



**CHAMPAIGN
PARK DISTRICT**

**AGENDA
SPECIAL MEETING
Bresnan Meeting Center
706 Kenwood Road
Champaign, Illinois
Wednesday, May 22, 2019
5:30 p.m.**

A. CALL TO ORDER

B. COMMENTS FROM THE PUBLIC *Comments limited to not more than three (3) minutes.*

C. APPOINTMENT OF OFFICERS *(Oath Required)*

1. Appointment of Treasurer

D. NEW BUSINESS

1. Approval of a Subrecipient Agreement between the City of Champaign and the Park District for the Community Matters Program
Staff recommends approving the Subrecipient Agreement between the City of Champaign and the Park District for the Community Matters Program and authorizing the Executive Director to execute the agreement. The term of the agreement is from July 1, 2019 through June 30, 2020.
2. Approval of an Agreement with the Kiwanis Little League
Staff recommends approving an agreement with the Kiwanis Little League for a three year term and authorizing the Executive Director to execute the agreement.
3. Approval of an Agreement between the Park District and The Carle Foundation
Staff recommends approving an Agreement between the Park District and The Carle Foundation to maintain a portion of the Carle at the Fields trail system.

E. DISCUSSION ITEMS

F. COMMENTS FROM COMMISSIONERS

G. ADJOURN



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: May 16, 2019
SUBJECT: Community Matters Agreement with City of Champaign

Background

Since the summer of 2007, the Park District have been partnering with City of Champaign Neighborhood Services along with the City of Champaign Police Department as well as other Community Partners, to address the issues with various criminal incidents in the Garden Hills area involving young people. Our partnership over the years has assisted with improving the neighborhood infrastructures by providing recreation activities as alternatives to criminal activities for these young people.

The Park District responded by creating a series of events and activities on six Thursday nights throughout the summer. The Summer Thrills at Garden Hills was created as a series of special events for all ages. These events included movie nights, concerts, sports activities, and a variety of other fun events. The response from the neighborhood was fantastic and they wanted to see more activities and events in the park.

The Garden Hills area (West of Prospect Avenue, South of Bloomington Road, East of Mattis Avenue and North of Bradley Avenue) currently has over 700 students in elementary, middle school and high school. The Garden Hills area has very little park space or access to indoor recreation opportunities, therefore the need for something for these young people to do was really needed.

The City of Champaign, Champaign Unit 4 Schools, and the Park District discussed various possibilities and came up with an idea to create year-round programming for the Garden Hills residents based out of the Garden Hills Elementary School and park. A committee of staff members from the City, Unit 4, the United Way of Champaign County, and Park District met to create a pilot year-round program that met the needs of residents of the Garden Hills community.

The City officials have been very pleased with the success of the programs offered during the past eleven years for the Garden Hills Neighborhood. The programs have been a true win-win partnership for the City, Park District and Unit 4. The residents also are very excited about continuing the programs and have voiced their support for continuing the programs.

Proposal for the Summer 2019

During the summer of 2018, the committee of staff members were able to assist 205 children/youth and Teens in the Garden Hills Community who were invited to attend summer day camp at Douglass Park. This year the Park District will provide day camp opportunities for 20-20 kids, which includes our regular day camp camps for ages 6 – 13 each week. The Douglass day camp will provide a wide range of STEM/daily activities to support physical, emotional, intellectual and social development along with FUN for every youth who attends the 10-week day camp.

The mission of the Champaign Park District is to enhance our community's quality of life through positive experiences in parks, recreation, and cultural arts.

Douglass day camp runs from May 30th through August 2nd, with the operating hours of 7:30am to 5:30am Monday through Friday. Day camp staff will make arrangements for all field trips and activities. The Park District will provide a staff supervision ratio of one supervisor to every eight (8) participants in the program. Staff met with Unit 4 administrators to expand our recently added component of camp at Garden Hills Elementary School focusing on 4-5th graders. Kids will be bused (provided by Unit 4) to Springer Cultural Center for the morning portion of camp, from 7:30am to 12pm, Monday through Thursday, starting June 10th through July 11th. After completing the morning portion of camp, participating kids will bused back to Garden Hills Elementary School from 12:30pm to 5:30pm to work with Unit 4 teachers and Park District camp leaders with an emphasis on sports and physical activities. Kids attending this camp will receive extra assistance in math and reading skills.

Fine Arts Program

The Park District has partnered with Erin Tarr, founder of Be the Benchmark, and Jenette Jurczyk, creative director of That's What She Said, on building a That's What Teen Say program. That's What Teens Say is a three day workshop to build confidence, communication, and empowerment in young women. During the workshop they develop, write and perform their own personal story on the stage with the support and encouragement of their friends, family, and fellow teens. The Park District hosted the workshop in November 2018 and in March 2019. Staff would like an opportunity to work with the two community partners to continue to grow the program. The goal for this partnership is to build the program, be able to bring in more girls to participate, and to perform at the Virginia Theatre to a larger audience. Requested funds will be used for materials, equipment, stage, staff, hors d'oeuvres and space.

Also, throughout the years, the Park District has worked with other Community Matters partners to host one (1) special event to focus on civic engagement and celebrating community. This event has typically resulted in the coordination of a Community Resource Fair (Spring Fling) in the spring held at Garden Hills Elementary School.

Budget Impact

The City will provide funding through the Community Development Block Grant (CDBG) for the summer day camp programs at Douglass Park and Garden Hills Elementary School and a Fine Arts program in the amount of \$32,478 from July 1, 2019 through June 30, 2020. The funds will be allocated as follows: \$19,539 for 20-30 children/youth to attend the Douglass Day Camp each week; \$1,000 for a community focused special event/resource fair; \$10,439 for the Garden Hills Summer Camp; and \$1,500 for the Fine Arts Program. Any funds remaining in the current budget from the City will be carried over from FY20-21 to the summer day camp program.

Recommended Action

Staff recommends approval of the Subrecipient Agreement between the City of Champaign and the Park District for the Community Matters Program. The term of the agreement is from July 1, 2019 through June 30, 2020.

