

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO HOUSING AUTHORITY
REGARDING JUDGE FISHER APARTMENTS**

This Intergovernmental Agreement (the "Agreement") is made and entered into as of the 28th day of September, 2011 by and 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, acting by and through its Department of Housing and Economic Development ("HED"), and the Chicago Housing Authority (the "CHA"), an Illinois municipal corporation.

RECITALS

WHEREAS, the CHA owns, operates and maintains a senior living facility known as Judge Fisher Apartments (the "Building") located on a parcel of land commonly known as 5821 North Broadway Street, Chicago, Illinois (the "Property"); and

WHEREAS, the CHA desires to install certain site improvements at the Property and rehabilitate parts of the Building as more fully described in Exhibit 1 attached hereto and incorporated herein (collectively, the "Project"); and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce certain redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 7, 2007 (as published in the Journal of Proceedings of the City Council (the "Journal") for such date at pages 13725 to 13841): "Approval of Tax Increment Financing Redevelopment Plan for Hollywood/Sheridan Redevelopment Project Area"; "Designation of Hollywood/Sheridan Redevelopment Project Area as Tax Increment Financing District"; and "Adoption of Tax Increment Allocation Financing for Hollywood/Sheridan Redevelopment Project Area" (the aforesaid Ordinances, as the same may have heretofore been or hereinafter may be amended, are collectively referred to herein as the "Hollywood/Sheridan TIF Ordinances", the Redevelopment Plan approved by the Hollywood/Sheridan TIF Ordinances, as amended, is referred to herein as the "Hollywood/Sheridan Redevelopment Plan" and the redevelopment project area created by the TIF Ordinances is referred to herein as the "Hollywood/Sheridan Redevelopment Area"); and

WHEREAS, all of the Property lies wholly within the boundaries of the Hollywood/Sheridan Redevelopment Area; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(2), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Incremental Taxes") may be used to pay the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to a redevelopment plan and a redevelopment project (Incremental Taxes collected from the Hollywood/Sheridan Redevelopment Area shall be known as the "Hollywood/Sheridan Increment"); and

WHEREAS, the Hollywood/Sheridan Redevelopment Plan contemplates that tax increment financing assistance would be provided for facilitating the preservation and rehabilitation of residential and public/institutional uses, such as the Project, within the boundaries of the Hollywood/Sheridan Redevelopment Area; and

WHEREAS, the City desires to use a portion of the Hollywood/Sheridan Increment (the "City Funds") for the Project; and

WHEREAS, the City agrees to use the City Funds in an amount not to exceed \$296,946 to reimburse the CHA for a portion of the costs of the TIF-Funded Improvements (as defined in Article Three, Section 3 below) for the Project, pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Project will be carried out in accordance with this Agreement and the Hollywood/Sheridan Redevelopment Plan; and

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 hereto agree as follows:

TERMS AND CONDITIONS

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: THE PROJECT

1. **Compliance with All Laws.** The CHA shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the CHA, all as may be in effect from time to time, pertaining to or affecting the Project or the CHA as related thereto. The CHA shall include a certification of such compliance with each request for City Funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the CHA shall provide evidence satisfactory to the City of such compliance.

2. **The Project.** The CHA covenants, represents and warrants that the plans and specifications for the Project at a minimum meet the general requirements as set forth in Exhibit 1 hereof.

3. **Contracts.** In all contracts relating to the Project, the CHA agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

ARTICLE THREE: FUNDING

1. Requisition Form.

(a) Upon completion of the Project, the CHA shall provide HED with a Requisition Form, in the form of Exhibit 2 hereto, along with: (i) a cost itemization of the applicable portions of the budget for the Project (the "Project Budget") attached as Exhibit 3 hereto; (ii) evidence of the expenditures upon Project Costs which the CHA has paid; and (iii) all other documentation described in Exhibit 2. The City shall review and, in the City's discretion, approve the Requisition Form and make the requested and approved disbursement of City Funds. The CHA will only request disbursement of City Funds and the City will only disburse City Funds for the costs of the Project, to the extent that such costs are TIF-Funded Improvements. The City agrees to use the City Funds in an amount not to exceed \$296,946 to reimburse the CHA for a portion of the costs of the TIF-Funded Improvements.

