

Very truly yours,

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Chicago Transit Authority (the "CTA") is a municipal corporation of the State of Illinois; and

WHEREAS, the City is authorized, under the provisions, of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to three ordinances adopted on November 12, 1998 and an amending ordinance enacted June 19, 2002, the City Council of the City (the "City Council"): (i) approved a certain redevelopment plan and project (the "Canal/Congress Plan") for the Canal/Congress Redevelopment Project Area (the "Canal/Congress Area") within the City; (ii) designated the Canal/Congress Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "Canal/Congress TIF Adoption Ordinance") for the Canal/Congress Area; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to three ordinances adopted on November 15, 2006 and amending ordinances enacted February 7, 2007 and May 9, 2007, the City Council: (i) approved a certain redevelopment plan and project (the "LaSalle Central Plan" and, together with the Canal/Congress Plan, the "Plans") for the LaSalle Central Redevelopment Project Area (the "LaSalle Central Area" and, together with the Canal/Congress Area, the "Areas") within the City; (ii) designated the LaSalle Central Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "LaSalle Central TIF Adoption Ordinance" and, together with the Canal/Congress TIF Adoption Ordinance, the "TIF Adoption Ordinances") for the LaSalle Central Area; and

WHEREAS, under the Act and the TIF Adoption Ordinances, certain taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the respective TIF Funds (as defined in the TIF Adoption Ordinances) established to pay redevelopment project costs incurred within the Areas, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Areas that are incurred or that are to be incurred in furtherance of the objectives of the Plans, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, the CTA proposes to purchase, install and maintain certain "Ventra"-branded fare equipment to be used by CTA customers at various CTA transit facilities including, but not limited to, CTA facilities located at: (i) the Washington/Wabash Rail Station, (ii) various locations along the Central Loop Bus Rapid Transit corridors, and (iii) the Union Station Transportation Center (collectively, the "Project"); and

WHEREAS, certain portions of the Project are located within the Areas; and

WHEREAS, the CTA has requested tax increment allocation financing funds assistance (the "City Contribution") from the City's Department of Planning and Development ("DPD") to

support those portions of the cost of the Project that are allocable to those portions of the Project that are located within one or both of the Areas, not to exceed 20% (or \$135,217.60) of the CTA's costs for such portions of the Project, and the City desires to provide such assistance; and

WHEREAS, DPD has already programmed tax increment allocation financing funds from the Areas for purposes of paying those allocable portions of the Project's costs; and

WHEREAS, the parties propose to enter into a master intergovernmental agreement ("Agreement") authorizing and setting conditions on providing the City Contribution for the allocable portions of the Project; and

WHEREAS, the parties propose to enter into the Agreement under the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, on September 14, 2016, the Chicago Transit Board enacted an ordinance authorizing the CTA to enter into the Agreement; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as- if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of DPD ("Commissioner") or his or her designee is hereby authorized to execute and deliver the Agreement with the CTA in substantially the form attached hereto as Exhibit A, with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Commissioner or his or her designee constituting 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 the implementation of the Agreement.

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 of the 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.

EXHIBIT A

Agreement

[see attached]

BETWEEN THE CHICAGO TRANSIT AUTHORITY AND THE CITY OF CHICAGO FOR THE

PURCHASE AND INSTALLATION OF AUTHORITY FARE EQUIPMENT IN CONNECTION
WITH TRANSIT FACILITY CONSTRUCTION AND RENEWAL
PROJECTS

This Master Intergovernmental Agreement ("IGA") is made and entered into on
, 2016 ("Effective Date"), between the Chicago Transit Authority, a municipal
corporation duly organized and existing under the laws of the State of Illinois ("Authority"), and the City of
Chicago (the "City"), a home rule unit of local government under the 1970 Constitution of the State of Illinois,
acting through its Department of Transportation ("CDOT").

