

2/15/2016

**15-R-16**

**A RESOLUTION**

**Authorizing the City Manager to Execute an Intergovernmental Agreement with Regional Transportation Authority to Coordinate a Project to Install 40 Bike Parking Facilities around the Metra and CTA Main Street Stations**

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, the City of Evanston and the Regional Transportation Authority (“RTA”) are “public agencies” within the meaning of the Illinois Intergovernmental Cooperation Act and the aforementioned public agencies desire to enter into an intergovernmental agreement to share resources; and

**WHEREAS**, the intergovernmental agreement (“IGA”) outlines that the parties desire to purchase and install bicycle parking infrastructure to provide for forty (40) inverted U-shaped bike racks (the “Project”) to support the Metra and CTA commuter population; and

**WHEREAS**, the Project total cost is \$70,000, which is to be paid in part by a local match from RTA (\$14,000) and the remainder paid with grant funds (\$56,000) with the Congestion and Air Quality Mitigation Program with the Chicago Metropolitan Agency for Planning (CMAP); and

WHEREAS, the City Council finds that entering into this IGA is in the best interests of the citizens of Evanston to promote bicycle use, increase air quality and reduce congestion on City streets with vehicle traffic,

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City Manager is hereby authorized to execute the Intergovernmental Agreement with Regional Transportation Authority, which will conform to the referenced objectives. The Intergovernmental Agreement will be approved as to form by the City's Corporation Counsel prior to execution and attached hereto as Exhibit A.

SECTION 2: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

  
Elizabeth B. Tisdahl, Mayor

Attest:  
  
Rodney Greene, City Clerk

Adopted: March 14, 2016

**EXHIBIT A**  
**Intergovernmental Agreement**

**INTERGOVERNMENTAL AGREEMENT**  
between  
**THE REGIONAL TRANSPORTATION AUTHORITY**  
and  
**CITY OF EVANSTON**  
Contract No.: IGA-2016-45

This Intergovernmental Agreement (the "Agreement") is entered into by and between the Regional Transportation Authority (the "RTA"), a municipal corporation created under the laws of the State of Illinois, and the City of Evanston, Illinois (the "Town"), a municipal corporation created under the laws of the State of Illinois (the RTA and the City of Evanston are referred to collectively herein as the "Parties").

**Section 1. Nature and Purpose of Agreement**

Pursuant to Article VII, §10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, as amended, (5 ILCS 220/1 *et seq.*), the RTA and the City enter into this Agreement.

The Parties to this Agreement desire to conduct this project that consists of the purchase and installation of a total of 40 bike parking facilities around the Metra and CTA main Street Stations. The new, consolidated bike parking areas will have the capacity for 40 inverted U-shaped bike racks. The scope of work will include excavation, construction of concrete pads, procurement and installation of bike racks and restoration of the site.

The RTA and the City each have the statutory authority to sponsor or participate on the project. It is the purpose of this Agreement to set forth the respective understandings, covenants and obligations of the Parties with respect to the Project.

**Section 2. Execution of the Project**

The RTA hereby agrees to supply the local match for the project in an amount not to exceed \$14,000.

**Section 3. Payment Conditions and Procedures**

The RTA is responsible for the reimbursement of all necessary, proper and allowable costs to the City in an amount not to exceed \$14,000 (20% of the total project cost), and in the manner and within the parameters specified below.

- a. Allowable costs shall be necessary in order to accomplish the Project;
- b. Allowable costs shall be reasonable in amount for the goods or services purchased;

- c. Allowable costs shall be actual net costs to the City (i.e., the price paid minus any refunds, rebates, or other items of value received by the City which have the effect of reducing the cost actually incurred);
- d. Allowable costs shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);
- e. To the extent applicable, allowable costs shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.
- f. Allowable costs shall be satisfactorily documented;
- g. Allowable costs shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the City for its contractors; and
- h. Allowable costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)
- i. In order to receive payments, the City shall execute and submit to the RTA a requisition for approval by the RTA;
- j. Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the City is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the City up to the maximum amount of the RTA Agreement. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the City.

