



Office of the City Clerk

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Room 107
Chicago, IL 60602
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Legislation Text

File #: O2015-8842, **Version:** 1

CHICAGO January 13, 2016

To the President and Members of the City Council:

Your Committee on Finance having had under consideration

A communication recommending a proposed ordinance concerning the authority to enter into and execute an Intergovernmental Agreement with Amtrak, Metra and RTA to allocate funds for rehabilitation and improvement of property in Canal/Congress Redevelopment Area.

02015-8842

Having had the same under advisement, begs leave to report and recommend that your Honorable Body pass the proposed Ordinance Transmitted Herewith

**This recommendation was concurred in by
of members of the committee with**

Respectfully submitted

Chairman

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL MAYOR

December 9, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with Amtrak regarding Union Station.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

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

WHEREAS, the City wishes to collaborate on the improvement and development of Union Station and its related properties (the "Property") in Chicago, Illinois;

WHEREAS, Chicago Union Station Company, an Illinois corporation, the sole shareholder of which is the National Railroad Passenger Corporation, a District of Columbia corporation ("Amtrak"), owns the Property; and

WHEREAS, the City, through its Department of Transportation ("CDOT"), and in collaboration with Amtrak, the Illinois Regional Transportation Authority, an Illinois municipal corporation, by and through its Commuter Rail Division ("Metra"), the Regional Transportation Authority, an Illinois municipal corporation ("RTA," and collectively with Metra and Amtrak, the "Parties"), and other stakeholders, developed a plan for the Property (the "Union Station Master Plan"); and

WHEREAS, CDOT and the Parties desire to undertake planning, historic review and preliminary engineering work for certain projects derived from the Union Station Master Plan (the "Project"); and

WHEREAS, the Property lies wholly within the boundaries of the Canal/Congress Redevelopment Area (as hereinafter defined); 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 from time to time (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 ordinances adopted on November 12, 1998 and published in the Journal of the Proceedings (the "Journal") of the City Council of the City (the "City Council") for said date at page 81982, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Canal/Congress Redevelopment Project Area" (the "Canal/Congress Redevelopment Area"); (ii) designated the Canal/Congress Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Canal/Congress Redevelopment Area;

WHEREAS, City Council amended the Plan pursuant to an ordinance adopted June 19, 2002 and published at page 88202 of the Journal; and

WHEREAS, under 65 ILCS 5/11-74.4-3(q)(3), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay the costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Canal/Congress Redevelopment Area shall be known as the

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"Canal/Congress Increment"); and

WHEREAS, the City, by and through CDOT, wishes to make, available to Amtrak a portion of the Canal/Congress Increment in an amount not to exceed \$500,000 for the purpose of reimbursing Amtrak for expenses incurred in the rehabilitation and improvement of the Property (the "TIF-Funded Improvements") in the Canal/Congress Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, the Plan contemplates that tax increment financing assistance would be provided for

private. improvements, such as the Project, within the boundaries of the Canal/Congress Redevelopment Area; and

WHEREAS, the City and the Parties wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit A (the "Agreement") whereby the City shall pay for or reimburse \$500,000 for the TIF-Funded Improvements; now, therefore;

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

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

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings that are necessary and directly result from the redevelopment project constituting the Project as described in the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, the Commissioner of CDOT is authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A, and such other documents as are necessary, between the City of Chicago and the Parties.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance. -

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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EXHIBIT A

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MEMORANDUM OF UNDERSTANDING

AMONG

NATIONAL RAILROAD PASSENGER CORPORATION

CITY OF CHICAGO,

COMMUTER RAIL DIVISION OF THE ILLINOIS REGIONAL TRANSPORTATION

AUTHORITY,

AND

**REGIONAL TRANSPORTATION AUTHORITY FOR A
JOINT PLANNING AND DESIGN EFFORT**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is entered into as of _____, 2015 ("Effective Date") by and among National Railroad Passenger Corporation, a corporation of the District of Columbia ("Amtrak"); the City of Chicago, an Illinois 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 Transportation ("City"); Commuter Rail Division of the Illinois Regional Transportation Authority, a division of an Illinois municipal corporation ("Metra"); and Regional Transportation Authority, an Illinois municipal corporation ("RTA").