RECITALS

WHEREAS, the City has undertaken and will continue to undertake new construction and renewal
projects of various transit facilities and stations on the Authority's system ("Project" or "Projects"), including
but not limited to:

- i) the Washington/Wabash Rail Station,
- ii) various locations along the Central Loop Bus Rapid Transit corridors, and
- (iii) the Union Station Transportation Center; and

WHEREAS, the Projects require the purchase and installation of Authority fare equipment at
the transit facilities to be used by Authority customers; and

WHEREAS, the Authority has an existing agreement for the purchase, installation and maintenance of
Authority fare equipment at transit facilities on the Authority's system; and

WHEREAS, the City has requested that the Authority utilize its existing agreement to purchase, install
and maintain the fare equipment for the Project locations on the City's behalf; and

WHEREAS, the City is willing to provide to the Authority designated funds ("City Funds"), including
(i) funds granted to the City by the Federal Transit Administration ("FTA"), (ii) Canal/Congress Incremental
Taxes for Projects located within the Canal/Congress Tax Increment Financing Redevelopment Project Area (as
described below), (iii) LaSalle Central Incremental Taxes for Projects located within the LaSalle Central Tax
Increment Financing Redevelopment Project Area (as described below), and (iv) other funds approved by the
City, to purchase and install the fare equipment for the Projects; and

WHEREAS, the Authority has agreed to use its current agreement to purchase and install the fare
equipment on behalf of the City; and

WHEREAS, the City and Authority (the "Parties") have agreed to enter into this JGA setting forth the
Parties' understanding of certain terms and conditions relating to the City Funds and to the purchase and
installation of the fare equipment; and

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WHEREAS, by an ordinance enacted by the City Council of the City on
, 2016, and pursuant to the authority of Section 8 of Chicago's Annual
Appropriation Ordinance for 2016, the Commissioner of CDOT has the authority to enter into this IGA; and

WHEREAS, by ordinance No. _____ enacted by the Transit Board of the Authority on September 14, 2016, the Authority authorized the execution of this IGA;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

SECTION 1. INCORPORATION OF RECITALS

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

SECTION 2. TERM OF IGA

Unless terminated earlier pursuant to this IGA, the term of this IGA will commence on the Effective Date and will terminate on the earlier of (i) the completion of the Projects or (ii) the expiration date of the Authority's fare equipment agreement ("Term"), subject to any renewals or extensions agreed to by the Parties.

Additional Projects may be added from time to time under this IGA without requiring the express amendment of the IGA, provided that (i) the City secures City Funds for such Projects, and (ii) the additional Projects are memorialized in a mutually-agreed revision to Exhibit A hereof.

SECTION 3. SUBGRANT AND USE OF CITY FUNDS

1 The City will provide to the Authority City Funds to pay the Authority for all costs associated with the purchase and installation of the Authority fare equipment for the Projects ("Project Costs"). The City will pay the Authority the Project Costs pursuant to the terms of this IGA and warrants that it has available and has segregated on the books of the City an amount of City Funds sufficient to pay such costs.

2 The Parties agree that Exhibit A attached hereto represents certain Project Costs and sets forth, by approximate line item amounts, the minimum amount of Project Costs the Authority plans to expend. The Authority may implement changes that cause variations in the line item amounts shown on Exhibit A hereto, provided that all the changes qualify as Project Costs.

Agreed-upon modifications to Project Costs, including the addition of other Projects, may be made from time to time under this IGA without requiring the express amendment of the IGA,

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provided that such modifications are memorialized in a mutually-agreed revision to Exhibit A hereof.

3 The Authority will provide the City any required documentation pertaining to the Project Costs that the City may reasonably request during the Term of this IGA pursuant to any applicable law, regulation or grant requirements.

4 The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate

blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects. Consistent with the purposes of the Act, the City may designate as City Funds certain tax increment financing ("TIF") funds as described hereunder to pay Project Costs. The TIF funds enumerated below are designated as a required local match (representing 20% of billable expenditures) for FTA grants awarded to the City for the current Projects in the respective TIF districts. The amount of such TIF funds used to pay Project Costs shall not exceed the amounts specified hereunder, and the remaining Project Costs will be paid with the awarded FTA grants and other designated City Funds.

1 The current Projects are located within the TIF redevelopment project areas described below, and TIF funds from those respective areas may be used in accordance with the requirements provided hereunder. In the event additional Projects located in other TIF redevelopment project areas are added under this Agreement, those areas shall be identified in the mutually agreed revision to Exhibit A of this Agreement.

