



# Office of the City Clerk



O2013-2567

Office of the City Clerk

## City Council Document Tracking Sheet

**Meeting Date:** 4/10/2013

**Sponsor(s):** Emanuel, Rahm (Mayor)

**Type:** Ordinance

**Title:** Intergovernmental agreement with Regional Transportation Authority for Western-Ashland Bus Rapid Transit Land Use Department Plan

**Committee(s) Assignment:** Committee on Transportation and Public Way

## ORDINANCE

**WHEREAS**, the City of Chicago (the "City"), is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Regional Transportation Authority (the "RTA") is a municipal corporation of the State of Illinois; and

**WHEREAS**, the City, through its Department of Housing and Economic Development (the "Department"), has been working cooperatively with the RTA to create a Western-Ashland Bus Rapid Transit Land Use Development Plan ("BRT Plan"); and

**WHEREAS**, the goal of the BRT Plan is to identify land use policy changes and to determine design standards that will create an appropriate mix of uses for a transit-friendly area, will support higher density residential development, will improve the pedestrian experience around BRT stations, and will encourage the development of amenities on adjacent private property to support the BRT stations; and

**WHEREAS**, in furtherance of the objectives of the BRT Plan, the RTA wishes to contract with a consultant ("the Consultant") to work in collaboration with the City to develop the BRT Plan; and

**WHEREAS**, the City and the RTA wish to enter into an intergovernmental agreement, in substantially the form attached as Exhibit A (the "Agreement"), whereby the respective understandings, covenants and obligations of the City and the RTA for jointly undertaking a study to develop the BRT Plan, including contracting with the Consultant, shall be set forth; and

**WHEREAS**, the City and the RTA each have the legal authority to enter into the 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.), now, therefore,

### **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

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

**SECTION 2.** The Commissioner of the Department ("Commissioner"), or designee, is authorized, with the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Agreement, and specifically with the indemnity provisions contained therein, and such other documents as are necessary, between the City and the RTA, which Agreement may contain such changes, deletions or insertions as shall be approved the parties executing the same on the part of the City.

**SECTION 3.** To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not

affect any other provisions of this ordinance.

**SECTION 4.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

APPROVED  
*R. R. R. R.*  
CORPORATION COUNSEL

APPROVED  
*Robert Emmett*  
5/16/13  
Mayor

**EXHIBIT A TO THE ORDINANCE**

**(see attached)**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY,  
AND THE CITY OF CHICAGO, DEPARTMENT OF HOUSING AND  
ECONOMIC DEVELOPMENT  
Contract No.: IGA-2013-28**

This Intergovernmental Agreement ("Agreement") and is entered into by and between the Regional Transportation Authority ("the RTA"), a municipal corporation of the State of Illinois, and the City of Chicago, Department of Housing and Economic Development ("the City"), referred to collectively 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 create a Western-Ashland Bus Rapid Transit (BRT) Land Use Development Plan. The goal of this plan is to identify land use policy changes that will create an appropriate mix of uses for a transit-friendly area and that will support higher density residential development surrounding the stations. The plan will also determine design standards that will improve the pedestrian experience around the stations and encourage the provision of amenities in adjacent private space that will support the stations. In furtherance of this objective, the RTA seeks to contract with a consultant (the "Consultant") to work in collaboration with the City to develop the Plan. The Consultant will complete the creation of a Western-Ashland Bus Rapid Transit (BRT) Land Use Development Plan that will serve as an operational tool/resource for the City to benefit the transit system by increasing ridership.

The RTA and the City each have the statutory authority to conduct, sponsor or participate in the conduct of this Study. It is the purpose of this Agreement to set forth the respective understandings, covenants and obligations of the Parties with respect to the conduct of the Plan creation.

**Section 2. Consultant Contract**

The RTA shall negotiate and enter into a contract with the Consultant to assist in the conduct of this study. Consultant selection was based on the recommendation of a selection panel in accordance with the evaluation criteria specified in the Request for Proposal issued for a Consultant. The contract shall be in an amount not to exceed \$200,000.

