



City of Chicago



O2020-4574

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/9/2020
Sponsor(s):	Lightfoot (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Chicago Park District to conduct field study of 19.3 acre portion of Jackson Park and Midway Plaisance related to Obama Presidential Center
Committee(s) Assignment:	Committee on Budget and Government Operations

BVOC



OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

September 9, 2020

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District regarding a field study of Jackson Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,


Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Chicago Park District (the "Park District") is a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Park District proposes to undertake a field documentation study of Jackson Park, including the 19.3-acre portion thereof owned by the City (the "Project") as a necessary prerequisite to the implementation of certain proposed improvements related to the Obama Presidential Center; and

WHEREAS, the Park District has requested funds in an amount not to exceed \$150,000 (the "Grant") from the City's Department of Planning and Development ("DPD") to support portions of the cost of the Project, and the City desires to provide such assistance; and

WHEREAS, the parties propose to enter into an intergovernmental agreement ("Agreement") authorizing and setting conditions on providing the Grant for the Project; and

WHEREAS, the parties propose to enter into the Agreement under the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, on January 15, 2020, the Park District's Board of Commissioners passed a resolution authorizing the Park District to enter into an intergovernmental agreement with the City to accept funds for certain park projects; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of DPD ("Commissioner") or his or her delegate is hereby authorized to execute and deliver the Agreement with the Park District in substantially the form attached hereto as Exhibit A, with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Commissioner or his or her delegate constituting conclusive evidence of such approval), 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 Agreement.

SECTION 3. To the extent that any current ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

EXHIBIT A
Intergovernmental Agreement

[see attached]

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT**

(JACKSON PARK AND MIDWAY PLAISANCE FIELD STUDY)

This Intergovernmental Agreement (the "Agreement") is entered into this ___ day of _____, 2020 (the "Effective Date"), between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and the Chicago Park District (the "Park District"), a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

RECITALS

WHEREAS, the Park District owns the majority of Jackson Park, a 552-acre park located in the Woodlawn community (as labeled and depicted on Exhibit A-1, the "Park District Property"); and

WHEREAS, the City owns a 19.3 acre portion of Jackson Park (as labeled and depicted on Exhibit A-1, the "City Property"), which is the proposed site for the Obama Presidential Center ("OPC"); and

WHEREAS, the Park District has a continuing right to use the City Property pursuant to that certain Intergovernmental Agreement dated May 19, 2020, between the City and the Park District; and

WHEREAS, the City owns and the Park District operates the Midway Plaisance, a portion of which will be improved in connection with the OPC project (as labeled and depicted on Exhibit A-2, the "East End of the Midway Plaisance"); and

WHEREAS, the City intends to close certain roads in Jackson Park, and widen or reconfigure other roads and make bicycle and pedestrian improvements in and adjacent to the park to improve safety and access to and through the park (collectively, "Transportation Improvements") in connection with the OPC project; and

WHEREAS, the City is seeking approval from the Federal Highway Administration for Federal-aid highway funding for the Transportation Improvements, and also needs federal approval from the National Park Service and the U.S. Army Corps of Engineers for other proposed changes to Jackson Park and the East End of the Midway Plaisance; and

WHEREAS, these federal approvals have triggered review under the National Environmental Policy Act of 1969, 42 U.S.C. § 4331 *et seq.* ("NEPA") and Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. § 306108 ("Section 106"); and

WHEREAS, the City is in the process of completing the NEPA and Section 106 reviews, and in connection therewith will be executing a Memorandum of Agreement under Section 106 (the "MOA") to mitigate the adverse effects of the proposed changes and improvements to Jackson Park and the East End of the Midway Plaisance; and

WHEREAS, as part of the MOA, the City and the Park District will be required to document existing conditions in the to-be-affected portions of Jackson Park and the Midway Plaisance through photographs, drawings, and other documentation in accordance with the standards set forth in the MOA (the "Project"); and

WHEREAS, the Park District desires to receive grant funds in a total amount of \$100,000 from the City to partially fund the Project (the "Grant"); and

WHEREAS, on January 15, 2020, the Park District's Board of Commissioners passed a resolution authorizing, among other things, the Park District to enter into an intergovernmental agreement with the City to accept funds for various park projects (the "Park District Resolution"); and

WHEREAS, on _____, 2020, the City Council of the City approved an ordinance authorizing the Grant to the Park District for the Project (the "City Ordinance");

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

TERMS AND CONDITIONS

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above are incorporated in this Agreement and made a part hereof.

SECTION 2. THE PROJECT. The Park District shall undertake the Project, as described in more detail on Exhibit B hereto. The Park District shall complete the Project not later than _____, 2020.

