

Received In  
MAY 21 2018  
Executive Offices

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF PEORIA AND THE PEORIA HOUSING AUTHORITY  
FOR THE  
CONSTRUCTION OF A NATURE BASED PLAY AREA**

The PEORIA HOUSING AUTHORITY, a municipal corporation ("PHA") and the CITY OF PEORIA, ILLINOIS, a municipal corporation ("City") agree as follows:

**INTRODUCTION**

**WHEREAS**, Article VII, §10, of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, 5 ILCS 220/1, *et seq.*, entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges, or authority exercised or that may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, 5 ILCS 220/5 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking that any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

**WHEREAS**, the City is the recipient of a grant from the National Recreation and Park Association (NRPA) in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for the purposes of creating opportunities for nature based play in local parks, educating the public about the environment, particularly water resource stewardship and encouraging volunteerism; and

**WHEREAS**, the City has entered into a Memorandum of Understanding (MOU) with NRPA, with support from the American Water Charitable Foundation (WCF) to use the grant funds for the construction of a water play park known as "Peoria GreenSplash" (Project) on property owned and maintained by PHA; and

**WHEREAS**, the Project will generally include the construction of a 30' +/- foot diameter concrete pad with ground level water jets that are controlled by an in ground pump system, piping below and above ground, native plants installed around the splash pad, as well as signage indicating the project name and partner agencies; and

**WHEREAS**, the City, PHA, NRPA, and AWCF hereto desire to create opportunities for nature-based play in local parks, educate people about the environment, particularly water resource stewardship, and encourage community volunteerism through the construction of Peoria GreenSplash; and

**WHEREAS**, the City and PHA desire to facilitate the construction of the Project on the playground of PHA's Harrison Homes Development, located at 2022-2054 S. Friedan Street, Peoria, IL (Site).

**NOW, THEREFORE, IN CONSIDERATION** of the promises contained herein, the sufficiency of which is hereby acknowledged, the City and PHA agree as follows:

1. PHA will allow the City to build the Project at the Site as depicted and attached hereto as Exhibit A, in accordance with the MOU, attached hereto as Exhibit B.

2. The City will be responsible for maintenance and operation of the Project equipment and plant materials. PHA will facilitate access to the Project, as necessary, for ongoing maintenance and operation thereof.

3. PHA will continue to be responsible for lawn maintenance of the area surrounding the Project. PHA will have no responsibility for the cost of the Project construction, other maintenance efforts as a result of the Project or upkeep of the Project, or any costs related to the Project site construction, maintenance of the Project, including planting or maintenance of native plant material or the removal of the Project.

4. PHA will not be liable to the City for any liability of any kind relating to or arising out of the Project.

5. The City shall defend, indemnify and hold PHA and its successors and assigns harmless from and against any and all claims, liabilities, obligations, damages, losses expenses, recoveries, and deficiencies, including reasonable attorney's fees and defense costs, for any loss or damage for bodily injury, including death, property damage, and/or economic loss which may arise from, result from, or in any form, or in any way relate to the Project or the conduct of the City as a result of its operation of the Project, including, but not limited to, any act of negligence of the City, its agents, employees, and independent contractors. This provision shall be broadly interpreted to include formal or informal claims or complaints made by third parties, including contractors, entities, individuals, and other persons.

6. The City warrants that all federal, state, and local taxes as required by law will be paid in a timely fashion. The City will be responsible for reporting any change in the Project to the Chief County Assessment Officer and/or the appropriate authority as fully described in the Illinois Property Tax Code, 35 ILCS 200/9-185. Any fines, assessments, and penalties as a result thereof shall be paid by the City.

7. The City shall comply with all federal, state and local laws, including but not limited to, the Prevailing Wage Act pursuant to 820 ILCS 130/1 *et seq.*, and, if required, all record keeping related thereto.



8. PHA shall require the removal of the Project, as determined in PHA's sole discretion, if it is necessary for development, modification, and/or construction of PHA property. If so determined, City agrees to remove the Project at no cost to PHA, including the restoration of the ground and surrounding area to its prior state.