For and in consideration of the covenants set forth in this Memorandum, the parties hereby agree as follows:

BACKGROUND

A. Amtrak, the City, Metra and RTA continue to collaborate on the improvement and development of Chicago Union Station ("CUS") in Chicago, Illinois.

B. Amtrak is the sole shareholder of Chicago Union Station Company ("CUSCo") which owns CUS, including the concourse, mezzanine, headhouse, tracks and platforms. Amtrak also owns the parking garage and associated air rights at 310 South Canal Street, and the platform canopies and associated air rights to the west of 300 South Riverside Plaza ("Related Properties").

C. The City, in collaboration with Amtrak, Metra, RTA and other stakeholders, managed and developed a conceptual master plan for CUS and Related Properties ("CUS Master Plan") from 2009 to 2012 ("Stage 1"), and further developed master plan concepts from 2012 to 2015 ("Stage 2").

D. Amtrak, the City, Metra and RTA desire to undertake planning, historic review and preliminary engineering work, up to 30% design, for a predetermined number of projects that are derived from the CUS Master Plan. This predetermined number of projects is called "Phase 1". The first phase of planning and design for Phase 1 projects is called "Phase 1A" and the work that is the subject of Phase 1A is more clearly identified on Exhibit A attached hereto and hereby made a part hereof.

E. Amtrak, the City, Metra and RTA desire to establish a funding and payment mechanism for the undertaking of Phase 1A. Amtrak assumes management responsibilities for Phase 1A, in collaboration with the City, Metra, RTA, and in coordination with other stakeholders.

F. The "Parties" (as defined in Section 1) acknowledge that each of Amtrak, the City, Metra and RTA has allocated funds for the undertaking of Phase 1A, and each desires for such funds to be combined and utilized for the benefit of the joint planning and design effort.

G. The purpose of this Memorandum is to outline the Parties' financial commitments and intent to cooperate with one another and work together in good faith to develop Phase 1 A.

H. 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.

I. In accordance with the provisions of the Act, and pursuant to the ordinance adopted on November, 12, 1998 and published at pages 81982 of the Journal of Proceedings of the City Council (the "Journal") of such date, the City Council of the City: (i) approved a certain redevelopment plan and project (together with all amendments thereto, the "City Redevelopment Plan") for the Canal/Congress Tax Increment Financing Redevelopment Project Area (the "Area") within the City; (ii) designated the Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "TIF Adoption Ordinance") for the Area.

J. Under the Act and the TIF Adoption Ordinance, certain taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the Canal/Congress TIF Fund established to pay redevelopment project costs incurred in the Area, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Area that are incurred or that are to be incurred in furtherance of the objectives of the City Redevelopment Plan, to the extent the municipality by written agreement accepts and approves such costs.

K. Pursuant to the Plan, certain TIF-funded City programs and redevelopment agreements have been established by the City Council of the City as of the Effective Date, which programs and agreements pledge portions of the Canal/Congress TIF Fund (collectively, the "Prior Obligations").

L. The City and Amtrak have agreed that the City will pay up to but no more than \$500,000 toward Phase 1A from Available Incremental Taxes (as defined below) or from any other source of funds available to and selected by the City ("City Funds").

M. Phase 1 is the type of public improvement that is contemplated by the City Redevelopment Plan, and therefore the costs incurred for Phase 1A ("Project Costs") qualify as "Redevelopment Project Costs" under the Plan, as defined in Section 5/11-74.4-3(q) of the Act.

N. On , 2015, the City Council adopted an ordinance authorizing the execution of this Memorandum

1. Definitions. The following defined terms are used in this Memorandum:

1 "Partners Committee" means the group comprised of Designated Representatives identified in Section 6 of this Memorandum.

