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City Council Document Tracking Sheet

Meeting Date:	5/9/2012
Sponsor(s):	Emanuel, Rahm (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Cook County Forest Preserve District for various land management and natural resources projects
Committee(s) Assignment:	Committee on Budget and Government Operations

BUDG.



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 9, 2012

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Cook County Forest Preserve.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
WITH FOREST PRESERVE DISTRICT OF COOK COUNTY FOR VARIOUS LAND
MANAGEMENT AND NATURAL RESOURCES PROJECTS

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City manages a green industry job training program called Greencorps Chicago; and

WHEREAS, Greencorps Chicago provides re-entry opportunities and skills to unemployed individuals in landscaping and horticulture, tree care, ecological restoration, chainsaw operation and safety, herbicide application, seed collection, plant identification, regional ecology, and prescription burn training, among other things; and

WHEREAS, Greencorps Chicago trainees learn through both classroom training and hands-on field experience; and

WHEREAS, the Forest Preserve District of Cook County, a body politic and corporate of the State of Illinois ("District"), owns and manages a system of forested lands and other lands capable of being restored to a natural condition, totaling 68,000 acres, pursuant to the powers granted in the Cook County Forest Preserve Act, 70 ILCS, 810/0.01 *et seq.*; and

WHEREAS, the District wishes to utilize Greencorps Chicago crews in undertaking certain ecological restoration and habitat enhancement projects, general grounds maintenance (e.g., mowing, weeding, mulching, tree care and litter pickup) and other land management projects on District lands, and the City, through its Department of Transportation ("CDOT"), desires to enter into an intergovernmental agreement (the "Greencorps IGA") with the District for this purpose; and

WHEREAS, the City and the District have authority to enter into the Greencorps IGA pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and Article VII, Section 10 of the Constitution of Illinois of 1970, which authorizes units of local government to "contract or otherwise associate among themselves" for the purpose of obtaining services; and

WHEREAS, on April 4, 2012, the Board of Commissioners of the District authorized the District to enter into the Greencorps IGA; ***now, therefore,***

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. Subject to the approval of the Corporation Counsel, the Commissioner of CDOT (the "Commissioner") or a designee of the Commissioner is each hereby authorized to negotiate, execute and deliver the Greencorps IGA in substantially the form attached hereto as Exhibit A, with such changes, deletions and insertions to such documents as the Commissioner or the Commissioner's designee shall approve, and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Greencorps IGA.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for

any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit A – Greencorps IGA

EXHIBIT A

GREENCORPS IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO AND THE FOREST PRESERVE DISTRICT OF COOK COUNTY
FOR LAND MANAGEMENT AND NATURAL RESOURCES SERVICES**

This Intergovernmental Agreement ("Agreement") is made and entered into this ___ day of _____, 2012, by and between the City of Chicago, an Illinois municipal corporation (the "City") and the Forest Preserve District of Cook County, a body politic and corporate of the State of Illinois ("District").

RECITALS

WHEREAS, the District is a unit of local government under Article VII, Section 1 of the Constitution of Illinois of 1970; and

WHEREAS, the City is a home rule unit of local government under Article VII, Section 6 (a) of the Constitution of Illinois of 1970; and

WHEREAS, the City manages a green industry job training program called Greencorps Chicago; and

WHEREAS, Greencorps Chicago provides re-entry opportunities and skills to unemployed individuals in landscaping and horticulture, tree care, ecological restoration, chainsaw operation and safety, herbicide application, seed collection, plant identification, regional ecology, and prescription burn training, among other things; and

WHEREAS, Greencorps Chicago trainees learn through both classroom training and hands-on field experience; and

WHEREAS, the District owns and manages a system of forested lands and other lands capable of being restored to a natural condition, totaling 68,000 acres, pursuant to the powers granted in the Cook County Forest Preserve Act, 70 ILCS, 810/0.01 *et seq.*; and

WHEREAS, the District wishes to utilize Greencorps Chicago crews in undertaking certain ecological restoration and habitat enhancement projects, general grounds maintenance (e.g., mowing, weeding, mulching, tree care and litter pickup) and other land management projects on District lands; and

WHEREAS, the City wishes to assist the District in the management of these lands through its Greencorps Chicago program to provide training opportunities to its trainees; and

WHEREAS, the District and the City wish to enter into this Agreement to establish a framework for future collaboration; and

WHEREAS, the City and the District have authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and Article VII, Section 10 of the Constitution of Illinois of 1970, which authorizes units of local government to "contract or otherwise associate among themselves" for the purpose of obtaining services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein and made a part of this Agreement.

