

CONTRACT NO. 12117

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY COLLEGES OF CHICAGO

AND

THE CHICAGO HOUSING AUTHORITY

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement” or “IGA”), is made effective as of August 1, 2017, by and between the **BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508** (commonly known as **THE CITY COLLEGES OF CHICAGO**), a body politic and corporate established pursuant to the provisions of the Illinois Public Community College Act, 110 ILCS 805/1-1, et. seq. (hereinafter referred to as “CCC”) 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;

WHEREAS, one of the goals of the CHA’s updated strategic plan, “Plan Forward: Communities that Work”, is to improve the self-sufficiency of residents of CHA public family housing, including mixed-financed, rehabilitated family developments or scattered sites, of residents of CHA senior housing buildings, and of tenants in the private market utilizing a CHA Housing Choice Voucher (“HCV”), including those living in units supported by project based vouchers through CHA’s Property Rental Assistance Program (“PRA”) (for purposes of the Agreement, hereinafter collectively referred to as “Eligible Residents”);

WHEREAS, Eligible Residents are required to meet the work requirements under the CHA’s revised Admissions and Continued Occupancy Plan (“ACOP”) and/or certain screening criteria that requires engagement in work or self-sufficiency activities;

WHEREAS, CCC is a system of seven separately accredited colleges, located in various parts of the City of Chicago, engaged in providing affordable high-quality educational services to City of Chicago residents;

WHEREAS, the CHA and CCC through previous intergovernmental agreements have launched and maintained an initiative to offer educational opportunities to Eligible Residents;

WHEREAS, the CHA desires to continue to have CCC provide educational opportunities to Eligible Residents to prepare them for careers that will lead to jobs that pay a sustainable income;

WHEREAS, CCC is ready, willing and able to provide educational services to CHA’s Eligible Residents; and

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

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, CCC 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.** The CCC shall provide educational and training programs and support services (collectively, the “Services”) directly to CHA’s Eligible Residents who are referred to it. The budget and reimbursable costs for such Services to be paid to CCC by the CHA shall be set forth in exhibits to this Agreement, which may be added or amended from time to time upon agreement of CCC and the CHA. Each such exhibit designating the Services to be provided hereunder shall be subject to the terms and conditions of this Agreement and in the event of any inconsistency between the provisions of any such exhibits and other terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.
3. **Statement of Work and Performance Measures.** The Services to be provided under this Agreement are contained in the Statement of Work, which is attached hereto as Exhibit I and incorporated by reference as if fully set forth herein. CCC shall endeavor to meet the performance measures set forth in Exhibit II.
4. **Term of Agreement.** The term of this Agreement is for the period of August 1, 2017, through June 30, 2018, or until the Agreement is terminated earlier in accordance with its terms, whichever occurs first.
5. **Contract Extension Options.** The CHA may request to extend this Agreement for four (4) additional one-year option periods, subject to CHA Board approval, if required. Any extension shall be under the same terms and conditions as this original Agreement. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 16 of this Agreement.
6. **Compensation.** The total annual reimbursable costs payable under this Agreement for the Services to be provided by CCC is an amount not-to-exceed One Million Two Hundred Thousand and 00/100 (\$1,200,000.00) dollars (the “Maximum Amount”). The same Maximum Amount shall apply to each of the four (4) one-year option terms, as provided in Section 5 above, if exercised by the CHA. The one-year base term of this Agreement, in conjunction with the four (4) one-year option terms provide for an aggregate not-to-exceed amount of Six Million and 00/100 (\$6,000,000.00) dollars. CCC recognizes its affirmative duty to monitor its performance and billings to ensure that the Statement of Work for all Services is completed within the Maximum Amount. CCC waives all claims of payment for Services that would result in compensation in excess of the Maximum Amount unless the CHA authorizes such Services and agrees to pay for such Services in writing. All reimbursable costs for performance of the Services under this Agreement are included in the amount of compensation set forth in this paragraph.

7. **Payment.** CCC shall submit detailed monthly invoices during the term of the Agreement for reimbursement of tuition costs and other allowable reimbursable costs that have been incurred and are in accordance with and as set forth in the approved Project Operating Budget that is attached hereto as **Exhibit III** and incorporated by reference herein.

8. **Non-Appropriation.** Funding for this Agreement is subject to availability of Federal funds from HUD and 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 CCC 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 CCC under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder.

9. **Insurance.** CCC's Insurance Program is comprised of a combination of self-insurance and procurement of commercial policies to insure certain risks. CCC agrees to maintain sufficient insurance or sufficient retention funds for claims identified in the indemnification provision reflected in paragraph 10 of this Agreement.