2 "Party" means each of Amtrak, the City, Metra and RTA, and "Parties" shall mean Amtrak, the City, Metra and RTA collectively.

3 "Phase 1A" means the joint planning and design effort comprised of planning, historic review and preliminary engineering work, in collaboration with the City, Metra and RTA and other stakeholders, as further described in the scope of work attached hereto as Exhibit A.

4 "Project" means the totality of the effort required to develop Phase 1 A.

5 "Right of Entry" means the required document(s) that grant(s) rights of entry from Amtrak to another Party to certain portions of such Party's property, to which the other Party or Parties and its

contractors, employees and agents must adhere, including, by way of example only, providing indemnity and insurance coverage of the types and in the amounts required by Amtrak.

6 "Stakeholders" will be selected by the Partners Committee and will have an interest in or operate

facilities or services in and around CUS, and will advise and assist the Parties in development of the Project.

7 "Term" shall have the same meaning set forth in Section 2.

2. Term. This Memorandum shall be effective as of the Effective Date and, unless extended by mutual agreement of the Parties, shall terminate at the date that is twenty four (24) months after the Effective Date (or any later date as agreed by the Parties in writing).

3. Purpose. The Parties agree to cooperate and work diligently together to develop Phase 1A. The Parties agree to the following:

3.1 In developing Phase 1 A, the Parties agree to unanimously agree on the following:

- (a) Process for making decisions and resolving disputes;
- (b) Process for determining and amending the Project scope and schedule;
- c) Process for soliciting bids for Project vendors and agreement on vendor selection. The Parties will designate a procurement representative, and alternates as necessary, from each organization to participate in the solicitation and selection process, including attending meetings, interviewing vendors, reviewing proposals and documentation, providing feedback, and ultimately participating in the selection of a Project vendor.
- d) Planning, design milestones and ongoing related activities;
- e) Resources (budget(s), funding, manpower, etc.);
- f) Meeting schedules and expectations;
- g) Organization, composition and management of Partners, Technical and Coordination Committees; and
- h) Ongoing design and historic preservation review.

3.2 In developing Phase 1A the Parties shall take into consideration the following:

- a) Being flexible and creating a modular and adaptable plan and design;
- b) Providing for various scenarios and assumptions;
- c) Optimizing the Project's value for the Parties' core missions while driving maximum value, functionality and sustainability;
- d) Focusing on CUS and Related Properties;
- e) Accommodating Amtrak, Metra and other operational requirements and related activities surrounding CUS and Related Properties;
- f) Considering local and regional corridor planning efforts conducted by Midwestern states and the FRA, such as the Chicago to St. Louis corridor planning effort and the Chicago to Detroit/Pontiac corridor planning effort, including the recently awarded Chicago Terminal Planning Study led by the Illinois Department of Transportation. Further considering Midwest Regional Rail Initiatives and Midwest High-Speed Rail Initiatives impacting CUS;
- g) Defining the relationship of this joint planning and design effort to other adjoining planning, design, development, historic preservation and construction efforts;
- (h) The potential impact of Phase 1A on:
 - i) Easements or property rights;
 - ii) Abutters;

- iii) Community interests;
- iv) City, state and regional planning and design efforts;
- v) Safety and Security; and
- vi) Compliance with local, state and federal regulatory requirements; and

- (i) The historic preservation goals of the City.

3.3 The Parties agree that they shall exercise their rights under this Section 3 reasonably and in good faith in order to reach agreement on the matters identified in this Section. In the event that the Parties, after the use of diligent and good faith efforts, are unable to reach unanimous agreement on the matters identified in this Section 3, the Parties agree to submit the open questions to the chief executive of each Party, who shall jointly make a final determination on all open questions.

4. Undertakings During the Term. A. The Parties agree to meet regularly to advise one another regarding progress on any one or more of the undertakings required during the Term. The Parties will agree on the organization of the Partners, Technical and Coordination Committees to collaborate on the Project, as aligned with the Purpose section of this agreement. The Parties acknowledge the importance of working expeditiously and diligently on the Project.