Prepared by:

Reviewed by:

Jameel Jones, CGSP
Director of Recreation

Joe DeLuce, CPRP
Executive Director

A. Single Payment. Payment for services rendered shall be due to the Service Provider only after receipt by the City of an itemized statement at the end of performance by the Service Provider. Such statement shall describe the services rendered and shall reference the date of such services, person performing the service and fee for each time service is rendered and each type of service rendered under this Agreement. The amount of such statement shall not exceed the not-to-exceed amount set forth above. The City shall render payment within forty-five (45) days following receipt of a statement of itemization of the services actually, timely and satisfactorily performed. The Service Provider waives to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

B. Periodic Payments. Payment for the portion of services rendered shall be due to the Service Provider upon the completion of each part as described in Exhibit "A" and tender of an itemized statement by the Service Provider to the City. The City shall render payment within forty-five (45) days following receipt and approval of the itemized statement for services actually, timely and satisfactorily performed. Such statement shall describe the services rendered and shall reference the date of such services, person performing the service and fee for each time service is rendered and each type of service rendered under this Agreement. The total amount charged shall not exceed the not-to-exceed amount set forth above. The Service Provider waives to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

4. Personal Services. The parties, as the basis of this Agreement, agree that **Jameel Jones**, as representative of the Service Provider, shall personally perform or directly supervise the Service Provider's performance hereunder.
5. Time of Performance. The Service Provider shall devote such time, personnel and resources to the completion of the services provided for herein so as to complete the work **June 30, 2020**. Time is of the essence of this Agreement.
6. Insurance. During the term of this Agreement, at its own cost and expense, the Service Provider shall maintain in full force and effect insurance policies as enumerated herein. All policies, except policies for professional liability, shall be written on an occurrence basis. All policies will be written

with insurance carriers qualified to do business in the State of Illinois rated A- VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form. The City of Champaign and its officers and employees shall be named as an additional insured party on the general liability policy and any umbrella policies if applicable and included as an additional insured on the automobile liability policy. The City's interest as an additional insured party shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates. Professional liability shall be written on a form satisfactory to the City. Prior to execution of this Agreement, the Service Provider shall provide the City with a copy of the Professional Liability policy for approval, said approval shall not unreasonably be withheld. In addition, the Service Provider shall provide the City with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least thirty (30) days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be ten (10) days. Any renewal certificates of insurance shall be automatically provided to the City at least thirty (30) days prior to policy expiration.

- A. **Workers' Compensation:**
 - Coverage A: Statutory Limits
 - Coverage B: \$100,000 per accident or disease, per employee
- B. **General Liability:** Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - 1. Products and completed operations coverage.
 - 2. Contractor's Protective coverage.
 - 3. Personal Injury Liability coverage.
- C. **Automobile Liability:** Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
- D. **Professional Liability:** A professional liability errors and omissions policy with limits of at least One Million Dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.
- E. **Errors and Omissions:** If the Service Provider provides services to the City that are of a nature that professional liability insurance is not commercially available, s/he shall provide evidence of errors and omissions insurance with limits of at least One Million Dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.
- F. **Umbrella Liability** policies may be used to satisfy the limits named above.

If a **self insured** retention or deductible is maintained on any of the policies, the amount of the self insured retention or deductible shall be approved by the City. Such approval shall not be unreasonably withheld.

This provision shall not be construed to be a limitation of liability for the Service Provider.

7. Indemnity/Hold Harmless. To the fullest extent allowed by law, Service Provider shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including costs and attorneys fees, of or by anyone whomsoever, in any way resulting from or arising out of the operations of the Service Provider or the Service Provider's employees or subcontractors and acts or omissions of employees or agents of Service Provider or subcontractors, unless caused solely by the City, its officers or employees. The City shall have the right to estimate the amount of such claims, demands, suits, actions or proceedings for damage or injuries and pay the same, and any amounts so paid shall be deducted from the money due the Service Provider under this Agreement, and the whole or so much of the money due or to become due the Service Provider under this Agreement, as may be considered necessary by the City, shall be retained by the City until such claims, demands, suits, actions, or proceedings shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to the City.

Insurance coverage specified in these General Conditions shall in no way lessen or limit the liability of Service Provider under the terms of the Agreement. Service Provider shall procure and maintain at the Service Provider's own cost and expense, any additional kinds and amounts of insurance that, in the Service Provider's own judgment, may be necessary for the Service Provider's property protection in the prosecution of the work.

8. Disputes

Any disputes concerning a question of fact arising under this Contract that are not disposed of by agreement between the Vendor and the City Representative shall be decided by the City Manager. The decision of the City Manager or the City Manager's duly authorized representative for the determination of such decisions shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any proceeding under this clause, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Vendor shall proceed diligently with the performance of the Contract and in accordance with the decision of the City Representative or City Manager, whichever was last issued.

9. Termination and Suspension.

(a) This Agreement shall continue in full force and effect until completion of the Project unless it is terminated at an earlier date by either party, as outlined below.

(b) The City may terminate this Agreement with or without cause by giving no less than fourteen (14) calendar days' written notice of the intent to terminate this Agreement. Notice shall be considered given when deposited in the United States Mail, postage prepaid, and addressed to Service Provider. The Contract shall cease and terminate on the 15th day after the date of Notice.

(c) In the event that any of the provisions of this Agreement are violated by the Service Provider or the City, the aggrieved party may serve written notice upon the other of the intention to terminate this Agreement, such notice to contain the reasons for such intention. Unless within five (5) calendar days after the serving of such notice upon such party, the violations shall cease and satisfactory arrangements for correction be made, the Contract shall upon expiration of said five (5) calendar days cease and terminate.

(d) In the event of termination, the Service Provider shall be paid by the City for all services performed to the satisfaction of the City which were actually, timely and faithfully rendered up to the receipt of the notice of termination, and thereafter, upon the express written direction of the City, until the date of termination. The Service Provider will provide all work documents developed

up to the date of termination prior to the City rendering final payment for service, which documents become the property of the City.

(e) The Service Provider shall be responsible for all costs incurred by the City to enforce any provision of this Contract and/or to remedy any Vendor default or breach of this Agreement, including all court costs and reasonable attorneys' fees.

10. Documents. All documents generated by the Service Provider as the result of this Project, whether produced on paper or electronically and whether stored in paper form, electronically or by any other method, shall become the property of the City upon completion or termination of the Project. The Service Provider shall be liable to the City for the cost of replacement for loss or damage of any documents belonging to the City while in the possession or control of the Service Provider.
11. Confidentiality. The Service Provider shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement, and as identified in writing by the City as confidential.
12. Nature of Service Provider's Relationship with City. The Service Provider will be acting as an independent contractor and not as an employee of the City. This is a personal service contract and the work shall be performed to the satisfaction of the City, as it shall in its sole discretion determine.
13. Copyright. The Service Provider assigns to the City any and all of Service Provider's rights under copyright laws for work prepared by the Service Provider, its employees, subcontractors or agents in connection with this Agreement, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
14. Successors and Assigns. The City and Service Provider each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by the Service Provider of its interest in this Agreement without the written consent of the City shall be void.

