

City of Chicago



Office of the City Clerk

City Council Document Tracking Sheet

Meeting Date:

11/17/2010

Status:

Introduced

Sponsor(s):

Mayor

Type:

Ordinance

Title:

Authorization for the execution of a renewal

intergovernmental agreement with Metropolitan Pier and

Exposition Authority for fuel purchases.

Committee(s) Assignment:

Committee on Budget and Government Operations



OFFICE OF THE MAYOR CITY OF CHICAGO

RICHARD M. DALRY

November 17, 2010

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet Management, I transmit herewith an ordinance authorizing the execution of a renewal intergovernmental agreement with the Metropolitan Pier and Exposition Authority for fuel purchases.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule municipality as described in Section 6 (a), Article VII 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 City, through its Department of Fleet Management ("Fleet") desires to enter into an intergovernmental agreement (the "Agreement") with the Metropolitan Pier and Exposition Authority, an Illinois municipal corporation ("MPEA") for access by the MPEA to the City's fueling sites supplying various fuel and where City vehicles can obtain gasoline, diesel fuel, compressed natural gas fuel and when available E-85 fuel (ethanol); and

WHEREAS, the MPEA desires to enter into the Agreement with the City; now therefore,

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

Section 1. Recitals. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. Autherity- Subject to the approval of the Corporation-Counsel, the Commissioner of Fleet (the "Commissioner") or a designee of the Commissioner are each hereby authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A, with such changes, deletions and insertions thereto as the Commissioner or the Commissioner's designee shall approve (execution of the Agreement by the Commissioner or the Commissioner's designee constitute conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with implementation of the Agreement.

<u>Section 3</u>. <u>Invalidity of any Section</u>. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, then the invalidity or unenforceability of such provision will not affect any of the remaining provisions of this ordinance.

<u>Section 4.</u> <u>Superseder.</u> All ordinances, resolutions, motions or orders in conflict will this ordinance are hereby repealed to the extent of such conflict.

<u>Section 5</u>. <u>Effective Date</u>. This ordinance shall be in full force and effect immediately upon its passage and approval.

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AGREEMENT BETWEEN THE CITY OF CHICAGO, BY AND THROUGH ITS DEPARTMENT OF FLEET MANAGEMENT, AND THE METROPOLITAN PIER AND EXPOSITION AUTHORITY FOR THE PURCHASE OF FUEL

This Agreement (the "Agreement"), is made and entered into as of the 1st day of January, 2010 by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Fleet Management ("Fleet"), and the Metropolitan Pier and Exposition Authority ("MPEA"), a body politic and corporate.

RECITALS:

WHEREAS, MPEA wishes to purchase fuel and other ancillary liquids from the City; and

WHEREAS, MPEA desires to have access to the City's tueling sites and the City desires to give MPEA access to its fueling sites; and

WHEREAS, gas cards wilf be used to control filel usage and for invoicing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE: INCORPORATION OF RECITALS

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

ARTICLE TWO: FUEL AND SERVICES

- 2.1 Prior to the execution of this Agreement, MPEA will provide the City with copies of all documents evidencing title to MPEA vehicles. MPEA shall provide City with reasonable access to its books and records relating to all MPEA vehicles, owned and operated, utilizing the City's fueling system. A list of MPEA vehicles and trolleys is scheduled in Exhibit A.
- 2.2 MPEA shall have access to all of the City's fueling sites, which are listed on <u>Exhibit B</u>, throughout the term of this Agreement.
- 2.3 The cost of unleaded and diesel fiels shall be the cost of such fuels to the City, including all applicable taxes, on the day of fueling, plus an additional charge of 35 cents (\$0.35) per gallon (the charge of 35 cents per gallon shall be referred to as the "Per Gallon Charge"). The Per Gallon Charge shall cover the costs of transmission fluid, oil, antifreeze and windshield wiper solvent

provided to MPEA vehicles and trolleys. On an annual basis commencing in January, 2012, Fleet shall review the Per Gallon Charge and decide, in its sole discretion, whether to adjust the Per Gallon Charge.

