



Office of the City Clerk

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Legislation Text

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OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

April 21, 2021

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 and the Forest Preserve District of Cook County to support NeighborSpace.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours

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ORDINANCE

WHEREAS, the City of Chicago (the "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, there is a lack of sufficient open space in the City for recreational and aesthetic uses; and

WHEREAS, there is a need and desire to develop typically small, open spaces as pocket parks, garden and

natural areas for public use for the benefit of the residents of the City; and

WHEREAS, pursuant to an ordinance adopted on March 26, 1996 and published in the Journal of the Proceedings of the City Council of the City for such date at pages 18969 through 18979, the City entered into an agreement (as amended, the "Original Agreement") with the Chicago Park District (the "Park District") and the Forest Preserve District of Cook County (the "Forest Preserve District," and collectively with the City and the Park District, the "Parties") to establish and support NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"); and

WHEREAS, since its establishment, NeighborSpace has been dedicated to developing, preserving, and maintaining open space in the City; and

WHEREAS, the Original Agreement has expired and the City, through the Department of Planning and Development ("DPD"), wishes to enter into a new agreement with the Park District and Forest Preserve District to continue its support of NeighborSpace, subject to annual appropriations (the "New Agreement"); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel of the City as to form and legality, the commissioner of the DPD, on behalf of the City, is authorized to execute and deliver the New Agreement substantially in the form attached hereto as Exhibit A to allow the City to continue its support of and annual contribution of \$100,000 to NeighborSpace from 2021 to and including 2025, subject to annual appropriations; extend the term of the New Agreement to and including 2030, subject to annual appropriations, through a written agreement of the Parties; and enter into such other documents and amendments as may be necessary between the Parties.

SECTION 3. To the extent that any 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 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

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EXHIBIT A

See attached.

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INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is effective as of January 1, 2021 (the "Effective Date") and entered into this _____ day of _____, 2021, by and among the City of Chicago (the "City"), an Illinois municipal corporation, the Chicago Park District (the "Park District"), an Illinois municipal corporation, and the Forest Preserve District of Cook County (the "Forest Preserve District"), an Illinois special district and pertains to the support of NeighborSpace, an Illinois not-for-profit corporation ("NeighborSpace"). The City, Park District and Forest Preserve District may sometimes be referred to individually as a "Party", and collectively as the "Parties".

Recitals

WHEREAS, an opportunity exists to preserve and sustain open space in the City and other areas of Cook County for recreational, educational, aesthetic, habitat restoration, food security and community gathering uses; and

WHEREAS, the City, the Park District, and the Forest Preserve District wish to develop typically small open spaces as public pocket parks and gardens, and to preserve river edges and natural areas for public use; and

WHEREAS, it is in the interests of the City, the Park District, and the Forest Preserve District, for the development and maintenance of such spaces to be undertaken by residents and community organizations in the neighborhoods in which such places are located; and

WHEREAS, neighborhood community groups are uniquely equipped to steward open space in their respective neighborhoods, but are often unable to develop and maintain such spaces for public use because of concerns over liability, lack of adequate funds, and technical assistance; and

WHEREAS, from its founding in 1997 through 2020, NeighborSpace has preserved more than 27 acres across 120 open spaces on behalf of dedicated community partners resulting in community-based spaces for growing food, gathering together, preserving nature, beautification, small business, education and job training; and

WHEREAS, the City, the Park District, and the Forest Preserve District wish to continue to support the work of NeighborSpace; and

WHEREAS, NeighborSpace would continue to own, lease, manage, or hold easements to typically small, open spaces, in the City for development and maintenance by neighborhood community groups since such open space projects can often be more efficiently managed by local groups than by governmental agencies; and

WHEREAS, NeighborSpace will retain the powers to buy, accept donations of, own, lease, hold easements to, and sell real property, and

WHEREAS, NeighborSpace will continue to have the power to apply for and acquire tax delinquent parcels through the City's Tax Reactivation Program where appropriate and applicable, and to acquire easements, or title to river edges dedicated for open space purposes as part of planned developments, and

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WHEREAS, NeighborSpace will continue to enter into agreements with local groups for the use and maintenance of open spaces; and

WHEREAS, the City, the Park District and the Forest Preserve District desire to coordinate with NeighborSpace on planning and resource sharing to maximize open space impact in communities; and

WHEREAS, the City, the Park District, and the Forest Preserve 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 covenants and agreements contained herein, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are expressly incorporated in and made a part of this Agreement as if fully set forth herein.

