

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CHICAGO PARK DISTRICT

AND

THE CHICAGO HOUSING AUTHORITY

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of January 1, 2016 (the "Effective Date") by and between **THE CHICAGO PARK DISTRICT**, an Illinois municipal corporation organized and existing pursuant to 70 ILCS 1505/0.01 et seq. of the Illinois Compiled Statutes (hereinafter referred to as "CPD") and **THE CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation organized and existing pursuant to 310 ILCS 10/1 et seq. of the Illinois Compiled Statutes (hereinafter referred to as "CHA").

RECITALS

WHEREAS, the CHA is engaged in the development and operation of safe, decent, and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 U. S. C 1437 et seq. regulations promulgated by the United States Department of Housing and Urban Development ("HUD") and the Housing Authorities Act, 310 ILCS 10/1 et seq., as amended from time to time, and all other applicable laws, regulations and ordinances; and

WHEREAS, the CHA desires to have sports, recreational, leadership development, employment and other youth programs more readily available to residents of CHA on a year around basis; and

WHEREAS, the CPD provides the type of sports and recreational programs for City of Chicago residents that are desired by the CHA for its residents; and

WHEREAS, the CHA and the CPD have authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the CHA and the CPD desire to enter into this agreement to provide greater efficiency in the provision of recreational programs and Park District services to CHA's residents at reduced rates.

NOW, THEREFORE, in consideration of the recitals set forth above, and the mutual covenants, terms, conditions, privileges and obligations herein set forth hereunder, and intending to be legally bound thereby, CPD and the CHA mutually agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated by reference as if fully set forth herein.

2. Provision of Services.

A. The CPD shall make year around recreational Park District programs and services directly available to CHA youth at reduced rates, with a targeted emphasis on the following parks:

- i. Abbott Park;
- ii. Altgeld Park;
- iii. Carver Park;
- iv. Ellis Park;
- v. Fosco Park;
- vi. Fuller Park;
- vii. Hamlin Park;
- viii. Mandrake Park;
- ix. Park at NTA;
- x. Seward Park;
- xi. Stanton Park;
- xii. Taylor Park;
- xiii. Trumbull Park;
- xiv. Washington Park;
- xv. Wentworth Park; and
- xvi. Williams Park.

B. The programs and services (collectively the "Programs") shall include, but not be limited to:

- i. Fall, winter and spring after-school programs ("Park Kids");
- ii. Summer day camp ("Summer Camp");
- iii. Summer extended camp;
- iv. Fall, winter and spring vacation camps ("Vacation Camp");
- v. Counselor in Training program ("CIT Program"); and
- vi. Additional programs and services (e.g. Junior Bears, Boxing, Windy City Hoops, Summer Teen Sports Leagues, etc.).

C. The CPD shall work with the CHA to develop an automated system of tracking resident participation using Cityspan and Active Net to improve the efficiency of tracking and invoicing for CHA participants engaged in CPD programs, with the mutual goal of implementation in 2017.

D. Pursuant to the any preexisting License Agreements between CHA and CPD, (for example, Mandrake Park ("Mandrake Park")). CPD shall provide programming at no cost to CHA residents enrolled in Permitted Activities at Mandrake Park. For the purpose of this IGA, Permitted Activities shall include Park Kids, Summer Day Camp, Summer Extended Camp and Vacation Camps. These programs shall be free of cost to CHA youth ages 6-12. CPD shall continue to collect CHA vouchers at Mandrake Park for the purpose of verifying CHA residency, tracking participation and determining value. Vouchers related to these programs should continue to be reported to CHA; however, CPD shall not charge CHA youth or families or request reimbursement from CHA for Permitted Activities.

3. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall terminate on December 31, 2016.
4. **Compensation.** During the term of the Agreement, the CHA shall pay CPD an amount not-to-exceed \$450,000 ("NTE Amount") for provision of the Programs. The breakdown of the programs including CHA's costs, CPD's contribution toward program costs and CHA resident participant costs are as set forth in Exhibit A, which is attached hereto and incorporated by reference herein.

The CHA will pay for CHA resident participation in the Programs under this Agreement according to the program costs attributable to CHA as set forth in the Exhibit A up to the NTE Amount. The CPD will monitor its performance and billings so as not to exceed the NTE Amount. The Parties agree that any compensation above the NTE Amount will require an amendment to this IGA.