#### **Section 4. General Terms and Conditions**

**a. Amendment.**

The Parties agree that no change or modification of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by all Parties, and attached to and made a part of this Agreement.

**b. Indemnification.**

The City will indemnify, defend and hold harmless the RTA, its officials, agents and employees against any and all liabilities, losses, damages, claims, injuries, deaths, suits, costs, payments and expenses of every kind and nature, including reasonable attorneys' fees and disbursements, as a result of claims, demands, actions, suits, proceedings, judgments or settlements, that result from or arise out of any acts or omissions to act by the City, its corporate authorities, employees, agents and assigns in the performance of this Agreement. The City will appear and defend all suits brought upon all such claims, demands, actions and proceedings and shall pay all costs and expenses incidental thereto, but the RTA will have the right, at its sole option and expense, to participate in the defense of any suit, without relieving the City of any of its obligations hereunder. The indemnification obligation contained in this paragraph will survive termination or expiration of this Agreement.

**c. Confidentiality.**

Any documents, data, records or other information given to or prepared by the Parties pursuant to this Agreement shall be maintained in a confidential manner and shall not be made available to any individual or organization (other than the RTA or the City) without prior written approval by the RTA, except to the extent required by law.

**d. Documents Forming this Agreement.**

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in this Agreement.

**e. Warranties and Representations.**

In connection with the execution of this Agreement, the City and the RTA each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

**f. Non-liability of Public Officials.**

No official, employee or agent of the RTA or the City will be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of the City or the RTA's execution or attempted execution or because of any breach hereof.

**g. Counterparts.**

This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the parties hereto and, once executed, will be deemed an original having identical legal effect.

**h. Severability.**

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

**i. Interpretation.**

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context will otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

**j. Cooperation.**

The City and the RTA agree at all times to cooperate fully with one another in the implementation of this Agreement.

**k. Assignment.**

Neither the RTA nor the City will assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent will void the attempted assignment, delegation or transfer and will render it of no effect.

**I. Force Majeure.**

Neither the RTA nor the City will be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

**m. Governing Law.**

The Parties agree that, notwithstanding conflict of law principals, disputes which arise as a result of this Agreement will be heard in an Illinois court of competent jurisdiction and that Illinois law will be applied.

**n. Miscellaneous.**

Nothing in this Agreement is intended to create rights in any parties other than the RTA and the City.

**o. Appropriation.**

If the term of this Agreement extends beyond the current fiscal year of the RTA (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the RTA's Board of Directors for each subsequent year. If the RTA fails to make such an appropriation, the RTA may terminate this Agreement with no further funds due and owing the City.

**p. Audit and Document Retention.**

Each party, to the extent applicable, shall maintain for a minimum of three years after completion of this Agreement, adequate books, records and supporting documents related to the Agreement and any associated expenditures; the Agreement shall be available for review and audit by each party, their internal or external auditors and/or the Auditor General of the State of Illinois; and each party shall cooperate fully with any audit and provide full access to all relevant materials.

**q. Notices.**

All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:  
175 West Jackson Boulevard  
Suite 1650  
Chicago, Illinois 60604



Attention: Heather Tabbert, AICP

- (b) in the case of the City:  
City of Evanston  
2100 Ridge Avenue  
Evanston, Illinois 60201  
Attention: Damir Latinovic

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

**Section 5. Term/Termination**

a. Term

This Agreement will commence as of the date of final execution by both parties and will continue until December 31, 2018. This Agreement may be extended at the sole discretion of the RTA, by advance written notice to the City.

b. Termination

This Agreement may be terminated by either the RTA or the City upon ninety (90) days written notice sent to the other party in accordance with Section 4q. of this Agreement.

**IN WITNESS WHEREOF**, the Regional Transportation Authority and the City have caused this Agreement to be executed, as of the date first set forth above, by their duly authorized officers.

**City of Evanston** \_\_\_\_\_

**Regional Transportation Authority** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Wally Bobkiewicz \_\_\_\_\_

**Name:** Leanne P. Redden  \_\_\_\_\_

**Title:** City Manager \_\_\_\_\_

**Title:** Executive Director \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_