



City of Chicago



O2010-6673

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



BUDG-

OFFICE OF THE MAYOR
CITY OF CHICAGO

RICHARD M. DALRY
MAYOR

November 17, 2010

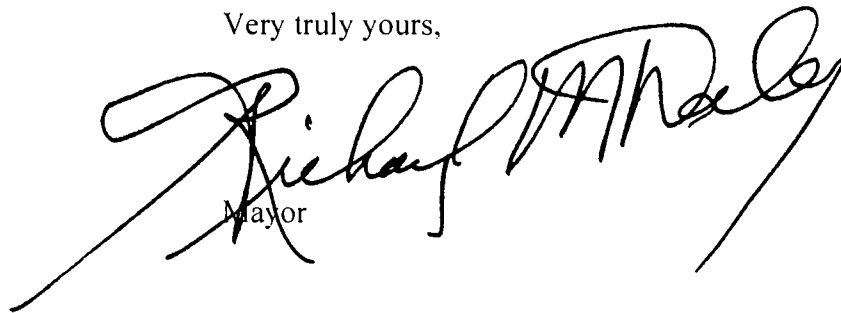
TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

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,


Mayor

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:

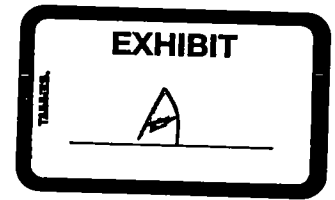
Section 1. Recitals. The above recitals are incorporated by reference as if fully set forth herein.

~~- Section 2. Authority. 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.~~

Section 3. Invalidity of any Section. 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.

Section 4. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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



**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 fueling sites and the City desires to give MPEA access to its fueling sites; and

WHEREAS, gas cards will be used to control fuel 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 Exhibit B, throughout the term of this Agreement.

2.3 The cost of unleaded and diesel fuels 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 unreasonably 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 notice 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 overnight courier and, if sent pursuant to subsection (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.

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: _____

Title: _____

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.

Vehicle EV00 vlc/EA Insured Vehicle EV10

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 65th 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	41st	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 limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (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) Self Insurance

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 furnished 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.