(b) Delivery by the CHA to HED of a Requisition Form hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such Requisition Form, that:

(i) the total amount of the City Funds previously disbursed (if any) represents the actual amount paid to the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(ii) all amounts shown as previous payments on the current Requisition Form have been paid to the parties entitled to such payment;

(iii) the CHA has approved all work and materials for the Requisition Form, such work and materials conform to the plans and specifications for the Project and the CHA has completed construction of the Project according to the terms of this Agreement; and

(iv) the CHA is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the CHA, all as may be in effect from time to time, including but not limited to CHA's MBE/WBE/DBE Policy, Section 3 Policy (24 CFR Part 135) and Davis-Bacon wage requirements, pertaining to or affecting the Project or the CHA as related thereto.

The City shall have the right, in its discretion, to require the CHA to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and the approval of the Requisition Form by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the CHA.

2. **Project Budget.** The current estimate of the cost of the Project is \$2,016,540. The CHA has delivered to the City, and the City hereby approves, the Project Budget attached hereto and incorporated herein as Exhibit 3. The CHA certifies that it has identified sources of funds (including the City Funds) sufficient to complete the Project. The CHA agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the CHA. If the CHA at any point does not have sufficient funds to complete the Project, the CHA shall so notify the City in writing, and the CHA may narrow the scope of the Project as agreed with the City in order to complete the Project with the available funds.

3. **TIF-Funded Improvements.** Attached as Exhibit 4 and incorporated herein is a list of costs recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of City Funds ("TIF-Funded Improvements"). All TIF-Funded Improvements shall (a) qualify as redevelopment project costs under the Act, (b) qualify as eligible costs under the Hollywood/Sheridan Redevelopment Plan; and (c) be improvements that the Commissioner has agreed to pay for out of Hollywood/Sheridan Increment, subject to the terms of this Agreement.

4. **Excess City Funds.** If the aggregate cost of the Project is less than the amount of the City Funds contemplated by this Agreement, the CHA shall have no claim to the difference between the amount of the City Funds contemplated by this Agreement and the amount of the City Funds actually paid by the City to the CHA and expended by the CHA on the Project.

5. **Reports.** If requested by the City, the CHA shall provide to the City monthly reports on the progress of the Project and reasonable access to its books and records relating to the Project. Final reports generated for the City about the Project, if any, will be provided by the

City to the CHA.

6. **Disbursement.** The City shall, subject to the CHA's satisfaction of the conditions precedent to disbursement described in this Article Three and such other conditions contained in this Agreement, disburse the City Funds to the CHA.

7. **Subordination of Right to Receive Payments.** CHA's right to receive payments hereunder shall be subordinate to the now existing obligations of the City to be paid from Hollywood/Sheridan Increment, including but not limited to the (a) a city fee consisting of ten percent (10%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Hollywood/Sheridan Redevelopment Area, including the Project; and (b) all Incremental Taxes previously allocated or pledged by the City before the date of this Agreement including, without limitation, Incremental Taxes allocated or pledged to or under the Hollywood House redevelopment agreement, the Chicago Park District (Buttercup Park project) and the Edgewater Library project.

ARTICLE FOUR: TERM

The Term of the Agreement shall commence on the date of its execution and shall expire on December 31, 2012.

ARTICLE FIVE: INDEMNITY; DEFAULT AND REMEDIES

1. **Indemnity.** The CHA agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (1) the Project, including but not limited to the CHA's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection therewith (but not including the City's negligence or intentional actions); or (2) the CHA's failure to comply with any of the terms, covenants and conditions contained within this Agreement.

2. **Default and Remedies.** The failure of the CHA to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the CHA under this Agreement or any related agreement shall constitute an "Event of Default" by the CHA hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of the City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

In the event the CHA shall fail to perform a covenant which the CHA is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the CHA has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the CHA shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

ARTICLE SIX: CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required

hereunder, such consent or approval shall not be unreasonably withheld.