SECTION 2. OBLIGATIONS OF THE CITY, THE PARK DISTRICT AND THE FOREST PRESERVE DISTRICT. The City, the Park District and the Forest Preserve District each agrees to do the following:

A. Subject to annual appropriations, the City and the Park District shall each provide \$100,000.00 per year and the Forest Preserve District shall provide \$50,000.00 per year to NeighborSpace annually throughout the duration of this Agreement; provided however, that:

- 1) The City's obligation to provide funding under this Agreement is subject to the City's determination, at its sole discretion, that NeighborSpace's use or anticipated use of the funds provided by the City will exclusively assist properties within the City's boundaries; and
- 2) The Forest Preserve District's obligation to provide funding under this Agreement is subject to the Forest Preserve District's determination, at its sole discretion, that
 - i) NeighborSpace's use or anticipated use of the funds provided by the Forest Preserve District is consistent with the Forest Preserve District's mission;
 - ii) NeighborSpace will provide recognition of Forest Preserve District's support as mutually agreed by Forest Preserve District and NeighborSpace, and
 - iii) NeighborSpace will use a portion of Forest Preserve District's funding that is mutually agreeable to Forest Preserve District and NeighborSpace to support geographic areas that are socioeconomically disadvantaged and identified as an Opportunity Zone tract per the City's website, currently

https://www.chicago.gov/city/en/depts/dcd/supp_info/opportunity-zones.html

- 3) The Parties' obligations to provide funding to NeighborSpace are subject to the following:
 - i) NeighborSpace providing reasonably sufficient evidence as determined by each Party at its sole discretion that NeighborSpace A) maintains directors' and officers' liability insurance in amounts of not less than two million dollars (\$2,000,000.00) and B) satisfies all other insurance requirements as set forth in Exhibit A, attached hereto and made a part hereof. The Parties shall periodically review the levels of insurance coverage and agree upon recommended increased coverage, if appropriate. Failure of NeighborSpace to maintain insurance as required by this section and Exhibit A, or other amounts determined appropriate upon periodic review by the Parties, shall be grounds for any of the Parties to terminate its support of NeighborSpace under this Agreement.
 - ii) In addition to the members of NeighborSpace's Board of Directors (the "NeighborSpace Board") provided for in Section 2.B. below, the NeighborSpace Board shall also include a minimum of four nongovernmental representatives who shall serve upon approval of the full NeighborSpace Board. The non-governmental representatives shall have a significant amount of experience in open space and/or parks management, maintenance, planning, or development.

B. Make appointments to the NeighborSpace Board as follows:

- 1) The City, acting through its Mayor, agrees to appoint one Department Head and one City Council member.
- 2) The Park District, acting through the President of its Board of Commissioners, agrees to appoint one member of the Board of Commissioners, and acting through its General Superintendent, agrees to appoint one Department Head.
- 3) The Forest Preserve District, acting through the President of its Board of Commissioners, agrees to appoint one member of the Board of Commissioners who, as a Commissioner of the Forest Preserves, represents part of the City, and, acting through its General Superintendent, agrees to appoint one Department Head.
- 4) The City, through its mayor; the Park District Board of Commissioners, through its President, and the Forest Preserve District Board of Commissioners, through its President; agree to jointly appoint one member to the NeighborSpace Board.

SECTION 3 HEADINGS The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions hereof

SECTION 4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois

SECTION 5. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties. This Agreement may not be modified, or amended in any manner other than by written agreement executed by the parties.

SECTION 6. SEVERABILITY. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

SECTION 7. PERSONAL LIABILITY. No officer, director, employee, representative or agent of any Party shall have any personal obligation or liability arising hereunder or relating hereto, including but not limited to any liability for breach of the terms of this Agreement or any action taken by or on behalf of NeighborSpace.

SECTION 8. CORPORATE LIABILITY. The Parties hereto shall not be liable in their corporate capacities for any actions taken by or on behalf of NeighborSpace.