15. Compliance with Law. The Service Provider shall comply with any and all applicable Federal, State and local laws as the same exist and may be amended from time to time. This Agreement shall be governed by the laws of the State of Illinois. In compliance, in part with this requirement, Service Provider agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached to this Contract.
16. Dual Representation Affidavit. If applicable, the Service Provider agrees to comply with the City's Dual Representation Policies and fill out the attached affidavit, attached to this Agreement.
17. Judicial Order to Terminate. Should any court of competent jurisdiction find that this Contract is invalid, this agreement shall terminate and the Service Provider shall seek no damages from the City for the same.
18. Use of City's Name. The Service Provider may, after the completion of the Agreement, publish the fact and nature of this engagement without further permission of the City. The Service Provider may not use the City's name in any advertisements without prior written permission from the City Manager.

19. Notices. Notice given hereunder shall be given to:

The City at:
City Manager
City of Champaign
102 North Neil Street
Champaign, Illinois 61820

Service Provider
Director of Recreation
Champaign Park District
706 Kenwood Rd
Champaign, IL 61821

and

Neighborhood Programs Manager
City of Champaign
102 North Neil Street
Champaign, Illinois 61820

21. Amendments. This Agreement may be amended only by written agreement signed by both the Service Provider and the City.
22. Survival of Provisions. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
23. Human Rights Guarantee Provision and Good Faith Efforts to Achieve Diversity.

(A) For the purposes of this provision, 'contracting entity' means the legal entity that has signed a Contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the City. The words used herein and the

requirements shall be interpreted or have the meaning ascribed to them in the City's Equal Opportunity in Purchasing Ordinance. (See Article IV of Chapter 12.5 of the Champaign Municipal Code, 1985, as amended.)

- (1) Non-Discrimination Pledge. The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual preference, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The contracting entity shall take good faith affirmative action in accordance with its affirmative action plan which has been submitted to and approved by the City, if a plan is required.
- (2) Notices. The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the Non-Discrimination Pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the City's notice.
- (3) Solicitation and Ads for Employment. The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual preference, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. An advertisement in a publication may state 'This is an Equal Opportunity Employer', which statement shall meet the requirements of this Section.
- (4) Employment Relations. The contracting entity shall have sent within six (6) months prior to entering into a City contract or shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in Section 2 advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the Non-Discrimination Pledge.
- (5) Access to Books. The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this Provision.
- (6) Reports. The contracting entity shall, if requested, provide periodic compliance reports to the City Manager. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this Provision entitled "Human Rights Guarantees".
- (7) Remedies. In the event that any contracting entity fails to comply with the Non-Discrimination Pledge, affirmative action provisions of the above subsections, or fails to comply with or make good faith efforts to comply with affirmative action plan or any provision of City, State or Federal law relating to human rights, after the City has provided written notice to the contracting entity with an opportunity to speak to the City Manager or the City Manager's designee relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:
 - (i) Cancel, terminate or suspend the contract in whole or in part;
 - (ii) Declare the contracting entity ineligible for further contracts for a calendar year;

- (iii) Recover from the contracting entity by set-off against the unpaid portion of the Contract Price, or otherwise recover money due to the contracting entity pursuant to the contract, the sum of Fifty Dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity shall fail to comply with these provisions of the contract, as determined by the City Manager, the said sum being fixed and agreed upon by and between the contracting entity and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the City would sustain;
- (iv) Seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

(B) In addition to the above requirements, all contracting entities performing City of Champaign contracts are required, in order to be considered a responsive bidder and throughout the duration of the contract, to demonstrate good faith efforts to meet utilization and workforce participation goals on City contracts. Utilization goals refer to the percentage of work performed by MBE ("Minority Business Enterprise") or WBE ("Woman Business Enterprise") subcontractors on the project. Workforce participation goals refer to the percentage of minority and female individuals employed on a project. Contractors will be required to show that they have met the utilization or workforce participation goals, or that they have made, or commit to making, good faith efforts to reach those goals. The City Manager or his or her designee will determine the sufficiency of a contracting entity's good faith efforts. Sufficiency of good faith efforts may vary depending on the type of contract, the type of products and/or services to be provided, and the duration of the contract.

1. The following are minimum requirements a contracting entity must meet to demonstrate good faith efforts:

(1) All contracting entities must submit an Affirmative Action plan as outlined above.

(2) All contracting entities must make all reasonable efforts to contact, negotiate, and partner in good faith with qualified MBE and WBE firms listed in the City's current electronic workforce management database for potential subcontracting and/or joint venture opportunities and to employ female and minority employees.

(3) All contracting entities must submit a utilization plan that outlines their planned use of MBE and WBE firms as subcontractors or as part of a joint venture, if applicable, and their employment of female and minority employees.

2. Other evidence of good faith efforts may include, but is not limited to:

(1) Providing job training or direct employment opportunities to increase the utilization of women and minorities on City projects.

(2) Attendance at City-sponsored networking events to increase the utilization of MBEs, WBEs, and female and minority workers.

(3) Providing evidence that the contracting entity has met or exceeded the goals established for City projects related to the utilization of MBE and WBE firms and minority and female workers. Evidence may include

payroll records or other documents showing the percentage of minority or female workers employed on a project or the percentage of project hours completed by minority and female workers.

(4) Monetary contributions to training and development funds, including the City's training and development fund, or organizations dedicated to encouraging MBE and WBE businesses and minority and female workers.

(5) Outreach and recruitment efforts of WBEs and MBEs and female and minority workers.

(6) Packaging requirements, where feasible, into tasks and quantities that encourage maximum participation from MBEs, WBEs, and minority and female workers.

(7) Providing interested and qualified MBEs and WBEs with adequate information about the bidding and request for proposal process, adequate time to respond, and assistance in responding to bid and proposal solicitation.

(8) Assisting interested MBEs and WBEs in obtaining necessary equipment, supplies, and materials to successfully compete for City contracts and subcontracts.

(9) Assisting interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance.

(10) Seeking services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers.

(11) If a contracting entity has rejected one or more MBEs or WBEs for a subcontracting or joint venture opportunity, providing supportable reasons for rejection based on a thorough investigation of the business and its qualifications.

(12) All other evidence of good faith efforts that the City Manager or his or her designee deems sufficient to advance the City's goals to encourage minority and female participation in City contracts.