- 2.4 The City shall issue a gas card for each MPEA vehicle. Upon the initial issuance of a card or the issuance of a replacement card, MPEA shall pay the City a non-refundable fee of \$15.
- 2.5 Within 30 days after the end of each month, the City shall send a statement to MPEA which details fuel consumption by vehicle for such month and will also state the amount of gas consumed by MPEA to date (a "Monthly Statement"). Independent reports for unleaded and diesel fuel usage will also be provided. Monthly Statements are to be paid by MPEA within 30 days of receipt. Unpaid invoices over 60 days shall result in a 1.5% late fee on any outstanding balance, or the maximum allowed by law.
- 2.6 In the event of war, acts of terrorism, flood, unduly severe weather, riot, epidemic, act of governmental authority or act of God during the term of this Agreement, neither MPEA nor Fleet or the City shall be liable to the other party for any nonperformance under this Agreement resulting from such event.
- 2.7 At present, MPEA does not have any vehicles or trolleys using compressed natural gas ("CNG") or E-85 (ethanol) ("E-85") fuels. During the Term of Agreement, if MPEA requires CNG or E-85 fuel for its vehicles or trolleys, then the parties will enter into a supplement to this Agreement establishing the base cost (including any applicable taxes) and Per Gallon Charge and any other applicable terms and conditions for access by MPEA to such fuels at the City's fueling sites.

ARTICLE THREE: TERM

- 3.1 The term of this Agreement shall commence on January 1, 2010 and shall expire on December 31, 2012 (the "Term of Agreement"). The parties have 2 options to renew this Agreement for a period of 12 months each. This Agreement shall be renewed only if both parties agree to its renewal.
- 3.2 Either party may terminate this Agreement upon 60 days prior written notice to the other party.

ARTICLE FOUR: CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be umeasonably withheld and shall be provided in writing by the consenting party.

ARTICLE FIVE: NOTICE

Notice to MPEA shall be addressed to:

Metropolitan Pier and Exposition Authority 2501 South Lake Shore Drive Chicago, IL 60616 Attention: Alfredo Gomez Purchasing Agent

Notice to the City shall be addressed to:

City of Chicago
Department of Fleet Management
1685 North Throop Street
Chicago, Illinois 60642
Attention: Commissioner

and

City of Chicago
Office of the Corporation Counsel
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602

Attention:

Finance and Economic Development Division

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

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

ARTICLE SIX: ASSIGNMENT; BINDING EFFECT

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

6.2 This Agreement shall inure to the benefit of and shall be binding upon the City, MPEA and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

V

ARTICLE SEVEN: MODIFICATION

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

ARTICLE EIGHT: COMPLIANCE WITH LAWS

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

ARTICLE NINE: GOVERNING LAW AND SEVERABILITY

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

ARTICLE TEN: COUNTERPARTS

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

ARTICLE ELEVEN: ENTIRE AGREEMENT

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

ARTICLE TWELVE: AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on _______, 2010. Execution of this Agreement by MPEA has been authorized by MPEA Board of Directors Resolution No. MPEA 09-08, duly adopted by the MPEA Board of Directors on November 3, 2009. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

ARTICLE THIRTEEN: HEADINGS

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

ARTICLE FOURTEEN: DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement, nor any act of the City or MPEA shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and MPEA.

ARTICLE FIFTEEN: CONSTRUCTION OF WORDS

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

ARTICLE SIXTEEN: NO PERSONAL LIABILITY

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

ARTICLE SEVENTEEN: REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For MPEA: Alfredo Gomez

Purchasing Agent

Metropolitan Pier and Exposition Authority

2501 South Lake Shore Drive

Chicago, IL 60616 Phone: (312) 791-6327 Fax: (312) 791-6545

For the City: Catalino Pagcatigunan

City of Chicago

Department of Fleet Management

1685 North Throop Street

Chicago, IL 60642 Phone: (312) 744-0964 Fax: (312) 744-5244 Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof

ARTICLE EIGHTEEN: INSURANCE

To the extent permitted by law, MPEA may self-insure for the City's insurance requirements as stated in Exhibit C.