2. **SERVICES.** The City, through its Greencorps Chicago job training program, may perform the services described in Exhibit A attached hereto (collectively, the "Services") on District-owned or -controlled land at locations designated by the District (each such location shall be deemed a "Project Site"), subject to the mutual agreement of the parties pursuant to Section 3 below.

3. **PROJECT BUDGET, SCOPE OF WORK AND SCHEDULE.** For any Services provided hereunder, the City shall take the lead in preparing a draft project budget, scope of work and schedule for such Services (collectively, the "Project Documents"), and shall deliver the draft documents to the District for review and comment. If the District has comments, the City shall cooperate with the District to reach mutual agreement on the final contents of the Project Documents, which shall become final upon execution thereof by the Commissioner of the Chicago Department of Transportation ("CDOT") and the General Superintendent of the District.

4. **REIMBURSEMENT.** The District shall reimburse the City, up to \$250,000.00 for each fiscal year, for all direct expenses incurred by the City for Services provided under this Agreement based on the costs identified in the final Project Documents. The City shall send an itemized invoice to the District four times per year, on or about April 10, July 10, October 10 and January 10 (or at such other intervals as the parties may mutually agree). The District shall make payment for Services provided hereunder within sixty (60) days after receipt of an invoice and all supporting documentation reasonably requested by the District to verify the Services.

5. **TERM; EXTENSIONS.** The term of this Agreement shall commence on the date first written above, and shall continue in effect until December 31, 2013, unless earlier terminated in accordance with Section 6 below. By mutual written agreement, the parties may extend this Agreement for five (5) additional terms of one-year each.

6. **TERMINATION.** Either party may terminate this Agreement upon prior written notice of at least thirty (30) calendar days to the other whenever such party determines that such a termination is in its best interest.

7. **DESIGNATED REPRESENTATIVES; ANNUAL MEETING.** Each party shall designate a representative to act on its behalf for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other party. Immediately upon execution of this Agreement, the following individuals will represent the parties as their primary contacts in all matters under this Agreement:

For the City: Edwina (Edde) Jones
Program Director
Greencorps Chicago
c/o Chicago Center for Green Technology
445 N. Sacramento Boulevard
Chicago, Illinois 60612
(312) 746-9773

For the District: John McCabe

Assistant Director
Department of Resource Management
Forest Preserve District of Cook County
536 North Harlem Avenue
River Forest, Illinois 60305
(708) 906-0319

8. **DISPUTE RESOLUTION.** In the event of a dispute between the District and the City under this Agreement, the designated representatives shall meet and resolve the issue. If the designated representatives fail to resolve the dispute, then the designated representative of the City shall promptly report any such disagreement to the Commissioner of CDOT and the designated representative of the District shall promptly report such disagreement to the general superintendent of the District. The Commissioner and the General Superintendent are responsible for promptly resolving any such disagreement in good faith and in a cooperative manner.

9. **NON-LIABILITY OF PUBLIC OFFICIALS.** No official, employee or agent of either party will be individually or personally liable to the other party, its successors or assigns under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or because of any default or breach hereunder.

10. **RIGHT OF ENTRY.** The District hereby grants to the City a right of entry, during normal business hours for the District, to each Project Site for the sole purpose of allowing the City, through Greencorps Chicago, to perform the Services. The right of entry granted hereunder extends to, and the City shall be responsible for, its employees, agents, representatives, contractors, subcontractors and consultants, including, without limitation, Greencorps Chicago trainees, WRD Environmental and/or other contracting partners (collectively, "Agents"). The right of entry for any particular Project Site shall commence upon the commencement of Services at the Project Site and shall terminate upon the completion of Services at the Project Site, including the removal of property in accordance with Section 11 hereof, or the expiration or earlier termination of this Agreement, whichever first occurs.