3. Contracting entities are required to work cooperatively with the City of Champaign, including with the Office of Equity, Community, and Human Rights, to ensure ongoing compliance with the good faith effort requirement.

4. Waiver.

(1) Contracting entities that are unable to achieve utilization and workforce participation goals established for City contracts after all reasonable good faith efforts have been exhausted may apply for a waiver.

(2) Good faith effort requirements may be waived on certain City contracts due to the inability to appropriately apply the requirements in this section as a result of the nature of the contract or project.

(3) A waiver may be granted at the initiation of a purchase, at the vendor selection phase, or at any time in the contract's term.

(4) The determination to grant or deny a waiver and the duration of the waiver will be at the sole discretion of the City Manager or his or her designee.

(5) A contracting entity that demonstrates unwillingness to make good faith efforts, or that has demonstrated unwillingness to comply with good faith efforts in past City contracts, will not be eligible for a waiver.

(6) In order to request a waiver, contracting entities must contact the Office of Equity, Community, and Human Rights, 102 N. Neil St., Champaign, IL, 61820, or by telephone at (217) 403-8830.

5. Compliance During Term of Contract.

(1) If the City Manager or his or her designee determines that a contracting entity has not made recent and substantial good faith efforts during the term of a contract with the City, and the contracting entity does not have a valid waiver, the City Manager or his or her designee will notify the contracting entity of its non-compliance in writing. The notice will detail the non-compliance and will include information regarding the actions the contracting entity must take to cure the non-compliance.

(2) The contracting entity will be given ten (10) business days to cure the non-compliance or to provide a response in writing to the City Manager or his or her designee making acceptable arrangements to cure the non-compliance. Acceptable arrangements may include a waiver where the City Manager or his or her designee deems appropriate.

(3) If the contracting entity fails to cure the non-compliance or to make acceptable arrangements to cure the non-compliance within ten (10) business days, or if the City Manager or his or her designee finds the contracting entity's response insufficient, the City Manager or his or her designee may:

- a. Cancel, terminate, or suspend the contract in whole or in part;
- b. Declare the contracting entity ineligible for further contracts for up to one calendar year;
- c. Require the contracting entity to pay liquidated damages in the amount of fifty dollars (\$50.00) per day for each day the contracting entity was in non-compliance beginning with the original date of the letter of non-compliance; and/or
- d. Pursue other contractual remedies or sanctions allowable by law.

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF CHAMPAIGN & CHAMPAIGN PARK DISTRICT
FOR THE CommUnity MATTERS PROGRAM**

THIS AGREEMENT, entered this 1st day of July, 2019 by and between the **City of Champaign** (herein called the “Grantee”) and **Champaign Park District** (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Summer Day Camp

During the 2019-20 fiscal year, through the CommUnity Matters grant program, the Champaign Park District would like to offer thirty (30) total spots for Douglass Day Camp at the Douglass Community Center for a total of ten (10) weeks. Douglass Day Camp programs are designed for youth ages 6 to 11. 2019 camp dates are July 1, 2019 -August 2 2019. 2020 camp dates are tentatively planned to be hosted in May and June 2020. Camps run Monday through Friday, 7:30am-5:30pm. Day Camp weeks to be covered are below:

- Week 6 (2019): Cultural Week
- Week 7 (2019): Under the Sea
- Week 8 (2019): Mad Science
- Week 9 (2019): Spirit Week
- Week 10 (2019): Showtime at Douglass!
- Week 1 (2020): Theme TBD
- Week 2 (2020): Theme TBD
- Week 3 (2020): Theme TBD
- Week 4 (2020) Theme TBD
- Week 5 (2020) Theme TBD

Special Events/Activities

In addition to providing funding for our summer day camp programs, we would also like to request funding for one (1) community focused special event at Douglass Park. Our goal for the community focused event is to provide more opportunities for families to become aware of services available to them to assist with community resources for surrounding agencies, health, nutrition, safety, etc., as well as getting involved in supervised and recreational activities.

The FY 2019/20 CDBG-funded services will be provided for residents residing in the targeted areas of Garden Hills, Beardsley Park, Douglass Park and Bristol Park neighborhoods. If summer day camp slots remain after the program is underway other children from non-targeted area, but income-eligible households may participate. The special events will occur in the Garden Hills and Bristol Park neighborhoods. The Subrecipient will administer all tasks in the provision of the aforementioned public services in compliance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee.

Changes in the scope of services, budget or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and Grantee.

B. Program Delivery for the Summer Day Camp and Special Event

Listed below are the major tasks of the **Summer Day Camps and Special Event** that will be performed:

- Activity #1 Summer Day Camps (30 youth for 10 weeks, M-F)
- Activity #2 One Special Event

In addition, the Subrecipient will ensure that the numbers, background and qualifications of the Subrecipient's staff providing the **Summer Day Camps, Special Event** and any related services at all times are appropriate for the enrolled youth.

Subrecipient will maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the families receiving the **Summer Day Camps Special Event and Fine Arts Music Program** services as a result of assistance provided through the CDBG program.

C. Budget Method and Compensation

At a minimum of once per quarter, the Subrecipient shall provide the Grantee expense information for the **Summer Day Camps and Special Event** services described in Section A. of this Agreement.

D. National Objectives

The Subrecipient certifies that the CDBG-funded activity (ies) carried out under this Agreement benefits low- and moderate-income persons or those presumed to be principally low- and moderate income such as elderly, severely disabled or homeless.

E. Level of Accomplishment – Goals and Performance Measures

Outcomes:

The desired outcome of the program is to provide positive family and individual recreational opportunities in a safe environment.

F. Staffing

Appropriate Staffing
Administrative staff as assigned

The Subrecipient will notify the Grantee of any changes in the Key Personnel assigned or their general responsibilities under this project within two weeks of such change(s).

G. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement and may be the basis for suspension or termination of this Agreement in accordance with subsection VII-G of this Agreement.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the **1st day July, 2019** and end on the **30th day June, 2020**, unless otherwise extended in written modification to this contract executed by the Grantee and the Subrecipient. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

FY 2019/20 Community Development Block Grant (federal CDBG) funds:

Line Item	Budget for Summer Day Camp and Special Events
Douglass Summer Day Camp + Special Event	\$32,478
Total FY 2019/20	\$32,478

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **Thirty Two Thousand Four Hundred Seventy Eight Dollars and 00/100 (\$32,478.00)**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance. Final invoices must be submitted prior to **August 10, 2020**.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified by the city.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via first-class mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice sent in this manner shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee
Neighborhood Services Director
City of Champaign,
102 North Neil Street
Champaign, IL 61820
217.403.7070

Subrecipient
Director of Recreation
Champaign Park District
706 Kenwood Road
Champaign, IL 61821
217.398.2550

VI. SPECIAL CONDITIONS

Subrecipient shall indemnify, defend and hold harmless Grantee and any of its trustees, directors, officers, employees, agents and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Grantee that arises solely from an act, failure or omission on the part of Subrecipient, or any of its commissioners, officers, employees, agents, representatives, and volunteers in carrying out the terms of this Agreement.