SECTION 3. GRANT OF FUNDS.

- A. Subject to the availability of funds, the City hereby agrees to provide City corporate funds [Fund number _____] to the Park District in an amount not to exceed One Hundred Thousand Dollars (\$100,000) in consideration of and on condition that the use of such funds be expended in carrying out the Project as set forth in the Scope of Work in Exhibit B attached hereto and made a part of this Agreement. Upon written request by the Park District including supporting documentation evidencing an increase in Project costs, the City in its reasonable discretion, subject to the appropriation and availability of funds, may increase the amount of the Grant by up to an additional \$50,000, and the Park District and the City agree to negotiate in good faith an amendment to this Agreement to reflect such increase.
- B. The Grant to be provided to the Park District under this Agreement shall be fully disbursed to the Park District no later than [thirty (30)] days after the Effective Date of this Agreement.
- C. The Park District agrees to expend the entire amount of the Grant for the sole purpose of carrying out the Project.
- D. Time is of the essence of this Agreement, and the Park District agrees to return to the City any part of the Grant unencumbered at the completion of the Project.

SECTION 4. NO PERSONAL LIABILITY. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 5. TERM. The term of this Agreement shall commence on the Effective Date and shall expire upon the completion of the Project and final disbursement of the Grant funds.

SECTION 6. GENERAL PROVISIONS

A. ASSIGNMENT. This Agreement, or any portion thereof, shall not be assigned by either party without the express prior written consent of the other.

B. AUTHORITY. Execution of this Agreement by the City is authorized by the City Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Resolution. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

C. COMPLIANCE WITH LAWS. The parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

D. CONSENTS. Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

E. CONSTRUCTION OF WORDS. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

F. COUNTERPARTS. This Agreement may be executed in counterparts and by different parties in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

G. EXHIBITS. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

H. FURTHER ASSURANCES. 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.

I. GOVERNING LAW. This Agreement will 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.

J. INTEGRATION. This Agreement contains the entire agreement between the parties.

K. MODIFICATION. This Agreement may not be modified or amended except by an agreement in writing signed by the parties.

L. NOTICE. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the address set forth below by any of the following means: (a) personal service; (b) electronic communication, whether by telex, telegram, e-mail or fax; (c) overnight courier; or (d) registered or certified first class mail postage prepaid, return receipt requested.

For the City:

Office of Budget and Management
City Hall, Room 604
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Budget Director

And to:

Department of Planning and Development
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With copies to:

City of Chicago
Department of Law
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development
Division

To the Park District:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
(312) 742-7529
(312) 742-5328 (Fax)
Attention: General Superintendent

With copies to:

Chicago Park District
Department of Law
541 North Fairbanks Court
Chicago, Illinois 60611
(312) 742-7529
(312) 742-5328 (Fax)
Attention: General Counsel

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof shall be deemed received on the day immediately following deposit with the overnight courier. Any notice,

demand or communication given pursuant to clause (d) hereof shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

M. PARTIES' INTEREST/NO THIRD-PARTY BENEFICIARIES. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party of this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Park District shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or the Park District.

N. REPRESENTATIVES. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the City: Department of Planning and Development
121 N. LaSalle Street, 10th Floor
Chicago, Illinois 60602
Attention: Commissioner

For the Park District: Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: General Superintendent

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

O. SEVERABILITY. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

P. TITLES AND HEADINGS. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Q. TIME. Time is of the essence in the performance of this Agreement.

R. VENUE AND CONSENT TO JURISDICTION. If there is a lawsuit under this

Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO

By: _____
Susie Park, Budget Director
Office of Budget and Management

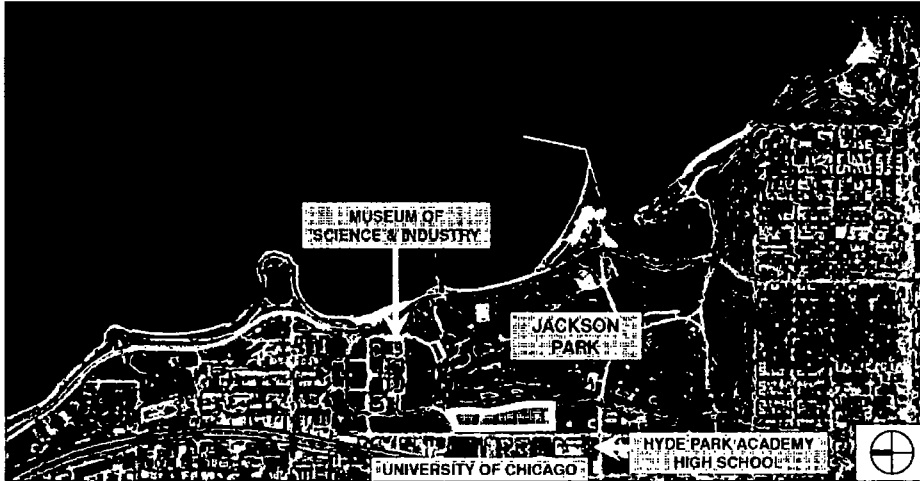
By: _____
Maurice D. Cox, Commissioner
Department of Planning and Development