11. **PROPERTY.** All tools, equipment, and other property taken upon or placed upon the District land by the City shall remain the property of the City and shall be removed by the City in a reasonable period, not to exceed ten (10) days, after work is completed.

12. **DAMAGE TO DISTRICT.** If any action of the City, through its Agents or Greencorp Chicago, in the exercise of this Agreement or the right-of-entry granted herein results in damage to the District's real property, the City will either repair such damage or reimburse the District for the costs it incurs to repair such damage to District real property. The provisions of this clause are without prejudice to any rights the District may have to make a claim under applicable laws for any damages other than those provided for herein.

13. **ACTUAL ENTRY.** Prior to entering upon any Project Site or performing any Services hereunder, the City will notify the District's designated representative to receive approval in writing (which may be by e-mail). Said approval will cover all proposed Services planned for that particular Project Site as set forth in the final Project Documents, including activities that take place over consecutive business days. The aforesaid approval will not be unreasonably withheld.

14. **INSURANCE.** All contractors and/or subcontractors hired by the City to perform work on District's property ("Contractors") shall meet the District's minimum insurance coverage requirements, as described in Exhibit C, and will supply an insurance certificate that indicates that the District, its commissioners, officers, agents, and employees are added as additional insureds on

said insurance policy. This certificate will be supplied by the City to the District prior to entry on the District's property or performance of any Services by such Contractors.

15. **INDEMNIFICATION.** The City hereby waives, any indemnifies and holds harmless, the District and all of the District's present, former and future officers, commissioners, employees, attorneys, agents and assigns from and against, any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to the right-of-entry and permission to enter in, above, and on land owned by the District for the purpose of performing the Services, except to the extent any such losses, liabilities, damages, claims, costs and expenses arise from the negligence or intentional misconduct of the District or any of its officers, commissioners, employees, attorneys, agents or assigns.

16. **GENERAL PROVISIONS.**

16.1 Compliance with Laws. The City and the District shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this agreement.

16.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

16.3 Further Assurance. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

16.4 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

16.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

16.6 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

16.7 No Third party Beneficiaries. This Agreement is for the sole and exclusive benefit of the City, the District 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 shall be construed to create or imply any partnership or other association between the City and the District.

16.8 Notices. Unless otherwise specified, any notice, demand or request required

hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the parties may from time to time designate in writing by notice given hereunder.

If to the City: City of Chicago
 Department of Transportation
 30 North LaSalle, Suite 300
 Chicago, Illinois 60602
 Attn: Commissioner
 With CC to: Greencorps Chicago

With copies to: City of Chicago
 Department of Law
 121 North LaSalle Street, Suite 600
 Chicago, Illinois 60602
 Attn: Real Estate Division

If to the District: Forest Preserve District of Cook County
 536 North Harlem Avenue
 River Forest, Illinois 60305
 Attn: General Superintendent

With a copy to: Forest Preserve District of Cook County
 536 North Harlem Avenue
 River Forest, Illinois 60305
 Attn: Department of Law

16.9 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

16.10 Conflicts. This Agreement shall not be legally binding on the City or the District if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq*.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the City, by and through its Department of Transportation, and the District have caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Gabe Klein
Commissioner of Transportation

**COOK COUNTY FOREST PRESERVE
District**, a body politic and corporate

By: _____
Toni Preckwinkle
President, Board of Commissioners of the Forest
Preserve District of Cook County

ATTEST:

EXHIBIT A

LIST OF SERVICES

The following list is intended to be general in nature and is neither a complete description of the anticipated Services nor a limitation on the Services that the City, through Greencorps Chicago, may provide under this Agreement:

NATURAL AREAS MANAGEMENT & OTHER SITE MAINTENANCE, including, but not limited to:

- Maintenance of wetlands, woodlands, prairies and other native areas
- Installation of native plant species
- Shrub removal, planting and maintenance
- Tree removal, planting and maintenance
- Prescribed burns
- Herbicide application
- Site clearing and grading
- Excavating and stockpiling soil
- Grubbing and seeding
- Installation of erosion control materials
- Maintenance of drainage, flood control, stormwater management and water quality enhancement systems and improvements
- Removal of leaves, litter, debris and other waste materials
- Mowing, weeding, mulching, small tree care, and general grounds maintenance
- Installation of fencing and signage
- Maintenance, repair and replacement of fencing
- Maintenance, repair and replacement of brick pavers, sidewalks and pavement
- Maintenance, repair and replacement of trails, boardwalks, bridges, kiosks, railings, retaining walls, piers
- Purchase of supplies such as mulch, woodchips, string trimmers and chainsaws, fuel, watering supplies, and general carpentry supplies

INVASIVE AND/OR NUISANCE SPECIES MANAGEMENT, including, but not limited to:

- Removal of non-native and invasive species
- Shrub removal
- Tree removal
- Herbicide application
- Purchase of supplies such as string trimmers and chainsaws, loppers, handsaws, fuel, herbicide, safety equipment and general supplies

PLANT INSTALLATION AND MANAGEMENT, including, but not limited to:

- Purchase and installation of native plant species
- Purchase and installation of trees and shrubs
- Shrub removal and maintenance
- Tree removal and maintenance
- Removal of leaves, litter, debris and other waste materials
- Mowing and general grounds maintenance
- Installation of fencing and signage

SPECIAL PROJECTS, including, but not limited to:

- Other projects and programs consistent with Greencorps Chicago's mission deemed appropriate by the City and the District.

EXHIBIT C

INSURANCE REQUIREMENTS

Each Contractor must provide and maintain, at the Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to this Agreement. Unless otherwise noted below, the insurance must remain in effect from the date of commencement of Services at each Project Site until the completion of Services at such Project Site, as well as any time the Contractor returns to perform additional work for any purpose, unless otherwise noted below or agreed by the District.

INSURANCE TO BE PROVIDED

1) **Workers' Compensation and Employers Liability (Primary and Umbrella)**
Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Agreement, and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2) **Commercial General Liability (Primary and Umbrella)**
Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the City and the District as Additional Insured using the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the Services. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

3) **Automobile Liability (Primary and Umbrella)**
When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City and the District are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

ADDITIONAL REQUIREMENTS

The Contractor must furnish the District original Certificates of Insurance, or such similar evidence, to be in force from the date of commencement of Services at any Project Site, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring prior the completion of Services at such Project Site. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the City or the District must accompany the Certificate of Insurance upon submission. The Contractor must submit evidence of insurance to the District prior to entry upon any Project Site. The receipt of any

certificate does not constitute agreement by the District that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements in this Agreement. The failure of the District to obtain certificates or other insurance evidence from the Contractor is not a waiver by the District of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a breach of this Agreement, and the District retains the right to stop work at any Project Site until proper evidence of insurance is provided, or this Agreement may be terminated.

The insurance must provide for 30 days prior written notice to be given to the District in the event coverage is substantially changed, canceled, or non-renewed.

The District reserves the right to obtain copies of insurance policies and records.

Any deductibles or self-insured retentions on referenced insurance must be borne by the Contractor. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all its insurers to waive their rights of subrogation against the City, the District and their respective Board members, employees, elected officials, officers, or representatives.

The insurance coverage and limits furnished by the Contractor in no way limit the Contractor's liabilities and responsibilities specified within this Agreement or by law.

Any insurance or self-insurance programs maintained by the City and the District will not contribute with insurance provided by the Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

The Contractor must require all subcontractors to provide the insurance required herein, or the Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of the Contractor unless otherwise specified in this Agreement.

If the Contractor or a subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost. The Contractor must submit the following prior to entering upon any Project Site:

1. Standard ACORD form Certificate of Insurance issued to the District as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010, CG2037 and the CG 2417.

The District maintains the rights to modify, delete, alter or change these requirements.