

ORIGINAL

CONTRACT NO. 11848

INTERGOVERNMENTAL AGREEMENT

BETWEEN

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

AND

THE CHICAGO HOUSING AUTHORITY

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of October 1, 2016 by and between the **BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**, (the "Board") a body politic and corporate established pursuant to the provisions of the Illinois Public Community College Act, 110 ILCS 805/1-1, et. seq.), commonly known as **THE CITY COLLEGES OF CHICAGO ("CCC")**, on behalf of the **WORKFORCE ACADEMY ("WA")** 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").

RECITAL

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, 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; and

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

WHEREAS, CCC, through WA, has experience in providing quality specialized workforce training, and the CHA desires for its employees to receive professional development training through WA; and

WHEREAS, CCC is ready, willing and able to provide such educational services to CHA Employees; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220 et seq., as amended, authorizes public agencies to enter into agreements and contracts to perform any governmental service, activity, or undertaking authorized by law upon approval of their respective governing bodies; and

WHEREAS, on June 21, 2016, the CHA's Board of Commissioners authorized the CHA to enter into this Agreement by Resolution No. 2016-CHA-60; and

WHEREAS, CCC's Board of Trustees has authorized WA to enter into intergovernmental training agreements;

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. **Services.** CCC shall provide educational and training programs through WA directly to CHA employees (the "Services"). The Services to be provided under this Agreement are described more fully in the Scope of Services attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein.
3. **Compensation.** The total amount of reimbursable costs payable under this Agreement for the Services to be provided by CCC during the Term is an amount not-to-exceed Fifty-One Thousand Five Hundred and 00/100 Dollars (\$51,500.00) ("Fee").
4. **Payment.** Upon execution of this Agreement, CCC shall invoice CHA Twelve-Thousand Eight Hundred Seventy Five and 00/100 Dollars (\$12,875.00), 25% of the compensation amount for the Term, for curriculum development, design, and needs analysis (the "Program Development Fee"). Thereafter, CCC shall submit monthly invoices during the term of the Agreement for reimbursement of tuition costs and other allowable reimbursable costs that have been incurred in accordance with and as set forth in the approved Fee and Course Schedule that is attached hereto as **Exhibit B** and incorporated by reference herein. Fees shall be payable within forty-five (45) days from the date of the invoice unless otherwise noted in **Exhibit A**.

All payments shall be made by corporate check, cashier's check, money order, or electronic funds transfer. Checks or money orders shall be made payable and sent to:

City Colleges of Chicago
Workforce Academy
Attention: Jerome Gay
Assistant Business Manager
226 West Jackson Blvd, 6th Floor
Chicago, IL 60606-6998.

5. **Rescheduling and Cancellation.** If at any point CHA reschedules a previously scheduled training, CHA agrees to notify WA as soon as is reasonably possible but no less than fourteen (14) days in advance. WA incurs costs due to rescheduling and CHA agrees to pay all reasonable costs incurred by the Workforce Academy due to said rescheduling, which amount shall not exceed 25% of the cost of the individual training. Rescheduling fees will be included in the next monthly invoice. All rescheduled trainings must occur within 30 days of their original date. All trainings, scheduled or rescheduled, must occur within the Term of this agreement

unless otherwise agreed upon by all parties. CHA shall advise WA as soon as practicable, but no less than fourteen (14) days in advance, of any courses that shall be cancelled, but not rescheduled. There shall be no fee for course cancellations.

6. **Term of Agreement.** This Agreement shall commence on **October 1, 2016** and shall continue for a one year term through **September 30, 2017 (the "Term")** or until the Agreement is terminated in accordance with its terms, whichever occurs first. The Services shall be completed during the Term unless otherwise mutually agreed upon by the parties in writing.

7. **Options.** There shall be four (4) one-year options to extend the Agreement; each year by which this Agreement is extended by an option will be referred to as an "Option Year." Any extension shall be under the same terms and conditions as this original Agreement, except that the fee for any Option Year is subject to an increase based on pricing and other considerations such as any changes to deliverables of courses, number of participants or any other change deemed significant by WA or CHA; the increase in fee for any Option Year shall not exceed 10% of the fee for the previous term. The options shall be exercised and the Agreement shall be modified to reflect the time extension in accordance with the provisions of Paragraph 22, "Amendments".

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

9. **Ownership.** All computer software, discoveries, inventions or improvements developed by the CCC solely, or with others, in connection with the Services, are the sole properties of CCC.

10. **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. If anticipated funding is rescinded or otherwise made unavailable to CHA, CHA shall remain responsible for payment of the Fee, but only the amount of the Fee that covers those Services already rendered by WA. 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.

11. **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 12 of this Agreement.