5. **Non-Appropriation.** Funding for this Agreement is subject to: 1) availability of Federal funds from HUD; and 2) the approval of funding by CHA's Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA shall promptly notify CPD of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CPD under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder.
6. **Insurance.**
 - A. CPD is a self-insured entity and agrees to maintain sufficient insurance or sufficient retention funds to cover any claims arising directly or indirectly out of the Services contemplated herein during the term of the Agreement.
 - B. CHA maintains insurance to cover any claims that might arise out of the use of CHA property and agrees to keep such insurance in effect and maintain sufficient retention funds for the Services contemplated herein during the term of the Agreement
7. **Indemnification.** The CPD agrees, except to the extent liability of a municipal corporation, as such, is precluded by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 101 et seq. or the Common Law of the State of Illinois, to defend, indemnify and hold the CHA, its officers, agents, employees and management companies harmless from and against any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively the "CHA Claims") arising from the CPD's provision of the Services or the acts or omissions of the CPD, its officers, officials, agents and employees that are the proximate cause of any injury or damage to person or property, except to the extent caused by the negligence, acts or

omissions of the CHA, its agents or employees. Upon notice from the CHA of any claim, the CPD shall timely appear and defend all suits and claims and shall pay all costs and expenses incidental thereto, but the CHA shall have the right at its option and at its own expense, to participate in the defense of any suit without relieving the CPD of any of its obligations hereunder.

In the event that a recreational program or service takes place on CHA property, which is controlled and operated by CHA, the CHA agrees, except to the extent liability of a municipal corporation, as such, is precluded by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 101 et seq. or the Common Law of the State of Illinois, to defend, indemnify and hold the CPD, its officers, agents and employees harmless from and against any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively the "CPD Claims") arising from acts or omissions of the CHA, its officers, officials, agents and employees that are the proximate cause of any injury or damage to person or property, except to the extent caused by the negligence, acts or omissions of the CPD, its agents or employees. Upon notice from the CPD of any claim, the CHA shall timely appear and defend all suits and claims and shall pay all costs and expenses incidental thereto, but the CPD shall have the right at its option and at its own expense, to participate in the defense of any suit without relieving the CPD of any of its obligations hereunder.

This indemnification shall survive the termination or expiration of this Agreement.

8. **Record-keeping Requirements.** CPD shall maintain all books, records, and documents necessary to its performance of this Agreement and shall adopt a system of accounting in accordance with generally accepted accounting principles and practice to properly reflect all cost of whatever nature claimed to have been incurred or anticipated to be incurred in connection with CPD's performance under this Agreement. In addition, the CPD shall keep such books, records and documents in a safe place and make them available for examination by the CHA or a third party designated by the CHA, upon reasonable notice to CPD of such an examination for a period of three (3) years after the expiration of the Agreement.
9. **Reporting Requirements.** During the term of the Agreement, CPD shall advise CHA in writing on its progress in providing recreational programs and services to CHA residents pursuant to this Agreement. For Enhanced Programs, reports shall be submitted via email to CHA's Resident Services' Director of Youth Opportunities and Director of Contract Management and Reporting within 30 business days after the end of each program session. These reports shall include a description of services and programs (e.g. Junior Bears, Windy City Hoops, Summer Teen Sports Leagues). For year-round voucher programs, CPD shall provide weekly reports on utilization of vouchers including, but not be limited to, the following:
 - A. Name, address and CHA client ID of all residents enrolled/attended;
 - B. Location of event/services (e.g., region, park district); and

C. Type of activity that the resident was enrolled in or attended (e.g., recreational, sports)

In addition, CPD staff shall attend meetings with CHA to review the reports provided and attend monthly roundtable meetings to increase engagement of CHA youth in CPD programs. CPD shall also submit an annual report of leveraged and in-kind resources to document the value of services provided to CHA residents beyond the items reimbursed through the IGA. The utilization reports submitted by CPD will also be used to calculate leverage, as CPD funds 50% of the cost of each voucher utilized. CPD shall be reimbursed for costs as set forth in the Budget in Exhibit A. CPD shall submit invoices for year-round voucher programs to CHA for approval within 30 business days after the end of each program session or activity during the term of this Agreement, and shall submit invoices for Enhanced Programs no later than February 28, 2017.

10. **CHA use of Park District facilities.** The Park District may authorize CHA to use Park facilities, at mutually agreed upon dates/time, at no cost to CHA for the purpose of resident events/meetings. The use of said facilities shall be at the sole discretion of the Park District. The use of said facilities is for direct use by the CHA and is not transferrable to other parties.
11. **Termination.** Either party may terminate this Agreement upon providing thirty (30) days written notice to the other party in accordance with the provisions of paragraph no. 23 below.

In the event of such early termination, the CHA shall, within 30 days of such termination, pay the CPD at the agreed-upon rate for all Services rendered and invoiced by the CPD under this Agreement through the date of termination.