Grantee shall indemnify, defend and hold harmless Subrecipient and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Subrecipient that arises solely from an act, failure or omission on the part of Grantee or any of its trustees, directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations

concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall

not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement except and only to the extent that said obligations are modified in said amendments.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

1. Default by Subrecipient. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement because of a default by the Subrecipient if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c) Ineffective or improper use of funds provided under this Agreement; or
- d) Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee shall provide the Subrecipient with written notice of any suspension of this agreement. Said written notice shall describe the basis for the suspension and the actions required to end the suspension. The Grantee shall provide the Subrecipient with written notice prior to terminating this agreement based upon the Subrecipient's default. Said written notice shall describe the basis of the default, provide that the Subrecipient shall have thirty days from the date of said notice to cure said default, and specify what actions are required for said cure.

2. Termination for convenience. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the

Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient shall follow any and all applicable laws regarding confidentiality unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall not earn program income through the CommUnity Matters program without prior written approval from the Grantee. If the Subrecipient does seek and receive approval to earn program income, the Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular quarterly Progress Reports to the Grantee in the form and content as required by the Grantee.

D. Procurement

1. Purchasing Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all CDBG-purchased materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Grantee's Human Rights Ordinance at Chapter 17 of the Champaign Municipal Code as amended, and the State of Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to submit and carry out an Affirmative Action Plan in accordance with the requirements imposed on non-exempt contracting entities in Sec. 12.5-65 of the Champaign Municipal Code in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Subrecipient shall submit said plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include all of the provisions in this Section IX of Paragraph A pertaining to Civil Rights and Paragraph B pertaining to Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a

“covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee

and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement, in addition to all attached contract documents, constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Champaign

Champaign Park District
FEIN #37-6000474

By _____
Dorothy Ann David, City Manager

By _____

Title _____

Attest _____
Marilyn Banks, City Clerk

Attest _____

By _____

Title _____

APPROVED AS TO FORM:

City Attorney



CHAMPAIGN PARK DISTRICT

REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director
DATE: May 16, 2019
SUBJECT: Agreement with Kiwanis Little League

Background

The Kiwanis Club of Champaign-Urbana has been the facilitator and sponsor of the community Little League program for nearly 70 years. Little League is a recreational based youth baseball program offered to both boys and girls ages 7-12. The Park District has been working with Kiwanis for many years to provide field and park space for their program. Currently, Kiwanis has four districts within the community, two of which are in Champaign. These districts include: Western, Eisner, Urbana, and First String. Practices and games for the program take place in Champaign Park District Parks including: Eisner, Centennial, Zahnd, Douglass, and Robeson.

Kiwanis Little League is directly responsible for all maintenance of the fields within the Park District's parks except for Zahnd. All expenses for supplies and labor are coordinated and paid directly by their leagues. Kiwanis communicates with Park District staff when there are problems, issues, or repairs, either beyond their realm of upkeep or those that pertain to the park. Outside of simple administration and agreement logistics, there is very little Park District staff time associated with the Little League Program.

The Park District and Kiwanis Little League continue to work together and strengthen their relationship. Little League is a vital aspect of youth recreational sports within the community and the Park District continues to support Kiwanis in their efforts to provide a quality program through the usage of park space and fields.

Prior Board Action

The Board approved a three year agreement in August of 2016.

Budget Impact

None.

Recommended Action

Staff recommends that the Board enter into an agreement with the Kiwanis for a three year term and authorize the Executive Director to execute the agreement.

Prepared by:

Jameel Jones, CGSP
Director of Recreation

Reviewed by:

Joe DeLuce, CPRP
Executive Director

AGREEMENT BETWEEN KIWANIS LITTLE LEAGUE AND CHAMPAIGN PARK DISTRICT

THIS AGREEMENT is made and entered into effective this ___ of April, [PG1] 2019 by and between the Champaign Park District, a municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and the Kiwanis Little League (hereinafter referred to as, "Little League") whose principal address is P.O. Box 1741, Champaign, Illinois 61824 [PG2].

WITNESSETH:

In consideration of the mutual covenants and agreements set forth herein, the ~~parties~~ Parties agree as follows:

Section 1 - General Purpose. The purpose of this Agreement between the Park District and the Kiwanis Little League is to provide the terms and conditions for the use of specific Park District ball fields (located in Eisner, Douglass, Zahnd and Centennial Parks) for league play and practice, define operational and maintenance responsibilities, and identify responsibility for costs.

Section 2 - Term. This Agreement shall be in effect for a period of three years from the date the Agreement is executed by both parties.

Section 3 - Permitted Uses. The respective ball field(s) shall be used and occupied by the Kiwanis Little League only for purpose of league play and practice for select dates as mutually agreed upon by the Parties.

Section 4. Definitions. For the purpose of this agreement the following shall be defines as:

- Routine Maintenance – Shall mean dragging of the infield and lining of the field.
- Non-Routine Maintenance – Shall be any field maintenance other than dragging the infield and lining the field.
- Renovation – Any construction, removal, improvement or replacement of infrastructure including but not limited to fencing, concrete, buildings, benches, bleachers, scoreboards, lighting, dugouts, base stems, and signs.

Section 54 – ~~Contractor's-Little League's~~ Responsibilities. ~~The Kiwanis-~~Little League shall:

- A. Provide a master game schedule to the Adult Sports Coordinator for Douglass, Eisner, and Centennial fields no later than April 21st of each year. For field usage at Zahnd, a master schedule must be provided by February 1st in order to guarantee usage.
- B. Adhere to the parking regulations at each site (i.e. parking only in designated parking areas; no grass parking at any facility; no parking on the access road to Prairie Farm or in the Sholem Aquatic Center Staff Parking lot).
- C. Report all accidents or unsafe conditions to the Park District's Adult Sports Coordinator as well as to the site supervisor if there is one onsite.
- D. Provide names and phone numbers of the presidents of each league and Major League coach to Adult Sports Coordinator by April 21st.
- E. Provide a written request eight weeks in advance in notice as well as a completed Rental Agreement for any special event, tournament (excluding Twin City Tournament), or any other needs except normal league play to the Adult Sports Coordinator.