B. The information needed during the development of Project requires the performance of various tasks by the Parties, including, but not limited to, (a) survey of CUS as it pertains to the Project; (b) site investigation and analysis of existing conditions; (c) site and infrastructure planning and design; (d) analysis of operating requirements; (e) space programming; (f) creation of public information and marketing materials; (g) potential locations and sizing for the construction of station elements; (h) Project staging and phasing; (i) historic review; (j) preliminary engineering; (k) due diligence requirements; (l) and analysis of property ownership rights and interests.

5. Obligations of Parties.

5.1 Funding and Costs

(a) The Parties agree to be responsible in the following proportions for the costs

incurred by Amtrak in connection with Phase 1A, up to the applicable Maximum Funding Obligation set forth below for each Party.

Party	Max. Funding Obligation	Percentage of Total Project
Amtrak	\$3,000,000	50.00%
RTA	\$1,500,000	25.00%
Metra	\$1,000,000	16.67%
City	\$ 500,000	8.33%
Total	\$6,000,000	100.0%

An estimate of the costs anticipated for the duration of Phase 1A is attached hereto as Exhibit A (the "Cost Estimate"). Such estimate does not, however, limit each Party's obligation to reimburse Amtrak for all costs actually incurred by Amtrak in connection with Phase 1A, up to the amount of such Party's Maximum Funding Obligation set forth above. In the event that Amtrak determines that the total funding required for Phase 1A is projected to exceed Six Million Dollars (\$6,000,000), Amtrak shall give each of the Parties notice of the revised budget based on the then approved scope

of work for Phase 1A. Unless and until the Parties hereto can agree in writing on revising the scope of work or on how to fund the shortfall, Amtrak may not incur expenses in excess of the approved budget of Six Million Dollars (\$6,000,000).

b) The Parties acknowledge that RTA and Metra would need to receive the prior approval of their respective Boards of Directors in order to agree to pay more than the Maximum Funding Obligation set forth above for RTA or Metra, as applicable.

c) The Parties agree that during Phase 1A they will each waive the right to be reimbursed for overhead expenses incurred in connection with the management of the Project.

5.2 Invoicing and Payment

a) For the monthly costs incurred pursuant to this Memorandum, Amtrak shall pay its Funding Obligation on a monthly basis.

b) Amtrak shall invoice and the other Parties shall pay Amtrak in accordance with Invoices issued by Amtrak which shall include an identification of the total monthly costs incurred by Amtrak and reviewed by the parties pursuant to 5.2(d) below and the individual proportional share of those total costs for each Party shall be in accordance with this Memorandum, as follows:

Party	Proportional Share of Costs
RTA	25.00%
Metra	16.67%
City	8.33%

c) Payments of any Amtrak invoices are due within thirty (30) calendar days of receipt of Amtrak's invoice by the Parties.

d) Prior to submitting a monthly invoice for payment by the Parties, Amtrak will forward to each Party for their review and comment documentation supporting costs incurred by Amtrak including, but not limited to labor cost reports, copies of material invoices, third party contractor/consultant invoices, a report of materials issued from inventory, Amtrak owned equipment utilization pricing statement (other than incidental or minor usage, which shall not be reimbursable), management labor detail, and a statement of other reimbursable costs and charges for the Project. If any Party objects to any charges identified in such documentation, it shall notify Amtrak, in writing, of its objection to any charges within ten (10) business days of receipt of such documentation. Any such objection must specify the reason for the objection and provide the basis for such objection. Within ten (10) business days following receipt of any objections, Amtrak will provide the Parties with additional documentation and/or explanation as required, to address the objections that have been raised. A Party's objection to a charge shall be considered resolved unless the objecting Party provides an additional written objection to Amtrak within five (5) business days of receipt of such additional documentation and/or explanation from Amtrak, detailing the basis for its continued objection. If the objection is still not resolved, any Party may pursue any right or remedy as specified in this Memorandum, including non-payment of disputed charges (but must pay all non-disputed charges). Amtrak reserves the right to invoice the Parties for any costs not objected to during the invoice review process or which remains disputed at the end of the review process outlined above, and may at this time or anytime thereafter submit its monthly invoice for reimbursement from the Parties, as set forth in 5.2(b) above.