2 Canal/Congress Tax Increment Financing Redevelopment Project Area. The City Council of the City (the "City Council") enacted ordinances on November 12, 1998 approving the Canal/Congress Tax Increment Financing Redevelopment Project and Plan, creating the Canal/Congress Tax Increment Financing Redevelopment Project Area, and adopting tax increment allocation financing for said Area (the latter ordinance, the "Canal/Congress TIF Adoption Ordinance"). The Canal/Congress Tax Increment Financing Redevelopment Project and Plan and the Canal/Congress Tax Increment Financing Redevelopment Project Area were amended by an ordinance enacted June 18, 2002 (all of the above ordinances collectively referred to herein as the "Canal/Congress TIF Ordinances").

i) "Canal/Congress Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the Canal/Congress TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Canal/Congress Special Tax Allocation Fund for the Canal/Congress Tax Increment Financing Redevelopment Project Area established to pay redevelopment project costs and obligations incurred in the payment thereof.

ii) Canal/Congress Incremental Taxes may only be used as City Funds to pay Project Costs under this Agreement when the following conditions are met:

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- the Project must be located, within the Canal/Congress Tax Increment Financing Redevelopment Project Area, and
- the Project Costs qualify as "Redevelopment Project Costs" as defined in Section 5/11-74.4-3(q) of the Act, and such costs are included in the budget set forth in the Canal/Congress Redevelopment Plan, and
- the maximum amount of Canal/Congress Incremental Taxes that may be used for Project Costs cannot exceed \$35,217.60.

3.4.3 LaSalle Central Tax Increment Financing Redevelopment Project Area. The City Council enacted

ordinances on November 15, 2006, approving the LaSalle Central Tax Increment Financing Redevelopment Project and Plan, creating the LaSalle Central Tax Increment Financing Redevelopment Project Area, and adopting tax increment allocation financing for said Area (the latter ordinance, the "LaSalle Central TIF Adoption Ordinance"). The LaSalle Central Tax Increment Financing Redevelopment Project and Plan and the LaSalle Central Tax Increment Financing Redevelopment Project Area were amended by two ordinances, enacted February 7, 2007 and May 9, 2007 (all of the above ordinances collectively referred to herein as the "LaSalle Central TIF Ordinances").

i) "LaSalle Central Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the LaSalle Central TIF Adoption Ordinance and Section 5/11 -74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the LaSalle Central Special Tax Allocation Fund for the LaSalle Central Tax Increment Financing Redevelopment Project Area established to pay redevelopment project costs and obligations incurred in the payment thereof.

ii) LaSalle Central Incremental Taxes may only be used as City Funds to pay Project Costs under this Agreement when the following conditions are met:

- the Project must be located within the LaSalle Central Tax Increment Financing Redevelopment Project Area, and
- the Project Costs qualify as "Redevelopment Project Costs" as defined in Section 5/1 1-74.4-3(q) of the Act, and such costs are included in the budget set forth in the LaSalle Central Redevelopment Plan, and
- the maximum amount of LaSalle Central Incremental Taxes that may be used for Project Costs cannot exceed \$100,000.

SECTION 4. PAYMENT

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1 City Funds shall be used only to pay the Authority for the Project Costs that qualify for payment with City Funds, contingent upon receipt by the City of documentation satisfactory in form and substance to CDOT evidencing such costs.

2 The maximum the City shall be liable for under this IGA for any given Project is the amount of City Funds set forth on Exhibit A for such Project, provided that 100% of the use of City Funds is for qualified Project Costs.

3 The City warrants that it has the City Funds available and has segregated them on the books of the City.

4 The Authority shall request the payment of the City Funds on a properly completed Disbursement Requisition Form in the form set forth on Exhibit B hereto ("Disbursement Request"), which the Authority may file with the City following incurrence of Project Costs. Prior to or simultaneous with the delivery of a Disbursement Request to the City, the Authority shall submit documentation substantiating the

applicable incurrence of Project Costs to CDOT.

5 Delivery by the Authority to CDOT of a Disbursement Request hereunder shall, in addition to the items expressly set forth therein, constitute a certification to the City, as of the date of the Disbursement Request, that:

- the total amount of the Disbursement Request represents the actual amount of Project Costs;
- the Authority has approved all work and materials for the Disbursement Request; and
- the work that is the subject of the Disbursement Request is in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders at the time of its completion.

6 Upon presentation of a Disbursement Request from the Authority, the City shall review it and its supplemental documentation for, among other things, evidence that the Authority incurred the Project Costs in an amount that equals or exceeds the amount of City Funds agreed to herein, and shall inform the Authority of any questions or comments about same as soon as practicable.

7 If requested by CDOT, the Authority shall provide copies of any equipment, vendor invoices, and purchase invoices claimed by the Authority on the current invoice, and any documentation supporting other costs claimed on the current invoice. The Authority shall maintain records sufficient to show all materials used by the Authority, which the Authority shall make available to the City for periodic audits upon request for the duration of this agreement. The Authority shall submit such invoices to the City as soon as practicable.