ARTICLE SEVEN: NOTICE

Notice to CHA shall be addressed to:

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

with a copy to:

Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Attention: General Counsel

Notice to the City shall be addressed to:

Commissioner
Department of Housing and Economic Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602

and

Corporation Counsel
Department of Law
City Hall, Room 800
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telecopy or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

ARTICLE EIGHT: ASSIGNMENT; BINDING EFFECT

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

This Agreement shall inure to the benefit of and shall be binding upon the City, the CHA and their respective successors and permitted assigns. This Agreement is intended to be and is for the

sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

ARTICLE NINE: MODIFICATION

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

ARTICLE TEN: COMPLIANCE WITH LAWS

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE TWELVE: COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed an original.

ARTICLE THIRTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

ARTICLE FOURTEEN: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council on September 8, 2011 (the "Agreement Ordinance"). Execution of this Agreement by the CHA is authorized by order of the Board of Commissioners of the Housing Authority on August 16, 2011. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE FIFTEEN: HEADINGS

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE SIXTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the City or the CHA 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 and the CHA.

ARTICLE SEVENTEEN: CONSTRUCTION OF WORDS

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

ARTICLE EIGHTEEN: NO PERSONAL LIABILITY

No member, official, employee, commissioner or agent of the City or the CHA shall be individually or personally liable in connection with this Agreement.

ARTICLE NINETEEN: 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 Chicago Housing Authority: Sanjiv Jain, Vice President of Capital Construction
Chicago Housing Authority
60 E. Van Buren St., 12th Floor
Chicago, Illinois 60605
Phone: (312) 913-7358
FAX: (312) 913-7359

For the City: Bill Eager, Deputy Commissioner
City of Chicago
Department of Housing and Economic Development
City Hall, Room 1101
121 North LaSalle Street
Chicago, Illinois 60602
Phone: (312) 744 - 9475
FAX: (312) 742 - 1398

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.

[Balance of this page is intentionally left blank.
The signature page immediately follows this 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: 
Andrew J. Mooney, Commissioner
Department of Housing and Economic Development

CHICAGO HOUSING AUTHORITY

By: _____
Director of Procurement and Contracts

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

By: _____
General Counsel

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: _____
Andrew J. Mooney, Commissioner
Department of Housing and Economic Development

CHICAGO HOUSING AUTHORITY

By:  _____
Director of Procurement and Contracts

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

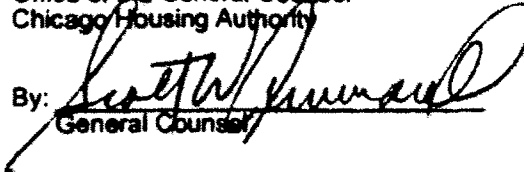
By:  _____
General Counsel

EXHIBIT 1

FEATURES OF THE PROJECT

Address: Judge Fisher Apartments
5821 North Broadway Street
Chicago, Illinois

Project Description: The Project consists of:

- The demolition of landscaping, demolition of existing parking lot, and the demolition of existing sidewalks located within the Property.
- A new entrance ramp will be constructed including a canopy which will protect the residents from the elements while entering the Building.
- The parking lot will be reconstructed with a new storm drainage system and additional parking.
- A community garden will be constructed which will include a trellis walkway with vegetation.
- New architectural park benches and picnic tables will be installed throughout the Property.
- A rain garden will be installed as a focal point near the Building.
- The Project will also include all new sidewalks and landscaping throughout.
- The Project will include lace fencing on CHA property and ornamental fencing on the City owned public right of way bordering the Property along North Broadway and West Ardmore.
- The Project will include the construction of sidewalk pits and installation of trees on City owned public right of way bordering the Property.