### **Section 3. Conduct of the Study**

The Parties have agreed to jointly undertake this study and, to that end, have established a project committee (the "Committee") to guide the Study. The Committee includes neighborhood residents and neighborhood organizations, City delegate agencies, Alderman for impacted wards, local business owners, local developers, and representatives from CTA, CDOT, and the RTA. The Committee will be responsible for the overall conduct of the study, with project management provided by the RTA. The Parties have agreed to make available relevant resources (e.g., land use plans, redevelopment plans, ridership projections, demographic data, etc.) that they have in hand to assist the RTA and the Consultant in the conduct of the study. The RTA will not be responsible for the completeness or accuracy of any information or data provided to the Consultant by Parties other than the RTA.

### **Section 4. Payment Conditions and Procedures**

The RTA is responsible for the payment of all necessary, proper and allowable costs for the Consultant contract. The City will reimburse the RTA for an amount not to exceed (\$40,000) or 20% of such actual incurred costs of the contract with the Consultant. In addition, the City will reimburse the RTA for 100% of any costs incurred in the conduct of the Plan creation in excess of \$200,000 and the RTA will include a provision in its agreement with the Contractor providing that the Contractor will not expend effort or incur costs in excess of \$200,000 without the approval of the City. The RTA, after receipt of the final invoice from the Consultant, will request such reimbursement from the City. The City, upon receipt of the request for reimbursement, shall honor such request by making payment to the RTA within 30 days of receipt of such request for reimbursement.

### **Section 5. 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, the City, the Consultant, or the members of the Committee, as is appropriate and necessary) 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's 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.

l. 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. All rights and duties between the RTA and the Consultant shall be established by the Consultant contract for the Study and not by this Agreement.

o. 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 1550  
Chicago, Illinois 60604  
Attention: Heather Tabbert
- (b) in the case of the City:  
121 North LaSalle Street, Room 100  
Chicago, Illinois 60602  
Attention: Jim Cox

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 6. Term/Termination**

a. Term

This Agreement will commence as of the date of final execution by both parties and will continue until April 01, 2015. 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 5o. of this Agreement. Following termination of this Agreement pursuant to this Section 6b., the City shall reimburse the RTA pursuant to the terms of Section 4 for any costs paid to the Consultant including termination fees.

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

**City of Chicago** \_\_\_\_\_

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

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

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

**Name:** Andrew J. Mooney

**Name:** Joseph G. Costello *W*

**Title:** Commissioner

**Title:** Executive Director

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

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



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

April 10, 2013

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the execution of intergovernmental agreements with the Regional Transportation Authority.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

Mayor



# CITY COUNCIL

## CITY OF CHICAGO

**COUNCIL CHAMBER**  
CITY HALL—SECOND FLOOR  
121 NORTH LA SALLE STREET  
CHICAGO, ILLINOIS 60602  
TELEPHONE: 312-744-4096  
FAX: 312-744-8155

## COMMITTEE MEMBERSHIPS

TRANSPORTATION & PUBLIC WAY  
(CHAIRMAN)

BUDGET AND GOVERNMENT OPERATIONS

COMMITTEES, RULES AND ETHICS

EDUCATION AND CHILD DEVELOPMENT

FINANCE

PUBLIC SAFETY

WORKFORCE DEVELOPMENT AND AUDIT

## ANTHONY A. BEALE

ALDERMAN, 9TH WARD  
34 EAST 112TH PLACE  
CHICAGO, ILLINOIS 60628  
TELEPHONE: (773) 785-1100  
FAX: (773) 785-2790

E-MAIL: WARD09@CITYOFCHICAGO.ORG

May 1, 2013

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body pass At the request of the Commissioner of Housing and Economic Development, an ordinance authorizing the execution of an Intergovernmental Agreement to create a Western-Ashland Bus Rapid Transit Land Use Development Plan (BRT Plan) with the Regional Transportation Authority (RTA). This ordinance was referred to the Committee on April 10, 2013.

This recommendation was concurred unanimously by a viva voce vote of the members of the Committee with no dissenting vote.

(Ward )

Respectfully submitted,

  
Anthony Beale,  
Chairman

APPROVED  
*Kyle R. Nathan*  
CORPORATION COUNSEL

APPROVED  
*Richard Emanuel ERP*  
Mayor  
5/16/13