SECTION 9. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement.

SECTION 10. FAILURE TO MEET OBLIGATIONS. If any Party fails to meet its obligations under this Agreement, this Agreement shall remain binding upon the other Parties.

SECTION 11. BINDING EFFECT. This Agreement shall be binding upon the Parties hereto, their successors and

assigns.

SECTION 12. REQUIRED APPROVAL. This Agreement shall become effective only after its approval by the parties as evidenced by their authorized signatures to this Agreement.

SECTION 13. TERM OF AGREEMENT. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2025, subject to annual appropriations. However, the term of this Agreement may be extended for an additional five (5) year period by a mutual written extension of the Parties; provided that, for the Forest Preserve District, agreement to and execution of such written extension shall be at the discretion of and by its General Superintendent.

SECTION 14. SUBSEQUENT AGREEMENTS. Nothing contained herein shall be construed as prohibiting the Parties from entering into subsequent agreements upon the termination of this Agreement.

SECTION 15. NOTICE 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) any notice, demand or request served personally or by email, (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 email transmission shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day

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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 Planning and Development 121 N. LaSalle Street,
Room 1000 Chicago, Illinois 60602 Attn: Commissioner

City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Finance and Economic Development Division

If to the Park District:

Chicago Park District 541 North Fairbanks
Chicago, Illinois 60611 Attn: General
Superintendent

With a copy to: General Counsel Chicago
Park District 541 North Fairbanks
Chicago, Illinois 60611

If to the Forest Preserve District:

Arnold Randall, General Superintendent Forest Preserves

District of Cook County 536 N. Harlem Ave. River Forest, IL
60305

With a copy to:

Forest Preserves of Cook County Legal Dept
69 W Washington, Suite 2010 Chicago, IL 60602
Attn: Lisa Lee, Chief Attorney
Lisa.Lee@CookCountyIL.gov

(signature page follows)

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, an Illinois municipal corporation

By:

Maurice D. Cox
Department of Planning and Development, Commissioner

CHICAGO PARK DISTRICT, an Illinois municipal corporation

By:

Cathy Breitenbach
Director of Cultural & Natural Resources

FOREST PRESERVE DISTRICT OF COOK COUNTY, an Illinois
special district

By:

Toni Preckwinkle, President

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EXHIBIT A

INSURANCE

NeighborSpace shall provide and maintain at NeighborSpace's own expense, or cause to be provided during the term of the Agreement, the insurance coverages and-requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation 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 or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Parties are to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, NeighborSpace shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

4) Professional Liability

When any architects, engineers or professional consultants perform work in connection with this Agreement, NeighborSpace shall cause to be provided, Professional Liability Insurance covering acts, errors, or

omissions shall be maintained with limits of not less than \$1,000,000.

B. OTHER REQUIREMENTS

NeighborSpace will furnish the Parties with original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of

Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. NeighborSpace shall submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent from as mutually agreed upon by the Parties. The receipt of any certificate does not constitute agreement by the Parties that the insurance requirements in the Agreements have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Parties to obtain certificates or other insurance evidence required under this Agreement shall not be deemed to be a waiver by the Parties of any requirements for NeighborSpace to obtain and maintain the specified coverages.

NeighborSpace shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance shall not relieve NeighborSpace of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the Parties retain the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance shall provide for sixty (60) days prior written notice to be given to the Parties in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by NeighborSpace and contractors.

NeighborSpace agrees that insurers shall waive their rights of subrogation against the Parties, its employees, elected officials, agents, or representatives.

NeighborSpace expressly understands and agrees that any coverage and limits furnished by NeighborSpace shall in no way limit NeighborSpace's liabilities and responsibilities specified within the Agreement documents or by law.

NeighborSpace expressly understands and agrees that any insurance or self insurance programs maintained by the Parties shall not contribute with insurance provided by NeighborSpace under the Agreement.

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

NeighborSpace shall require all subcontractors to provide the insurance required herein or NeighborSpace may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements as NeighborSpace is subject to under this Agreement, unless otherwise specified herein.

With the mutual agreement of the Parties' risk -management departments, the Parties, maintain the right to modify, delete, alter or change these requirements.

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