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, ILLINOIS, by and through the Department of Fleet Management
By: Commissioner
Department of Fleet Management
METROPOLITAN PIER AND EXPOSITION AUTHORITY
By:
Printed
Name:
Tide:

EXHIBIT A

FUELING SITES ACCESS AGREEMENT January 1, 2010

SCHEDULE OF MPEA VEHICLES

A schedule of MPEA vehicles is attached to this exhibit cover sheet.

Metropolitan Pier and Exposition Authority Vehicle Schedule as of March 2009

No	Tag No	Description	Model	VIN	Make	Year	Department	Responsible Person	TiUe No	Plate No
1	25731	Vehicle, Truck	Blazer LS	1GNDT13W82K210665	Chevrolet	2002	Accounting-Fixed Assets	Zebulun Green	1106140	M134351
2	7401	Vehicle, Pickup Truck	C2500 -SIERRA	1GTFC24KXSZ542679	General Motors	1995	Carpenters - North	Tim Hovey	G9241946	M89880
3	8897	Vehicle, Pickup Truck		1GDJK34F55SE527533	General Motors	1995	Carpenters - North	Tim Hovey	T5317141018	M05825
4	22617	Vehicle (earphone attached)		2FAFP74W6YX210439	Ford Motor Comp	2000	CEO	Juan Ochoa	T0278028032	M165959
5		Vehicle, van	E150 TRITON V8	1FMRE11L81HAO1810	Ford Motor Comp	2001	Development	Vickee Danz	T1304633115	M13143
6	22383	Vehicle, van		IFTSE34L9XHB62978	Ford Motor Comp	1999	Electrician-NP	VICAGE Daliz	11304033113	M126481
7		Vehicle, Truck	LGTCONVTN	3FTNX20L53MB28954	Ford Motor Comp	2003	Energy Center	Mohammad Rantissi	X5361671429	M157475
8		Vehicle, Truck	F250	1FTFF27M7VKD58866	Ford Motor Comp	1997	Energy Center	Mohammad Rantissi	X5361671428	M157476
9		Vehicle, Truck Pickup	F250 XL	1FTNF20516EA60229	Ford Motor Comp	2006	Engineers-NP	Michael Degoan	X5228680047	M151984
10		Vehicle, Pickup Truck	GMT-400	1GCDC14H0KE193786	Chevrolet	1989	House Electrician-North	Joe Paterno	G5487987	M71665
11	26744	Vehicle, Bua Shuttle	UNIVERSAL	1FDWE35L24HA27560	Ford Motor Comp	2004	Hyatt Recency-McPlace	Eric Haefner	T4100854097	2041240
12		Vehicle, Shuttle Bus		IFI)3E35L58DA18643	Ford Motor Comp	2008	Hyatt Recency-McPlace	Eric Haelner	X8130677768	M166065
13		Vehicle, Truck		1FMRU1668YLC14544	Ford Motor Comp	2000	IS	Chuck Sansone	T0314855025	M120697
14		Vehicle, Pickup Truck	SILVERADO 25	1GCHK24K28E115444	Chevrolet	2008	M & O Sprinklerfitters - West Bl		X7302677064	M164908
15		Vehicle, SUV		1GNFK13067J139776	Chevrolet	2007	M & O Administration	Ken Wesrom	X7261685406	M164781
16		Vehicle, Truck	EXPEDITION XLT	1FMIIU166XYLC14545	Ford Motor Comp	2000	M & O Administration	Ken Wesrom	T0336859025	M164781
17	7468	Vehicle, van	2500 VANDURA	1GTEG25H2SF541935	General Motors	1995	M & O Hse Electricians-North	Ed McNamara	N8216482	M89881
18		Vehicle, box truck	G3500 Express COM	1GBJG31U471237604	Chevrolet	2007	M & O Receiving - West Bidg	John Cook	X7261685105	M164780
19	17376	Vehicle, van	TRITONV8	1FTNE24L7WHB44713	Ford Motor Comp	1998	M & O-Painter Shop (Lksd Garag		AVEGIGGOIG	M95550
20		Vehicle, Pickup Truck	Siverado 25	1GCHK24K78E114242	Chevrolet	2008	M & O-Painters (W. Bidg)	Ignacio Sanchez	X7302677065	M164909
21		Vehicle, Pickup Truck		1GCHK23648F197482	Chevrolet	2008	Mechanic Shop	Ken Losiewicz	X8140688179	M169032
22		Vehicle, Truck	EXPLORER XLS 4X	1FMZU62K14ZB32145	Ford Motor Comp	2004	Mechanic Shop	Ken Losiewicz	T4203626494	M148645
23		Vehicle, Truck Pickup	RANGER REGULAR CAB		Ford Motor Comp	2006	Mechanic-NP	Michael Degnan	X5228680048	M151955