4.8 The City shall complete its review of the Disbursement Request and approve and

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pay Authority the approved amount of the City. Funds .by check, or wire transfer, not later than 90 days after the city receives the Disbursement Request from the Authority.

4.9 The City Funds being provided hereunder are being granted on a conditional basis, subject to the Authority's compliance with the provisions of this Agreement.

SECTION 5. OWNERSHIP. OPERATION AND MAINTENANCE OF FARE EQUIPMENT

1 The fare equipment purchased and installed by the Authority will remain the exclusive property of the Authority and the City will have no claim of ownership over the fare equipment at any time before or after the expiration of this IGA.

2 The Authority will have sole discretion of the operation and maintenance of the fare equipment.

SECTION 6. REPORTS

1 The Authority shall prepare and promptly deliver to the City and FTA upon reasonable request such certifications and reports of compliance and/or use relating to equipment and its operation and maintenance under this Agreement as may be necessary for the satisfaction of any requirements of this

Agreement, or any FTA grant agreement that contributed to City Funds. This shall include timely and complete inventories of the tangible assets purchased under this Agreement, including location of the assets and their condition and state of use or repair, as necessary to assist the City's compliance with FTA annual or triennial reporting requirements.

2 Each party will maintain separate, complete, accurate and detailed books, fiscal records and supporting documents necessary to monitor the performance and results of the grant award. All such records and other related documents must be made available at reasonable times for inspection, copying, audit and examination by authorized representatives of CDOT, the USDOT, FTA or independent auditors. If necessary, CDOT will pay the cost for an audit of CDOT records and the Authority will pay the cost of an audit of Authority records. Authority and CDOT will comply with all applicable federal and state audit requirements.

SECTION 7. DISCLAIMERS AND LIABILITIES; ENVIRONMENTAL MATTERS; SAFETY; INSPECTION

1 No official, employee or agent of either Party will be personally liable, either in law or equity, to the other Party or any successor in interest for any alleged breach of this IGA or for any amount which may become due under the terms of this IGA.

2 This IGA is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Authority and the City. The rights and the obligations of the parties are only those set forth in this IGA. Authority and City acknowledge that they are not a representative, employee, agent, or partner of the other party.

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7.3 The City makes no covenant, representation or warranty as to the environmental condition of the Projects or the suitability of the Projects for any public rapid transit use whatsoever.

7.4 . The Authority shall be solely responsible for the safety and protection of the public in connection with the Projects.

7.5 The City reserves the right to inspect the Projects from time to time as it is being undertaken or after its completion.

SECTION 8. TERMINATION OF IGA

Either party may terminate the IGA at any time for any reason or no reason upon no. less than thirty (30) days written notice to the other party. In the event the IGA is terminated, the Authority is entitled to retain City Funds for equipment purchased and/or installed under this IGA prior to the termination, and the City is entitled to keep all unused City Funds that are not due and owing to the Authority for purchased and/or installed equipment.

SECTION 9. NOTICES

Notices provided for in this IGA must be given in writing and may be delivered personally or by the United States mail service, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: City of Chicago
Department of Transportation Attention:
Commissioner 30 N. LaSalle Street, Suite 1100
Chicago, Illinois 60602 (312) 744-3600 (312)
744-1200 (Fax)

City of Chicago
Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois
60602
Attention: Finance & Economic Development Division

Director, Business Development Chicago Transit Authority 567 West Lake Street Chicago Illinois 60661

General Counsel

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Chicago Transit Authority.. 567 West Lake
Street Chicago Illinois 60661

Changes to these addresses must be in writing and delivered in accordance with the provisions of this Section 9. Notices delivered by mail are considered received three (3) days after mailing in accordance with this Section 9. Notices delivered personally are considered effective upon receipt.

SECTION 10. EMPLOYMENT OBLIGATIONS

10.1 Employment Opportunity. Authority, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its general contractors, subcontractors or any Affiliate of the Authority operating in connection with the Projects (collectively, with Authority, the "Employers" and individually an "Employer") to agree, that for the Term of this IGA with respect to Authority and during the period of any other party's provision of services to Authority in connection with the construction of the Projects, to the extent not in conflict with Authority's procurement requirements or applicable federal and state law:

a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time ("Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

b) As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Employer ensures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the

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basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Employer receives Federal assistance awarded by the U.S. DOT or FTA.

c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and any subsequent amendments and regulations promulgated thereto.

d) Each Employer, in order to demonstrate compliance with the terms of this Section, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Projects, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate undertaking any portion of the Projects, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

2 Construction Worker Hours. If the Projects are funded in whole or in part with federal grant dollars, Authority will implement affirmative action requirements or goals for the entire Projects that impose construction worker hours participation by utilization of minorities and women, respectively.