12. **Indemnification.** Each party 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 other party, 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 "Claims") arising from the Services contemplated by this Agreement or the acts or omissions of the indemnifying party, 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 indemnifying party, its agents or employees. This indemnification shall survive the termination or expiration of this Agreement.

13. **Force Majeure.** Neither party will have any liability to the other for any failure or delay in performing any obligation under this Agreement due to acts of God or nature, fires, floods, strikes, civil disturbances, terrorism, or power, communications, satellite or network failures (individually and collectively "Force Majeure Event"). Either party upon prior written notice may terminate this Agreement if such Force Majeure Event continues for more than ten (10) calendar days.

14. **Record-Keeping Requirements & Audit.** 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 costs of whatever nature claimed to have been incurred or anticipated to be incurred in connection with CCC's performance under this Agreement. In addition, CCC shall keep such books, records and documents in a safe place and make them available for audit or examination by the CHA, HUD, the Comptroller General of the United States, 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. This notice must take place within 30 days of receipt of any invoice in which there is a disputed billing. In the event of a disallowance, CCC will review the dispute and if the disallowance is found to be valid, CCC shall refund the amount in question.

15. **Inspector General.** It shall be the duty of each party to this Agreement to cooperate with any investigations or hearings undertaken by the Inspector General for the City Colleges of Chicago pursuant to the Inspector General's authority under Article 2, Section 2.7.4(b) of the bylaws of the Board of Trustees, or by CHA's Inspector General.

16. **Compliance with Policies.** CCC shall comply with the applicable provisions of all CHA policies, as such policies may be amended, including, but not limited to:

- Ethics Policy
- Local Transportation & Mileage Reimbursement Policy
- CHA Travel Guidelines

- General Business Expense Policy

CHA shall comply with applicable provisions of the CCC Board's Ethics Policy, as amended.

17. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and it supersedes all prior oral or written agreements, negotiations and discussions with respect to the matters herein.

18. **Reporting.** In cases where the training provided by WA is funded by funding sources that require detailed reporting, WA will limit its services to the provision of agreed upon training delivery and/or curriculum development and/or consulting services. WA will not engage in any reporting activities other than the standard closeout report or other pre-agreed upon reporting as indicated in the Exhibits to this Agreement. Any other requests for reporting or any other activities mandated due to grant or other type of funding will not be honored and will not be performed by WA as a requirement of contract completion.

19. **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"). Specific Deliverables are more particularly described in the Scope of Services attached hereto. CHA reserves the right to reject Deliverables which in the reasonable judgment of CHA, and with an additional review and opportunity for corrective action by CCC, 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 that are reasonably necessary for the purposes for which CHA made this Agreement with CCC. CHA will notify CCC in writing, within seven (7) days of receiving said deliverable, of any deficiencies CHA may identify involving said Deliverable. CCC is not responsible for the performance of participants in the training programs and performance issues of participants shall not be deemed as reason to reject a deliverable.

20. **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. 33, "Notices" below.

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

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

- A. the violation by CCC or CHA 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 or CHA of its rights and obligations hereunder without the prior written consent
- C. any misrepresentation by CCC or CHA of any material fact;
- D. the appointment of a receiver for CCC or CHA 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.

22. **Amendments.** This Agreement may only be amended, modified, or otherwise altered in writing signed by both parties.

23. **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.

24. **No Third Party Beneficiary.** This Agreement is for 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.

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

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

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

28. **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, including, but not limited to, the Illinois Public Community College Act.
- B. Both CHA and CCC 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.

29. **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.

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

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

32. **Key Contacts.**

Workforce Academy: Rick Vescio, Executive Director
| Phone: (312) 553-2982 |
rvescio@ccc.edu

CHA:

Patricia Rios, Chief Administrative Officer
Phone: (312) 786-4022
prios@thecha.org

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

To CCC: City Colleges of Chicago
226 W. Jackson Blvd.
Chicago, IL 60606-6998
Attn: Workforce Academy

and

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

To CHA: Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Attn: Executive Office

and

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

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.

34. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
ATTACHED HERETO]

IN WITNESS WHEREOF, the parties have executed this Agreement as of October 1, 2016.

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

By: Rhy 10/20/16
Rasmus Lynnerup Date:
Executive Vice Chancellor
Office of Strategy and Academic

Chicago Housing Authority

By: Dionna Brookens
Dionna Brookens Date:
Chief Procurement Officer

APPROVED AS TO LEGAL FORM:

By: E-LM 9/21/16
Eugene L. Munin Date:
General Counsel

APPROVED AS TO FORM AND
LEGALITY

Chicago Housing Authority Office of
the General Counsel

By: James L. Bebley
James L. Bebley Date:
Chief Legal Officer