- F. Will not sublet or rent any Park District field to any other group for any reason. Usage by any group other than Little League must be requested through the Park District with all fees for such use retained by the Park District.
- G. Reimburse the District for all additional field maintenance requested at any location. Maintenance charges will be determined solely by the Park District and based on material cost and personnel costs.
- H. Drag, and line, and provide bases for designated fields, except for Zahnd Park, ~~for its own use.~~
- I. ~~Will not mow, spray chemicals or engage in~~ Shall not mow, use chemical treatment, initiate contract mowing or chemical treatment any other non-routine field maintenance on any field located on District property without prior written permission from Only undertake any type of field maintenance whatsoever upon the express permission of the Special Projects Supervisor.
- J. ~~Will not undertake~~ Shall not undertake any renovation or construction project without first submitting a written request to the District's Executive Director, who will facilitate approval or denial of the request. If approved, little league Little League shall remove any debris resulting from Little League construction project(s) within 7 days of project completion. is responsible for all costs and construction oversight associated with the renovation and construction projects unless otherwise noted in a construction agreement.
- ~~K.~~ J. Be permitted to operate its own concessions at Eisner, Douglass, and Centennial Fields in connection with games and practices, and be entitled to all revenues and responsible for all losses in connection therewith.
- ~~L.~~ K. Kiwanis Little League will not operate concessions at Zahnd Park unless specifically permitted.
- ~~M.~~ L. Review the conditions of this agreement with the president of each league and instruct the presidents of the leagues to review this agreement with the coaches of their leagues prior to each season.
- ~~M.~~ M. Submit field reservations and maintenance requests only through the Little League President. Requests from any other party ~~will~~ shall not be honored. ~~This~~ The applicable information ~~will~~ shall be shared provided to with the president of each league who ~~will~~ shall be instructed to ~~share~~ provide it ~~with~~ to coaches and parents.
- N. Through the president of Little League, ~~must~~ submit in a timely manner any requests for field maintenance, that are not already indicated in Park District Responsibilities, to the Park District's Executive Director or his designee for consideration.

Section 65 – Park District Responsibilities. Park District shall:

- A. Provide mowing of the fields ~~as part of the District's pursuant to its~~ regular mowing schedule and mowing standards.
- B. Provide turf treatment of the fields ~~as part of the District's pursuant to its~~ regular treatment schedule and treatment standards.
- C. Treat for infield vegetation in field infields as part of the District's pursuant to its regular treatment routine regimen and standards.
- A.D. _____ Pick up and dispose of waste from receptacles placed at the fields.
- B.E. _____ Provide site supervision at all games at Zahnd Park and other parks as deemed necessary by the Adult Sports Coordinator.

C.F. Drag and line Zahnd Park field on scheduled game days, ~~and The Park District will~~ also drag and reline the Little League field at Zahnd Park during the semi-finals and finals games of the tournament held during the last week of June.

D.G. Maintain the right to operate or contract with a third party for the operation of the concession stand in ~~Zhand-Zahnd~~ Park during Little League games. In the event Park District operates the stand directly or via contract, it will retain all concession revenues.

E.H. Determine playability at the Zahnd Park field(s) in the event of inclement weather. . This information shall be recorded and made available to the public on the Park District Rain Out Line. The Park District's Adult sports Coordinator will make determinations on playability during the course of the evening.

F.I. Provide Little League with use of the south storage room at Zahnd concession/restroom building during each season; provided that, Little League shall remove such equipment promptly after each season is completed.

Section 6-7 – Use by Others.

A.—The Park District reserves the right to allow and approve ball field use by others who may operate baseball tournaments during those times when the fields are not scheduled for use by Little League.

Section 7 – Maintenance.

- A. ~~Kiwanis Little League shall prepare and maintain all fields and facilities rented for the season, excluding Zahnd Park field. Kiwanis Little League shall supply bases, all field preparation equipment and chalk necessary to prepare each field for a baseball game.~~
- B. ~~Park District shall supply restrooms, parking lots and garbage cans throughout the season at Zahnd Park.~~

Section 8 – Responsibility for Cost.

A. Park ~~district-District~~ shall not be responsible for the lost, stolen, or damaged equipment or items; and the Kiwanis Little League shall indemnify and hold harmless the Park District for any lost, stolen or damaged equipment as a result of Kiwanis Little League use and use by any of its directors, officers, employees, agents and representatives. Furthermore, the Kiwanis Little League shall pay for the repair or replacement of any Park District property that is lost, stolen or damaged by the Kiwanis Little League, its officers, agents or representatives.

Section 9 – Rules, Laws and Ordinances. The Kiwanis Little League shall comply with ay and all applicable ordinances and permit procedures of the Park District.

Section 10 – Insurance. The Kiwanis Little League shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by Renter shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Renters' insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate endorsements, extensions or riders necessary to assure coverage, together with such certificates of insurance which identify the required coverages. All liability insurance shall provide coverage on an "occurrence" basis and not on a "claims made" basis. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded Renter. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Renter. In such event, Renter shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Renter may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change. Renter shall maintain worker's compensation insurance sufficient to satisfy all applicable state and/or federal laws.

Section 11 – Independent Contractors. Notwithstanding any other provisions of this Agreement, the relationship between Park District and the Kiwanis Little League is, and shall remain, one of the independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint venturers between the Parties. In addition, the Kiwanis Little League may from time to time hire person(s) to perform labor and other services for it, and any such person shall not be construed to be a employee of or contractor with the Park District in any manner whatsoever. Furthermore, the Kiwanis Little League does hereby acknowledge its obligations and shall remain responsible for the payment of al withholdings, insurance or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District harmless from and indemnify if for the payment of any such amounts.

Section 12 – Default. In the event that either Party fails to comply with the terms of this Agreement, and cure such default within fifteen (15) days of written notice from the other Party, then the non-defaulting Party shall have the right to terminate this Agreement. Any such termination shall not terminate or affect the obligations or rights to enforce the same as they may have accrued prior to termination.

Section 13 – Indemnification.

The Kiwanis Little League shall indemnify, defend and hold harmless Park District and any of its directors, officers, employees, agents and representatives from an against any and all liability, loss, costs, causes of actions, demands, attorneys fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of the Kiwanis Little League or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

Section 14 – Severability. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall, therefore, remain in effect.