3 Authority's DBE Commitment. The Authority agrees to require all contractors to comply with applicable DBE requirements provided in the contracts related to the Projects.

SECTION 11. MISCELLANEOUS

11.1 The City and the Authority will provide their respective services and activities pursuant to this IGA in compliance with all applicable laws, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the City or the Authority; these include applicable terms of an applicable grant

agreement entered into by either party.

.11.2 Neither party may assign, subcontract, delegate, or otherwise transfer this IGA.

3 This IGA constitutes the entire agreement between the City and Authority and supersedes all prior agreements, negotiation, and discussion between them.

4 This IGA may not be altered, modified or amended except by written instrument signed by the Parties hereto, except that Exhibit A may be updated and modified to reflect changes in Project Costs contemplated by this IGA.

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5 This IGA will be governed by the laws of the State of Illinois. The Parties irrevocably submit to the original jurisdiction of those State or federal courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA. If any provision of this IGA 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 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 will not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this IGA will not affect the remaining portions of this IGA or any part hereof.

6 Waiver by a Party with respect to breach of this IGA by the other Party will not be considered or treated as a waiver of the rights of the Party with respect to any other default by the other Party or with respect to any particular default by the other Party, except to the extent specifically waived by the Party in writing.

7 The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

8 This IGA may be executed in several counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement.

[signatures on next page]

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IN WITNESS WHEREOF., the parties hereto have executed this Intergovernmental ■.>..» Agreement, through their duly authorized representatives, as of the date set forth at the beginning of this IGA.

CITY OF CHICAGO, a municipal corporation, through its Department of Transportation

Rebekah Scheinfeld, Commissioner

CHICAGO TRANSIT AUTHORITY, a municipal corporation

Terry Peterson, Chairman

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Exhibit A

Project Cost Description

[the parties may revise only this Exhibit A from time to time without characterizing such revision as an Amendment to the IGA.]

Hard Costs	Amount	City Funds
Fare equipment for \$138,470(100%) Washington/Wabash Rail Station,	\$138,470	from federal funds, (FTA Grant IL- 95-X027 and/or FTA Grant IL- 95-X012)
Fare equipment for various locations along the Central Loop Bus Rapid Transit corridors	Not to exceed \$500,000	Not to Exceed \$400,000 (80%) from federal funds (FTA Grant IL-03-282) Not to Exceed \$100,000 (20%) from LaSalle Central Incremental Taxes, as specified in Section 3.4.3
Fare equipment for the Union Station Transportation Center	\$176,088	\$140,870.40 (80%) from federal funds (FTA Grant IL-95-X013 and/or FTA Grant IL-03- 282) \$35,217.60 (20%) from Canal/Congress Incremental Taxes as specified in Section 3.4.2

C. The Authority requests payment for the following eligible Project Costs:

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D. If the payment being requested here is to be paid by the City from Incremental Taxes, in whole or in part, then the Authority hereby certifies to the City that the Project Costs meet both of the following conditions:

- the Project is located within the Tax Increment Financing Redevelopment Project Area, and
- the Project Costs qualify as "Redevelopment Project Costs" as defined in
- Section 5/1 1-74.4-3(q) of the Act, and such costs are included in the budget set
- forth in the Redevelopment Plan, and
- the Project Costs paid by the City using Incremental Taxes (typically 20% of total Project costs when paid in part) do not exceed the respective maximum amounts referenced in Sections 3.2 and 3.3 of the Agreement.

E. None of the costs referenced in paragraph C above has previously been paid by the City.

F. The Authority hereby certifies to the City that, as of the date hereof:

- i) the total amount of the disbursement request herein represents the actual Project Costs;
- ii) the Authority has approved all work and materials for the disbursement request;
- iii) the work that is the subject of the disbursement request herein was performed in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders at the time of its completion; and
- iv) the representations and warranties contained in the IGA are true and correct and the Authority is in compliance with all applicable covenants contained therein.

All capitalized terms which are not defined herein have the meanings given such terms in the IGA.

Chicago Transit Authority, an Illinois municipal corporation

By:
Name Title:

Subscribed and sworn before me this day of

My commission expires:

Agreed and accepted:

City of Chicago, by and through its Department of Transportation

Rebekah Scheinfeld, Commissioner Date: