



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Text

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**File #:** O2013-1607, **Version:** 1

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### ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of local government under 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 duly organized and existing under the laws of the State of Illinois; and

WHEREAS, the CTA will undertake the reconstruction of the southern Red Line (the "Project") from the Cermak-Chinatown station to the 95<sup>th</sup>/Dan Ryan station (the "Affected Area"); and

WHEREAS, it is anticipated that the Project will increase traffic congestion in and around the Affected Area; and

WHEREAS, the City requested that CTA commit to pay for OEMC Traffic Management Authority Traffic Control Aides Hourly (Title Code 9104) ("TCAHs") to be deployed in and around the Affected Area (including the 95<sup>th</sup>/Dan Ryan Red Line station, the Garfield Green Line station, and throughout the bus shuttle area north of the 9500 block of South State Street and south of the 5500 block of South Calumet Avenue) during the Project to mitigate such traffic congestion; and

WHEREAS, the City and CTA now desire to enter into an agreement in substantially the form attached hereto as Exhibit 1 (the "Agreement"), under the terms and conditions of which CTA agrees to reimburse the City for the costs of the City's deployment of TCAHs for the Project in the Affected Areas; now, therefore;

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

SECTION 1. The above recitals, and the statements of fact and findings made therein, are incorporated herein and made a material part of this ordinance.

SECTION 2. The Executive Director of OEMC or his designee (the "Executive Director") is authorized to execute the Agreement in substantially the form attached hereto as Exhibit 1 and such other documents as are necessary in connection therewith. The Agreement shall contain such other terms as the Executive Director deems necessary or appropriate. Payments received from the CTA pursuant to the Agreement shall be appropriated in Fund Number AP45-100-58-58-2705-3462-7450 or such other fund as may be duly designated.

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 takes effect upon passage and approval.

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHICAGO AND THE CHICAGO  
TRANSIT AUTHORITY REGARDING TRAFFIC CONTROL AIDES FOR THE RED LINE PROJECT

This Intergovernmental Agreement, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013 (this "Agreement") by and between the City of Chicago, a municipal corporation and home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "City"), acting through its Office of Emergency Management and Communication ("OEMC"), and the Chicago Transit Authority, a municipal corporation duly organized and existing under the laws of the State of Illinois ("CTA").

BACKGROUND INFORMATION

A. The CTA will undertake the reconstruction of the southern Red Line (the "Project") from the Cermak-Chinatown station to the 95<sup>th</sup>/Dan Ryan station (the "Affected Area"). Funding for the Project will be provided by an "Illinois Jobs Now" capital grant from the State of Illinois Department of Transportation (State Grant No. CAP-12-1011-ILL) awarded to the Regional Transit Authority ("RTA") and subgranted to CTA for this express purpose (RTA Subgrant No. CTA-2012-L1) (collectively, "the Grants").

B. It is anticipated that the Project will increase traffic congestion in and around the Affected Area.

C. The City requested that CTA commit to pay for OEMC Traffic Management Authority Traffic Control Aides Hourly (Title Code 9104) ("TCAHs") to be deployed in and around the Affected Area (including the 95<sup>th</sup>/Dan Ryan Red Line station, the Garfield Green Line station, and throughout the bus shuttle area north of the 9500 block of South State Street and south of the 5500 block of South Calumet Avenue) during the Project to mitigate such traffic congestion.

D. The City and CTA now desire to enter into this Agreement, under the terms and conditions of which CTA agrees to reimburse the City for the costs of the City's deployment of TCAHs for the Project in the Affected Area.

Now, therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above (including but not limited to the definition of terms therein) is hereby incorporated herein by reference and made a part hereof.

SECTION 2. REIMBURSEMENTS

2.1 CTA agrees, during the Project, to reimburse the City, at an hourly rate of \$25.80 per TCAH, for the City's cost of deploying approximately 60, but no more than 100, TCAHs posted in the Affected Area during each of two five-hour shifts per day as determined necessary by OEMC.

Reimbursements will be based on actual TCAH assignment to the Affected Area.

2.2 The City will invoice CTA for reimbursement on a monthly basis. CTA shall pay such invoices within 45 days of receipt. Unless the City notifies CTA otherwise, payments shall be made by check in care of the City's Department of Finance.

### SECTION 3. REPRESENTATIONS

CTA and the City each represents to the other that it has full power and authority to enter into and perform its respective obligations under this Agreement and the execution and delivery of this Agreement and the performance of its respective obligations hereunder have been duly authorized by all requisite corporate action.

### SECTION 4. TERM

Unless extended or terminated as permitted by the terms of this Agreement, this Agreement shall terminate 30 days after the completion of the Project (as measured by the reopening of the southern Red Line). For purposes of information only it is currently anticipated that the Project will commence on May 19, 2013 and be completed by October 20, 2013.

### SECTION 5 INDEMNIFICATION

Subject to any of the indemnity requirements of the Grants, and except for the CTA's own negligence or wrongful acts, the City shall release, indemnify and hold harmless, to the maximum extent permitted by law, the CTA and its directors, officers, employees and agents from and against any and all claims, suits, liabilities, losses and damages, including court costs and attorneys' fees and expenses incidental thereto, of whatever nature, arising out of or in connection with the City's deployment of TCAHs in connection with the Project pursuant to this Agreement and any failure of performance or negligent or wrongful performance by the City and its respective officers, agents or employees (including the TCAHs) in connection with the Project pursuant to this Agreement, including, but not limited to, claims for damage to property and/or injury to or death of any person or persons.

### SECTION 6. TERMINATION

6.1 CTA may terminate this Agreement, in whole or in part, for convenience at any time by written notice to the City (a) if the agency or agencies which are granting funds to the CTA for the Project necessitating this Agreement notify the CTA of the termination of either or both of the Grants, or (b) the Project being funded by the Grants is otherwise suspended or discontinued for any reason.

6.2 The parties may terminate this agreement by mutual written agreement.

### SECTION 7. NOTICES

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) [intentionally omitted] (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

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

Chicago Transit Authority 567 West Lake Street Chicago Illinois 60661

General Counsel Chicago Transit Authority 567 West Lake Street Chicago Illinois 60661

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

#### SECTION 8. MODIFICATION

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

#### SECTION 9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and CTA and supersedes all prior agreements, negotiation and discussion between them.

#### SECTION 10. WAIVER

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

#### SECTION 11. DISCLAIMER

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party

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beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

#### SECTION 12. HEADINGS

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

#### SECTION 13. COUNTERPARTS

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

SECTION 14. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

SECTION 15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.

SECTION 16. NON-LIABILITY OF OFFICIALS

No official, employee or agent of the City shall be charged personally by CTA or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 17. ASSIGNMENT

This Agreement, or any portion thereof, shall not be assigned by CTA without the prior written consent of the City, which consent shall not be unreasonably withheld.

SECTION 18. AUTHORITY

Execution of this Agreement by the City is authorized by an ordinance passed by the City Council of the City on \_\_\_\_\_, 2013. Execution of this Agreement by the CTA is authorized by an ordinance passed by the Chicago Transit Board on \_\_\_\_\_, 2013.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers on or as of the day and year first written above.

CITY OF CHICAGO

By: \_\_\_\_\_ :  
Executive Director  
Office of Emergency Management  
and Communications

CHICAGO TRANSIT AUTHORITY

By:

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OFFICE OF THE MAJOR  
CITY OF CHICAGO  
RAHM EMANUEL MAYOR

March 13, 2013

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

Ladies and Gentlemen:

At the request of the Executive Director of Emergency Management and Communications, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Transit Authority regarding traffic control services in conjunction with the Red Line Renovation Project.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,