24		Vehicle, Van	Econoline E150	IFTNE14W58DA28439	Ford Motor Comp	2008	Office Services	Luke Karas	X7309687037	M165982
25		Vehicle, Pickup Truck	Sierra TK20903	IGTGK24R8XR715403	General Motors	1999	Pipefitters - Lakeside	Adam Swan	T9216221008	M116206
26		Vehicle, Pickup Truck	K2500 SIERRA	1GTGK24K8SZ559441	General Motors	1995	Plumbers-North	Frank Paulette	G9586976	M05814
27		Vehicle, boy truek	G30 H/D CUBE VA	1GBKH32N5S3300876	Chevrolet	1995	Receiving -East	Aramark	E8580519	M60698
28			NP LOGO 208ri0FE	iFCNF53S530A02815	Ford Motor Comp	2003	Safety & Security - NP	David Peters	T3094857025	M136274
29				1FCNF535330A02814	Ford Motor Comp	2003	Safety & Security - NP	David Peters	T3094857023	M135275
30	26489	TROLLEY BUS w/rear lift	NP LOGO 208H0FE	1FCNF53S130A02813	Ford Motor Comp	2003	Safety & Security - NP	David Peters	T3094857024	M135273
31	26521	TROLLEY BUS w/rear lift	NP LOGO 208H0FE	1FCNF53S730A02816	Ford Motor Comp	2003	Safety & Security - NP	David Peters	T3099856027	M136295
32			NP LOGO 208H0FE	1FCNF535530A06802	Ford Motor Comp	2003	Safety & Security - NP	David Peters	T4062051015	M145672
33	26676	TROLLEY BUS w/rear lift	NP LOGO 208H0FE	1FCNF53S330A06801	Ford Motor Comp	2003	Safety & Security - NP	David Peters	T4062051016	M145673
34	26696	TROLLEY BUS w/rear lift	NP LOGO 208H0FE	1FCNF53S730A06803	Ford Motor Comp	2003	Safety & Security - NP	David Peters	T4062051014	M145675
35	26697	TROLLEY BUS w/rear lift	NP LOGO 208H0FE	1FCNF53S930A06804	Ford Motor Comp	2003	Safety & Security - NP	David Peters	T4062051017	M145674
36	12748	Vehicle, Shuttle Bus	AREOTECH 220	1FDXE40F2WHA16072	Ford Motor Comp	1988	Safety & Security - NP	David Peters	T8063472008	M105427
37	27308	Vehicle, truck	Explorer 4x2 (4-Daor)	1FMEU62E06UB51116	Ford Motor Comp	2006	Safety & Security - NP	Fred Simon	X6181672108	M158430
38	27309	Vehicle, truck	Explorer 4x2 [4-Door)	1FMEU62E26UB51117	Ford Motor Comp	2006	Safety & Security - NP	Fred Simon	X618672107	M168429
39	26756	Vehicle, Truck w/plow (8ft)	SILVERADO 2500H	1GCHK24U34E275229	Chevrolet	2004	Safety & Security - South	Fred Simon		M145782
40	26755	Vehicle, Truck w/plow (8ft)	SILVERADO 2500H	1GCHK24U94E276322	Chevrolet	2004	Safety & Security - South	Philip Jordan/Traffic		M145781
41	27761	Vehicle, SUV		1FMEU63E97U88209	Ford Motor Comp	1 2007		Fred Simon	X7012682139	M163526
42	27762	Vehicle, SUV		1FMEU6E77UA88208	Ford Motor Comp	2007		Fred Simon	X7012682138	M163625
43	28126	Vehicle, SUV	Escape (4DR 4WD Hybrid)	1FMCU59H28KB98471	Ford Motor Comp	2008	Safety & Security - West	Fred Simon	X8086093036	M166633
44	27079			1FMZU62K55UB70993	Ford Motor Comp	2005	Safety & Security-Lakeside	Fred Simon	X5182676310	M151951
45	27080	Vehicle, Truck 2005	EXPEDITION SUV 4X4	1FMZU62K36UB70992	Ford Motor Comp	, 2005		Fred Simon	X5182676311	
46	21490	Vehicle, Truck 4x4	Expedition Carryall	1FMRU1868XLC08979	Ford Motor Comp	1999		Fred Simon	T9195521038	M116211
47		Vehicle, Pickup Truck	SIERRA 2500SL	1GTGC24K9SE637596	General Motors	1995		Dean Hinderman	N8390358	M05823
48	12423	Vehicle, von 3/4 TON	CARGO	1FTHE24L2VHA11997	Ford Motor Comp	1997	Telecom-Lakeside	Bili Mitcbeli	T7310040034	M104984
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EXHIBIT B