Section 15 – Assignment – Binding Effect. Neither party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other.

Section 16 – Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

Section 17 – Entire Agreement and Amendment. This Agreement and any written addendum to it executed in writing by the Parties constitute(s) the entire contract between Park District and the Kiwanis Little League, and may be changed, modified or amended only by mutual written agreement executed by Park District and Kiwanis Little League.

Section 18 – Counterparts. This Agreement shall be executed in duplicate, each of which shall be deemed to be an original.

Section 19 – Notice. All notices required pursuant to this Agreement shall be in writing, and shall be deemed to have been given at the time they are mailed to the respective parties at the address set forth in this Agreement, or at such other place or address as the parties shall provide to each other in writing. Joe DeLuce , 706 Kenwood Road, Champaign, IL 61821 or ~~Randall Green~~ Greg Fink, ~~610~~ [PG3] Erin _____ ~~Drive~~, Champaign, Illinois 6182 ____ .2

IN WITNESS WHEREOF, the ~~parties~~ Parties have caused this Agreement to be executed effective as of the day and year first above written.

Champaign Park District, a municipal corporation _____ ~~The~~ Kiwanis Little League

By: _____

By: _____

Name: _____
(print name)

Name: _____
(print name)

Title: _____

Title: _____

Date: _____

Date: _____



REPORT TO PARK BOARD

FROM: Joe DeLuce, Executive Director

DATE: May 17, 2019

SUBJECT: Carle at the Fields Trail Maintenance Agreement with The Carle Foundation

Background

Since September of 2017 Park District staff has been working with Carle Foundation and the City of Champaign concerning short and long-term issues of Carle at the Fields Trail. The agreement process has been an intricate matter; even though most of the trail construction is complete, some of the completed portions are on yet-to-be-annexed property. That is, portions of the completed trail are on property outside of the Champaign Park District boundary. The final version of the trail maintenance agreement with Carle, attached here for reference, addresses the short and long-term concerns of both the annexed and yet-to-be-annexed portions of the trail.

Prior Board Action

Board Special Meeting, April 27, 2019—This item was tabled owing to maintenance arrangement clarification. The agreement attached is the updated version.

Budget Impact

Generally speaking, the Park District will maintain portions of the trail within the annexed property at its expense; the Park District will maintain portions of the trail within the unannexed property at Carle's expense, and the attached agreement addresses the scope and quantity of those maintenance items. The specifics are detailed in the attached maintenance agreement and its attachments.

Recommendation

Park District Attorney has reviewed the updated version with no objections; staff recommends approving the Carle at the Fields Trail maintenance agreement with Carle.

Prepared by:

Reviewed by:

Andrew Weiss
Director of Planning

Joe DeLuce
Executive Director

**AGREEMENT BETWEEN
CHAMPAIGN PARK DISTRICT AND THE CARLE FOUNDATION**

THIS AGREEMENT is made and entered into effective this ____ of April 2019, by and between the Champaign Park District, an Illinois municipal corporation (hereinafter referred to as, "Park District"), whose principal address is 706 Kenwood Road, Champaign, Illinois, and The Carle Foundation, an Illinois non-profit corporation (hereinafter referred to as, "Carle"), whose principal address is 611 W. Park St., Urbana, IL, 61801, for the purpose of maintaining a portion of the Carle At The Fields trail system (hereinafter referred to as the "Trail" or "Trails", as the case may be).

WITNESSETH:

In consideration of the mutual covenants and agreements set forth herein, the **parties** **Parties** agree as follows:

Section 1 – General Purpose. The purpose of this Agreement between the Park District and Carle is to provide the terms and conditions wherein the Park District will maintain certain portions of the Trails that have not been annexed into the City of Champaign as detailed in Exhibit A, in accordance with the standards of the Park District.

Section 2 – Term. This Agreement shall be in effect for a two (2) year period commencing _____, 2019 through _____, 2021.

Section 3 – Permitted Uses. Both Parties shall allow the Trails to be open and used by the public (without charge) during all times of the year, pursuant to Park District policies. Carle shall allow the Park District to maintain the Trails to the standards of the Park District.

Section 4 – Carle Responsibilities. Carle shall:

- A. Allow the Park District access to the Trails for the purposes of any applicable use, maintenance or inspection.
- B. Provide a single lump sum payment of six thousand dollars (\$6,000.00) to the Park District to provide and purchase identification signs, regulatory signs, trash receptacles, benches, pet waste stations, mile markers, and other amenities as agreed upon.
- C. Provide an annual payment of three thousand five hundred dollars (\$3,500.00) to the Park District in order to maintain the unannexed portion of the Trails (Sections G-H-A-B-C and the loop areas adjacent to ponds one (1) and three (3)) in accordance with Park District standards. Such payment includes waste management (trash removal, trash bags, pet waste station bags, and the like), trail inspections, snow removal, attending to damages from minor vandalism, trail sign replacement, and tree care by the Park District.
- D. Retain and maintain contractual services for mowing, landscaping, turf treatments, planting and mulching throughout the entire trail corridor area (30 feet wide).
- E. Repair, replace and maintain infrastructure associated storm water within this Trails maintenance agreement area, at no cost to the Park District.

- F. Repair, replace and maintain infrastructure associated with irrigation systems and other potable water systems within the maintenance agreement area, at no cost to the Park District. Furthermore, it shall be responsible for any water detention, retention or pond areas.
- G. Maintain, with service providers, and pay for all public utilities within the Trails maintenance agreement area, including but not limited to electrical, sewer, storm water and natural gas, at no cost to the Park District.
- H. Repair, replace and maintain its benches and other amenities or structures, unless they are damaged by the Park District.