Any submitted cost not objected to within the ten (TO) business day period following receipt of such documentation shall be deemed approved and subject to payment by the parties as described in 5.2(c).

In the event that Amtrak is not paid in full the proportional sums billed to the Parties within sixty (60) calendar days following the Parties' receipt of the Amtrak invoices, Amtrak at its option, and in addition to any other rights it may have under this Memorandum, may suspend all of the Phase 1A work until such time as Amtrak is assured of adequate funding by the Parties for such work.

3 Intentionally Deleted

4 TIF Eligible Improvements

(a) City Funds shall be used to pay Amtrak for its incurred costs of TIF-Eligible Improvements, in accordance with the terms of this Memorandum. "TIF-Eligible Improvements" means those improvements of the Project which (i) qualify as Redevelopment Project Costs as defined in the Act, (ii) are eligible costs under the Plan, and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Memorandum. The City represents that all of the work described in Exhibit A hereto represents TIF-Eligible Improvements. Amtrak may implement changes to the Project that cause variations in the improvements described in Exhibit A, provided that all the changes qualify as TIF-Eligible Improvements.

b) The City intends to pay its share of Phase 1A Project Costs out of "Available Incremental Taxes", which means such taxes which, pursuant to the 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 TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, and which are not encumbered or pledged for the payment of Prior Obligations.

c) The City warrants that it has available and has segregated on the books of the City an amount of City funds sufficient to pay the Project Costs, and covenants that the City funds will not be used for any purpose other than the Project Costs during the Term of this Memorandum.

d) Amtrak shall provide the City with reasonable access to its books and records relating to the Project as shall be required by the City and necessary to reflect and disclose fully the amount and disposition of the Project Costs. The rights of access and inspection provided in this paragraph shall continue for one year from the later of the expiration or the termination of this Memorandum.

e) Should the City determine that City Funds were not disbursed for TIF-Eligible Improvements; the City shall provide such findings to Amtrak for review and comment. Should Amtrak agree with the City's findings, it shall make reimbursement to the City for of any City Funds paid for such disallowed Project Costs. Should Amtrak disagree with the City's findings, it shall provide the City with its rationale supporting its position. Amtrak and the City shall promptly confer to discuss and resolve such disagreement.

5 Funding Subject to Appropriation

The Parties hereto acknowledge and agree that each Party is reliant on public funding for its obligations under this Memorandum. Each Party's obligation for payment of funds under this Memorandum for future fiscal years is contingent upon the availability of appropriated funds from which payment can be made.

6. Designated Representatives. Each Party shall designate up to two representatives who shall represent such Party in any discussions or other matters relating to the performance of the Project. Until further notice, Amtrak's designated representatives are Anthony DeDominicis, Senior Manager of Infrastructure Planning, and Peter Garipey, Manager of Infrastructure Planning. Until further notice, such designated representatives on behalf of the City shall be Jeffrey Sriver, CDOT Director of Transportation Planning and Programming and Luarui Hamilton, CDOT Deputy Commissioner. Until further notice, such designated representatives on behalf of Metra shall be David Kralik, Department

Head, Long Range Planning and Peter Zwolfer, Deputy Executive Director, Operations. Until further notice, such designated representatives on behalf of RTA shall be Jessica Hector-Hsu. Each Party may substitute other delegates, from time to time, by providing written notice to each other Party of the identity of the then current Designated Representatives for such Party.

7. Exclusive Rights. While the Parties intend to jointly develop Phase 1A, nothing in this Memorandum shall be interpreted as providing exclusive rights to any Party related to the planning, design, improvement or development of any property which a Party does not own or control. Each Party reserves the right to enter into discussions with other Parties and persons and dispose of any property which such Party owns whether or not the property is part of the Project.