EXHIBIT 2
REQUISITION FORM

State of Illinois)
County of Cook) SS

The affiant, Sanjiv Jain, Vice President of the Chicago Housing Authority, an Illinois municipal corporation (the "CHA"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the CHA and the City regarding Judge Fisher Apartments dated September 28, 2011 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project by the CHA to date:

\$ 2,342,393.25

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

\$ 0

C. The CHA requests reimbursement for the following cost of TIF-Funded Improvements: \$ 296,946.00

D. None of the Project Costs referenced in paragraph C above has been previously reimbursed by the City.

E. The CHA hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and the CHA is in compliance with all applicable covenants contained therein.

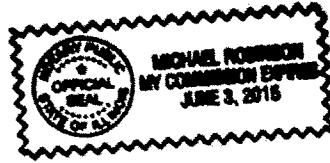
2. No Event of Default or condition or event that, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The CHA is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the CHA, all as may be in effect from time to time, including but not limited to CHA's MBE/WBE/DBE Policy, Section 3 Policy (24 CFR Part 135) and Davis-Bacon wage requirements pertaining to or affecting the Project or the CHA as related thereto.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the Project Budget attached as Exhibit 3 to the Agreement; and (2) evidence of the expenditures upon TIF-Funded Improvements for which the CHA hereby seeks reimbursement.

All capitalized terms that are not defined herein have the meanings given such terms in the Agreement.

CHICAGO HOUSING AUTHORITY



By: [Signature]
 Name: Saniv Jain
 Title: Vice President

Subscribed and sworn before me this 29 day of AUGUST, 2012

[Signature]
 My commission expires: _____

Agreed and accepted:
 CITY OF CHICAGO
 DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

Name: _____
 Title: _____

EXHIBIT 3
PROJECT BUDGET
Attached.

**EXHIBIT 3
PROJECT BUDGET**

Entry Canopy

Entry Canopy Steel	\$61,000
Entry Canopy Roofing & Finishes	\$25,000

Subtotal: **\$86,000**

Electrical Work / Site Lighting

New Site Light Fixtures	\$21,000
New Site Power Distribution	\$126,000

Subtotal: **\$147,000**

Parking Lot / Sidewalk Replacement @ North and East

Sidewalk Demolition	\$32,500
Parking Lot Demolition	\$16,500
Excavation & Removal of site drainage utilites @ Parking Lot & Ramp	\$66,100
New Parking Lot Asphalt (installed)	\$35,000
New Sidewalk Seeded Concrete (installed)	\$74,000
New underground detention system @ Parking Lot	\$ 49,720
New Concrete Foundations & Flatwork	\$146,000

Subtotal: **\$ 419,820**

Site Water Management

Excavation, Grading & Removal of existing site drainage utilites	\$37,400
New underground site drainage utilities & piping	\$36,000

Subtotal: **\$73,400**

Irrigation System

Irrigation Piping	\$40,000
Irrigation Finishes	

Subtotal: **\$40,000**

Plumbing System Upgrades

New Plumbing Piping	\$17,000
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Subtotal: **\$17,000**

Permanent Site Fencing

New Site Fencing	\$71,000
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Subtotal: **\$71,000**

Dumpster Enclosure	
New Masonry Structure	\$21,000
Subtotal:	\$21,000
Removal of UST	\$70,000
Site Furnishings	\$345,000
Trees, Plantings & Grasses	\$110,000
TOTAL	\$1,400,220
GC's Overhead & Profit associated with the work	\$383,378
Design Work Associated with the work	\$142,770
Construction Management Cost	\$90,172
GRAND TOTAL:	\$2,016,540

Total Project Cost	\$2,016,540
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EXHIBIT 4

TIF-FUNDED IMPROVEMENTS

<u>Line Item</u>	<u>Cost</u>
Costs of Rehabilitation	
Entry Canopy	\$86,000
New Sidewalk Seeded Concrete consisting of an entrance ramp connecting the Building to the City-owned right of way bordering the Property	\$135,900
General Contractor's overhead & profit associated with TIF eligible work	\$60,756
Construction Management fees attributable to TIF-Funded Improvements	<u>\$14,290</u>
Total	\$296,946

Note: Notwithstanding the total dollar amount of TIF-Funded Improvements listed above, the financial assistance to be provided by the City under this Agreement is limited to \$296,946, subject to adjustment as provided in Article III.