FUELING SITES ACCESS AGREEMENT January 1, 2010

LOCATION OF CITY FUELING SITES

A list of the City fueling sites is attached to this exhibit cover sheet.

Department of Fleet Management-Fuel Management Division All City-Wide Fueling Facilities

SITE NUM	Site Address	Ward	Fuel Types Available	Hrs of Operation		
FS205	3245 N. Campbell	47th	Unleaded	7 Day / 24 Hr		
FS001	1685 N. Throop St	32nd	Unleaded, Diesel, E85	7 Day / 24 Hr		
FS002	6445 N. Ravenswood	40th	Unleaded, Diesel	7:00 am to 11:00 pm Holidays /Government Shut-down Days - Open Day shift Only (7:00 - 3:00 pm)		
FS003	4233 W. Ferdinand	28th	Unleaded, Diesel, CNG, ESS	7 Day / 24 Hr Closed All Holidays and Government Shut-down Days		
FS004	3746 S. Iron	11th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr		
FS005	4833 W. Sunnyside	45th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr		
FS006	10101 S. Stony Island	7th	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr		
FS008	10420 S. Vincennes	19th	Unleaded, Diesel	7:00 am to 11:00 pm Closed All Holidays Government Shut-down Days		
FS009	25 West 65 th Street (Corner of 65th/State)	20th	Unleaded, Diesel, CNG	7 Day / 24 Hr Closed All Holidays Government Shut-down Days		
FS007	O'Hare AMC Building	41 st	Unleaded, Diesel, CNG, E85	7 Day / 24 Hr		

Last Updated 10/13/2009

NOTE: Fuel Sites closed on Holidays: Close at 11:00 pm the eve of the holiday and re-open at 11:00 pm the night of the holiday.

EXHIBIT C

FUELING SITES ACCESS AGREEMENT January 1, 2010

INSURANCE REQUIREMENTS

MPEA must provide and maintain at MPEA's own expense during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limbs of not less than \$100,000 each accident, illness or disease.

2) <u>Commercial General Liability</u> (primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the services.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with this Agreement, MPEA must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) <u>Self Insurance</u>

To the extent permitted by law, MPEA may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if MPEA does self insure for the above insurance requirements, MPEA must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least the insurance requirements as stipulated above.

B. ADDITIONAL REQUIREMENTS

MPEA must furnish the City of Chicago, Department of Fleet Management, 1685 N. Throop Street, Chicago, IL 60622, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. MPEA must submit evidence of insurance on the City of Chicago Insurance Certificate Form or equivalent form acceptable to the City of Chicago's Department of Risk Management prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from MPEA is not a waiver by the City of any requirements for MPRA to obtain and maintain the specified coverages. MPEA must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve MPEA of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by MPEA.

MPEA hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits fumished by MPEA in no way limit MPEA's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by MPEA under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.