12. **Default.** The following shall constitute an event of default ("Event of Default") hereunder:
- A. the violation or breach by CHA of any law, statute, rule or regulation of a governmental or administrative entity relating to its performance under this Agreement, or the violation or breach by CPD of any law, statute, rule or regulation of a governmental or administrative entity relating to its performance under this Agreement;
 - B. the transfer or assignment by CHA of its rights and obligations hereunder without the prior written consent of the CPD, or the transfer or assignment by CPD of its rights and obligations hereunder without the prior written consent of CHA;
 - C. any misrepresentation by CHA of any material fact, or any misrepresentation by CPD of any material fact;
 - D. the appointment of a receiver for CHA with respect to all or a portion of their respective assets, or the appointment of a receiver of the CPD with respect to all or a portion of their respective assets;
 - E. a material breach by CPD of any other provision of this Agreement including, but not limited to, a failure to perform services according to the time requirements and conditions set forth herein, a failure to meet any deadline for the submission of reports, proposals and other documents required by any provision of this Agreement and the continuance of this failure for sixty (60) days after notice by the CHA to CPD, as applicable;
 - F. a material breach by CHA of any other provision of this Agreement, including but not limited to failure to pay the CPD monies due hereunder; or

- G. there is a cessation or deterioration of services for a period that, in the reasonable judgment of the CHA, materially and adversely affects the operation of the public services required to be performed by CPD and such cessation or deterioration of services is not cured within fifteen (15) days after the CHA gives notice to CPD.

This Agreement may be terminated by the non-defaulting party, if an Event of Default occurs. If no cure period is stated for any of the items listed under this Section, the cure period shall be thirty (30) days after the defaulting party receives notice from the non-defaulting party. Notwithstanding the provisions of the Bankruptcy Code, if CHA should hereafter file for protection under the bankruptcy laws, CPD as debtor or any successor or trustee in bankruptcy, shall have thirty (30) days to exercise any right granted by the Bankruptcy Code to assume to reject this Agreement, such thirty (30) day period being deemed by the parties hereto to be a reasonable period to exercise such right. If CPD as debtor, or any successor or the bankruptcy trustee, fails to timely exercise any right under the Bankruptcy Code to assume this Agreement, this Agreement shall be deemed to be rejected by CPD as debtor or any such successor or bankruptcy trustee.

13. **Independent Contractor.** The CPD shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, or partner of the CHA.
14. **Amendment.** This Agreement may not be altered, amended, changed or modified in any respect without the written consent of both the CPD and the CHA.
15. **Assignment.** Neither party may assign its right or obligations under this Agreement without the prior written consent of the other party, which consent shall be in the other party's sole discretion. This Agreement shall inure to the benefit of and be binding upon the CPD, the CHA and the respective successors and permitted assigns.
16. **No Third Party Beneficiary.** This Agreement is for sole and exclusive benefit of the CHA and the CPD and their respective successors and permitted assigns. No other person or entity is an intended third party beneficiary of this Agreement or shall have the right to enforce any of the provisions of this Agreement. Nothing contained in this Agreement may be construed to create or imply any partnership, joint venture or other association between the CPD and the CHA.
17. **Headings.** The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.
18. **Non-Liability of Public Officials.** No official, employee or elected or appointed representative of the CHA or the CPD may be held personally liable for any breach of any provision of this Agreement or any damage, loss or injury arising out of the performance of this Agreement.
19. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, the signature pages of which, taken together, shall constitute an original execution copy.

20. Compliance with All Laws

- A. The parties shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time.
- B. Both CHA and CPD shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

21. **Governing Law/Venue.** This Agreement shall be construed in accordance with the laws of the State of Illinois, excluding, however, those relating to choice or conflict of laws. The parties agree that the courts located in Cook County, Illinois shall be the exclusive venue for any action arising out of or brought pursuant to this Agreement.

22. **Authority.** The persons signing this Agreement certify that they have power and authority to enter and execute this Agreement.

23. **Waiver.** Whenever under this Agreement the CHA, by a proper authority, expressly waives the CPD's performance in any respect or expressly waives a requirement or condition to either the CHA's or the CPD's performance, the waiver so granted, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the CHA may have waived the performance, requirement or condition.

24. **Notices.** All notices and communications concerning this Agreement shall be sent to:

If to the CPD: Chicago Park District
541 N. Fairbanks Court
Chicago, Illinois 60611
Attn: General Counsel

If to the CHA: Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Attn: Chief Legal Officer

Chicago Housing Authority
60 E. Van Buren St., 10th Floor
Chicago, Illinois 60605
Attn.: Resident Services

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if delivered by personal service. Upon delivery, (b) if sent by overnight courier, effective one business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three business days after the date of mailing. A party's address for notices may be changed by giving written notice in the manner specified in this Section.

25. **Authority.** Execution of this Agreement by the CHA and CPD is authorized by resolutions adopted by the respective Board of Commissioners of each party. The parties represent and warrant to each other that they have the authority to enter into this Agreement and to perform their obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first set forth above.

CHICAGO PARK DISTRICT

By: _____

Title: Chief Program Officer

CHICAGO HOUSING AUTHORITY

By: _____

Dionna Brookens
Dionna Brookens
Deputy Chief Procurement Officer

Approved as to Legality and Form
Chicago Housing Authority
Office of the General Counsel

By: _____

James Bebley
James Bebley, Chief Legal Officer