10. **Indemnification.** CCC 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 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 "CHA Claims") arising from the CCC's provision of the Services or the acts or omissions of CCC, 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 CHA of any claim, CCC shall timely appear and defend all suits and claims and shall pay all costs and expenses incidental thereto, but CHA shall have the right at its option and at its own expense, to participate in the defense of any suit without relieving CCC of any of its obligations hereunder.

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 CCC, 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 "CCC Claims") arising from the 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 CCC, its agents or employees. Upon notice from CCC of any claim, CHA shall timely appear and defend all suits and claims and

shall pay all costs and expenses incidental thereto, but CCC shall have the right at its option and at its own expense, to participate in the defense of any suit without relieving CHA of any of its obligations hereunder.

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

11. **Record-Keeping Requirements & Audit.** The CCC 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 CCC's performance under this Agreement. In addition, the CCC 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 CCC of such an examination for a period of three (3) years after the expiration of the Agreement.

CHA retains an irrevocable right to independently or, through a third party, audit CCC's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CCC. In the event of a disallowance, CCC shall refund the amount disallowed to CHA.

12. **Deliverables.** In performing the Services, CCC shall prepare and/or provide deliverables along with any other required work product that may consist of documents, data, studies, reports, findings or information in any form prepared or assembled either in hard copy or electronically on diskette or other media (hereinafter, collectively, "Deliverables"). CHA reserves the right to reject Deliverables which in the reasonable judgment of CHA do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, or do not include all documents specified in this Agreement, and are reasonably necessary for the purposes for which CHA made this Agreement with CCC. CHA will notify CCC in writing of any deficiencies CHA may identify involving any Deliverables.

Partial or incomplete Deliverables may be accepted for review only when required for a specific purpose and when consented to in advance by CHA. Such Deliverables may not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables shall in no way relieve CCC of its commitments hereunder.

13. **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. 28 below. In the event of such early termination, CHA shall, within 30 days of such termination, pay CCC for all Services rendered by CCC under this Agreement through the date of termination.

14. **Default.** The following shall constitute an event of default ("Event of Default") hereunder:

- A. the violation by CCC of any law, statute, rule or regulation of a governmental entity relating to its performance under this Agreement;
- B. the transfer or assignment by CCC of its rights and obligations hereunder without

the prior written consent of CHA;

- C. any misrepresentation by CCC of any material fact;
- D. the appointment of a receiver for the CCC with respect to all or a portion of their respective assets;
- E. a material breach by CCC 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 CHA to CCC, as applicable; or
- F. there is a cessation or deterioration of services for a period that, in the reasonable judgment of the CHA, materially and adversely affects the delivery of the Services required to be performed by CCC and such cessation or deterioration of services is not cured within fifteen (15) days after the CHA gives notice to CCC.

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, CCC 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 or reject this Agreement, such thirty (30) day period being deemed by the parties hereto to be a reasonable period to exercise such right. If CCC 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 CCC as debtor or any such successor or bankruptcy trustee.

15. **Independent Contractor.** CCC shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, or partner of CHA.

16. **Amendment.** This Agreement may not be altered, amended, changed or modified in any respect without the written consent of both the CCC and the CHA.

17. **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 CCC, CHA and their respective successors and permitted assigns.

18. **No Third-Party Beneficiary.** This Agreement is for the sole and exclusive benefit of CHA and CCC 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 CCC and CHA.

19. **Headings.** The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

20. **Non-Liability of Public Officials.** No official, employee or elected or appointed representative of CHA or CCC 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.

21. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, the signature pages of which, taken together, shall constitute an original execution copy.

22. **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 CCC shall take such actions as may be necessary to comply promptly with all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

23. **Section 3, HUD Act of 1968.** The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. CCC agrees that it will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder. CCC certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these regulations.

24. **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.

25. **Waiver.** Whenever under this Agreement CHA, by a proper authority, expressly waives CCC's performance in any respect or expressly waives a requirement or condition to either CHA's or CCC'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 CHA may have waived the performance, requirement or condition.

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

To: CCC
City Colleges of Chicago
226 W. Jackson Blvd.
Chicago, Illinois 60606-6998
Attn: Chancellor

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

With Copy To:

City Colleges of Chicago
226 W. Jackson Blvd.
Chicago, Illinois 60606-6998
Attn: General Counsel

With Copy To:

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

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.

27. **Authority.** Execution of this Agreement by CHA and CCC is authorized by resolutions adopted by the respective governing Boards 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, and the persons signing this Agreement below certify that they have power and authority to enter and execute this Agreement on behalf of their respective party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of August 1, 2017.

**BOARD OF TRUSTEES OF COMMUNITY
COLLEGE DISTRICT NO. 508**


By: 

CHICAGO HOUSING AUTHORITY

By: 

Dionna Brookens
Chief Procurement Officer

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

By: 
James L. Bebley
General Counsel