CHICAGO PARK DISTRICT

By: _____
Michael P. Kelly
General Superintendent

By: _____
Kantrice Ogletree
Secretary

EXHIBIT A-1
Depiction of Jackson Park



Proposed Obama Presidential Center



EXHIBIT A-2
Depiction of East End of Midway Plaisance

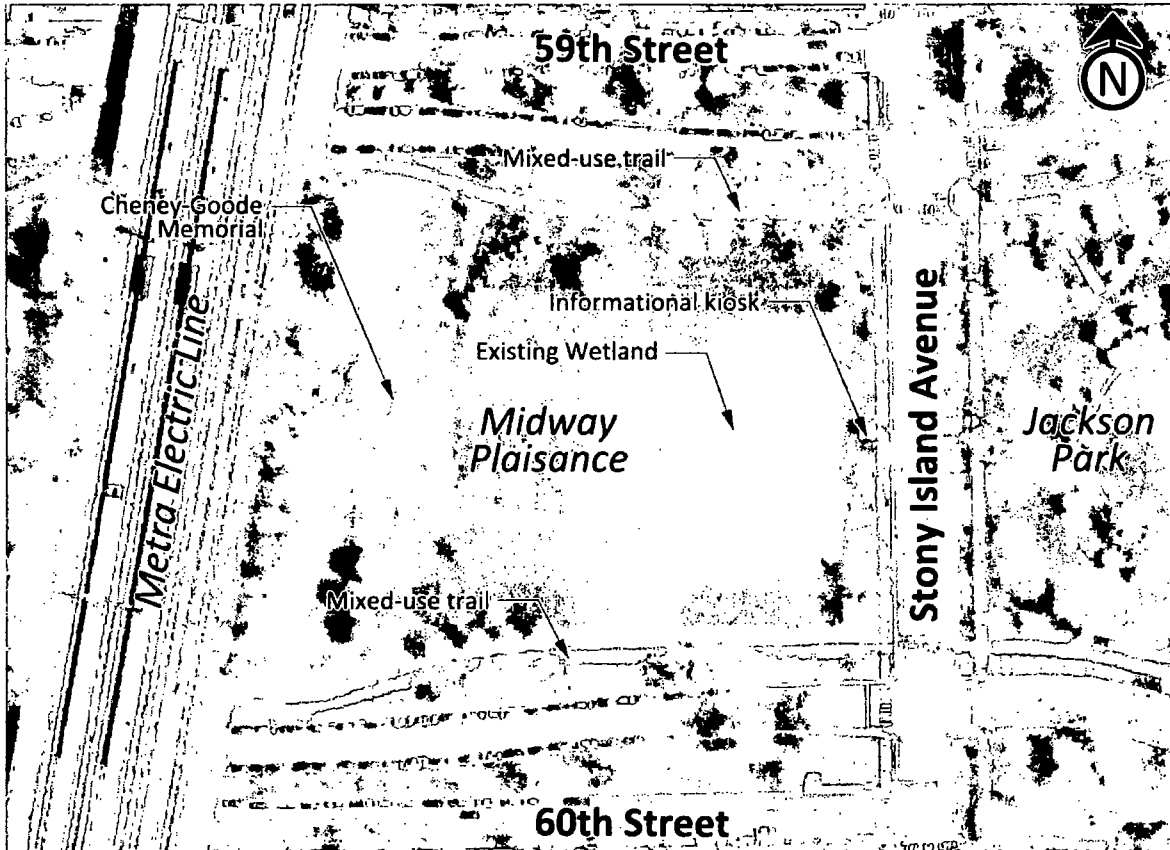


Figure 9: East End of the Midway Plaisance

EXHIBIT B
Scope of Work

The Park District will prepare field documentation which includes photographs and drawings documenting existing conditions on (a) the City Property, (b) the East End of the Midway Plaisance, and (c) the areas planned for Transportation Improvements. The field documentation will facilitate completion of a mitigation measure included in the MOA.

Estimated Cost: \$100,000