10. This Agreement shall be effective as of May 8, 2018.

City of Peoria

By: *[Signature]*  
Its: *City Manager*

Peoria Housing Authority

By: *[Signature]*  
Its: *Chief Executive Officer*

ATTEST:

*[Signature]*  
City Clerk

EXAMINED AND APPROVED:

*[Signature]*  
Corporation Counsel



Google Maps Peoria GreenSplash at Harrison Homes, see location marked below.



Imagery ©2018 Google, Map data ©2018 Google 50 ft

Exhibit A



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated July 14, 2017 (Effective Date), is made between **National Recreation and Park Association**, a New York-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of Peoria**, a provider of park, recreation, or community services in Peoria, Illinois (Grantee).

### 1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of One Hundred Fifty Thousand Dollars (**\$150,000**) made available to Grantee for the implementation of the agreed upon Peoria GreenSplash (Project).

Made possible through the support of American Water Charitable Foundation, NRPA is managing the administration of the Building Better Communities Grant Program (Program). Grants made through this Program are intended to:

- Create opportunities for nature-based play in local parks
- Educate people about the environment, particularly water resource stewardship
- Encourage community and American Water employee volunteerism

Having been selected as a recipient of funding through this Program, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

### 2. Project Funding

- A. Within 30 days upon execution of this MOU, NRPA will send Grantee a check in the amount of One Hundred Fifty Thousand Dollars (**\$150,000**)
- B. Funds will be distributed by NRPA
- C. No matching funds are required

### 3. Grantee Requirements

Grantee will:

- A. Build, renovate or improve play space(s) at Peoria District 150 Public Schools Land, in alignment with Grantee's attached proposal.
- B. Complete Project by July 30, 2018
- C. Submit monthly reports to NRPA, including:
  - Summary of the Project status
  - Changes to the budget
  - Records of public outreach and press coverage
  - Update on American Water employee and community engagement events
  - Timeline for planned Project completion and recognition
  - Photos showing current progress
- D. Submit quarterly reports (dates provided by NRPA 1 month ahead of time), including:
  - Brief one paragraph summary of activities
  - 5-6 pictures documenting activities
- E. Host a site visit(s) for NRPA and/or American Water Charitable Foundation
- F. Host event(s) for volunteer days including American Water employees and the community that contribute to the Project through hands-on activities as well as for project milestones like the groundbreaking and grand opening
- G. Install permanent signage recognizing American Water Charitable Foundation's donation, to be mutually agreed upon and approved in advance

- H. Promote receipt of grant and success of Project through press release, on-site dedication event, and ongoing social media
- I. Submit a final report (template provided by NRPA) explaining the success of the project and how the grant funds were utilized upon completion of the project

#### **4. Promotion**

NRPA and American Water Charitable Foundation may use the Grantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Program, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

In all public statements concerning the grant or Program, the grantor shall be recognized as "American Water Charitable Foundation". Whenever possible, recognition should also be provided to "National Recreation and Park Association".

Grantee shall provide NRPA an opportunity to review any statement, message or use of grantor logo related to this grant or Project in advance of its release to the public.

#### **5. Limits of Liability**

Neither NRPA, nor American Water Charitable Foundation or any of its respective parents, subsidiaries, affiliates, officers, directors or employees shall be liable to Grantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this Project hereunder.

#### **6. Confidentiality**

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel.

#### **7. Term**

The term of this MOU will commence on the Effective Date and shall continue until July 30, 2018.

#### **8. Termination**

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. The non-performing party shall have sixty (60) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.



*These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth.*

**NATIONAL RECREATION AND  
PARK ASSOCIATION**

**CITY OF PEORIA**

By: 

By: 

Printed Name: Lori Robertson

Printed Name: Patrick Urich

Title: Director of Conservation

Title: City Manager

Date: 9/14/17

Date: July 26, 2017