Section 5 – Champaign Park District Responsibilities. Park District shall:

- A. Allow Carle access to the Trails for purposes of any use.
- B. Undertake the activities set forth in this Section for as otherwise may be agreed to by the Parties with regard to the Trails, which shall for the purpose of this Agreement be deemed to include the path within the thirty (30) foot Trail corridor, including without limitation, running and walking events, general public walking for exercise, fitness activities, sitting or relaxation, and similarly related matters.
- C. Not erect or cause to be erected any permanent buildings, facilities, or structures in the Trails area.
- D. Be responsible for completing an annual inspection of the conditions of the Trails.
- E. Provide an annual payment of six thousand two hundred and seventy seven dollars (\$6,277.00) to Carle in order to maintain mowing, turf treatments, mulching and landscaping for annexed portions of the Trail C-D-E-F-G, pursuant to ~~a the~~ previously executed landscaping agreement with Landscaping Contractor.
- F. Maintain the Trails system to Park District standards for trails. The Park District shall ~~coordinate cooperate with~~ Carle ~~and/or with the current landscape contractor~~ to arrange for mowing the thirty (30) foot Trail corridor for the duration of this Agreement.
- G. Be responsible for the collection and removal of refuse from the Trail area.
- H. Be responsible for placement and continued maintenance and restocking of supplies of pet waste stations along the Trail area.
- I. Be permitted to stockpile snow during snow removal processes in designated Carle owned areas, which shall be approved by the Parties. Deicing material shall not be used.
- J. Control or remove unwanted or detrimental vegetation in accordance with park industry standards consistent with appropriate management practices, but shall not provide turf treatments.
- K. Maintain landscaped/mulched areas within the thirty (30) foot Trail corridor. The Park District shall ~~work cooperate with the landscape contractor~~ Carle regarding its

responsibilities with mulch landscaped areas and Carle shall pay the cost of mulch to meet Carle landscaping standards.

- L. Be responsible for tree care and maintenance within the Trail maintenance area, after the current private planting and care contract/warranty period terminates.
- M. Coordinate any Special Use permits for the Trail with the applicable Carle representative. Such Carle representative shall be required to approve any event scheduled by the Park District, which shall not be unreasonably withheld.

Section 6 – Supervision. Activities on the Trail may require Park District and Carle staff to work jointly to complete maintenance projects. Both Parties shall provide supervision and support when reasonably requested.

Section 7 – ~~Service Provider~~Landscaping Contractor. The Parties acknowledge that certain landscaping services have been contracted for by Carle with the firm of Brown Woods based upon an anticipated cost of trail maintenance in the amount of eleven thousand seven hundred thirty-five dollars and seventy-three cents (\$11,735.73) per year.

Section 8 – Reciprocal Responsibility for Damages to Property. The Park District shall be responsible for and shall pay for any damage it causes to Carle property arising in any manner out of the use or occupation of the Trails pursuant to this Agreement. Carle shall be responsible for and shall pay for any damage it causes to Park District property arising in any manner out of the use or occupation of the Trails pursuant to this Agreement.

Section 9 – Rules, Laws, and Ordinances. The Parties shall comply with any and all applicable laws, ordinances and Park District rules in performing the terms of this Agreement.

Section 10 – Insurance. Carle shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$1,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by Carle shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of Carle's insurance and shall not contribute with it. Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insureds under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insureds. The policy and/or coverage shall also contain a "contractual liability" clause and shall contain appropriate endorsements, extensions or riders necessary to assure coverage. Carle shall provide a certificate of such insurance as may be applicable from time to time, identifying the coverages and information required herein. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for Park District to immediately terminate this Agreement with no further rights afforded Carle. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from Carle. In such event, Carle shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that Carle may from time to time change insurers; provided that, Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change. Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to

identify a deficiency from the evidence that is provided shall not be construed as a waiver of Carle's obligation to maintain such insurance. Carle shall maintain in effect at its sole expense workers' compensation insurance that complies with applicable state and federal law.

Section 11 – Independent Contractors. Notwithstanding any other provision of this Agreement, the relationship between Carle and Park District is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish any relationship of employer/employee, partners, or joint venturers between the Parties, or of their respective employees, officers, agents or representatives. In addition, Park District may from time to time hire people to perform labor and other services for it, and any such person shall not be construed to be an employee, agent, or representative of, or contractor with, Carle in any manner whatsoever. Furthermore, Park District does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance, or other amounts as may be required by law in connection with its hiring or contracting with any person, and shall in all respects hold Carle harmless from and indemnify it for the payment of any such amounts.

Section 12 – Mutual Hold Harmless and Indemnification. The Park District shall indemnify, defend and hold harmless Carle and any of its trustees, directors, officers, employees, agents, volunteers and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Carle that arises solely from an act, failure or omission on the part of Park District, or any of its commissioners, officers, employees, agents, representatives, and volunteers in carrying out the terms of this Agreement.

Carle shall indemnify, defend and hold harmless Park District and any of its commissioners, directors, officers, employees, agents, representatives, and volunteers from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against Park District that arises solely from an act, failure or omission on the part of Carle or any of its trustees, directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

Section 13 – Default and Termination. . (a) This Agreement may be terminated by the Parties by a mutual written agreement at any time. (b) This Agreement may be terminated for cause in the event of a breach by a Party. In the event of a termination for cause, the non-breaching Party shall provide the breaching Party with a written notice informing the breaching Party of the nature of such cause and providing ten (10) days notice to cure. In the event the breaching Party fails to cure within such ten (10) day period, then the non-breaching Party shall send a further notice informing the breaching Party that this Agreement is terminated. (c) Either Party may terminate this Agreement upon providing a thirty (30) day written notice to the other Party..

Section 14 – Severability. In the event any one or more of the provisions set forth in this Agreement shall be finally determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed severed from this Agreement, and the validity, legality, or enforceability of the remaining provisions of this Agreement or any other application thereof shall not be affected or impaired thereby, and shall remain in effect.

Section 15 – Assignment - Binding Effect. Neither party nor any subsidiary, successor, partner, employee, agent or affiliate shall assign or delegate any of their rights or responsibilities under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

Section 16 – Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement, shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of the right or power at all or any other times.

Section 17 – Entire Agreement and Amendment. This Agreement and any written exhibit, amendment, or addendum to it constitute(s) the entire contract between Park District and Carle, and may be changed, modified or amended only by mutual written agreement executed by the Parties.

Section 18 – Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 19 – Notice.

Any notices or other communication required or permitted under this Agreement shall be in writing and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) sent by overnight delivery by a reputable courier to the address of the Party set forth herein or (d) telecopied to the facsimile number of the Party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or, (iii) in the case of mailed notice, four (4) days following deposit in the United States mail. Notice of change of address shall be provided by written notice in the manner detailed in this Section.

Champaign Park District
Attn: Executive Director
706 Kenwood Road
Champaign, IL 61821
FAX: (217) 355-8421

Carle Foundation Hospital
Attn: President/CEO
611 W. Park Street
Urbana, IL 61801
FAX: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as the day and year first above written.

Champaign Park District,
a municipal corporation

The Carle Foundation,
an Illinois non-profit corporation

By: _____

By: _____

Name: _____
(print name)

Name: _____
(print name)

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Cindy Harvey, Secretary

**EXHIBIT A
SITE MAP**

See Attachment

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