8. Right of Entry. The City, Metra and RTA may only enter onto Amtrak's property (including CUS) if Amtrak has granted a Right of Entry to those Parties. Amtrak may grant the City, Metra and RTA, their agents and contractors, a Right of Entry onto Amtrak property, and such entry shall be subject to terms and conditions as Amtrak, from time to time, deems appropriate, in its sole discretion, including without limitation, satisfaction of required insurance and indemnity provisions and security clearances.

9. Confidentiality. Subject to applicable state or federal Freedom of Information Act ("FOIA") requests and any other applicable State laws, the Parties agree to maintain all information which they disclose to each other regarding the physical condition of the CUS property, including any environmental or engineering reports or any other information that relates to portions of CUS that need to be renovated or replaced, as the confidential information of the Parties (such information being referred to collectively as the "Confidential Information". The Parties further agree:

- i) Not to make any use whatsoever of another's Confidential Information, except in connection with formulating revised proposals and, accordingly, without limiting the generality of the foregoing, not to use such Confidential Information in connection with any work performed by the Parties for any third party;
- ii) Not to reveal, disseminate or disclose to any third party any Confidential Information except with the written approval of the disclosing Party to a person or entity that signs a confidentiality agreement substantially in accordance with the terms of this Section 9; and
- iii) That any Confidential Information submitted to the receiving Party in tangible form shall be returned to Amtrak upon the request of the disclosing Party and all copies of such tangible information shall be destroyed.

Confidential Information does not include disclosure of information or data which can be conclusively proven is in the public domain at the time of disclosure.

The Parties understand that failure to comply with the foregoing confidentiality provisions may result in the non-breaching Party suffering irreparable harm, which may not be adequately compensated for by monetary damages alone. The Parties, therefore, agree that in the event of a breach or threatened breach of such provisions, the non-breaching Party or Parties shall be entitled to injunctive and/or other preliminary or equitable relief, in addition to any other remedies available at law for actual damages, but not for consequential or punitive damages.

Notwithstanding the foregoing, when required by FOIA or any other applicable federal or state law, regulation or court order, disclosure of Confidential Information shall be permitted, provided that the disclosing Party shall, to the extent permitted by law, give the other Parties advance notice of the disclosure in order to permit such Parties to obtain a restraining order or other relief against the third party seeking to compel disclosure of the Confidential Information.

10. Intellectual Property Rights. The Parties acknowledge and agree that all intellectual property (patents, trademarks, service marks, trade names, domain names, rights in designs, database rights, copyrights including rights in computer software, standards), rights in know-how and other intellectual or industrial property rights (whether registered or unregistered and including applications for the registration of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, required to be used in the framework of the relationships contemplated by this Memorandum but owned or provided by a Party or one of a member of its affiliates/subsidiaries shall, unless specifically otherwise agreed in writing, remain the property of that Party or its affiliate/subsidiary (as the case may be). Subject to the foregoing, any intellectual property which arises in the course of establishing and maintaining the relationships

contemplated by this Memorandum and which is developed jointly by the Parties shall belong jointly to the Parties. The Parties will consider and discuss the terms and conditions on which any such intellectual property may be used by any Party in its operations unrelated to the Project, but in any event the Parties shall each have an irrevocable, nonexclusive, royalty free right and license to use the jointly developed intellectual property with respect to the improvement and development of CUS, at no consideration to any of the parties hereto, and shall solely own in its own name any derivative works derived therefrom, which right and license shall be perpetual and shall survive the termination or expiration of the Term.

11. Publicity. Each party executing this Memorandum agrees to use reasonable efforts to coordinate any and all public statements through Amtrak's, the City's, Metra's and RTA's public relations departments. Notwithstanding the foregoing, this Section shall not apply with respect to information shared during a public hearing meeting held by a Party in the normal course of business of such Party, or with respect to responses to reporter inquiries made in the immediate aftermath of such a public hearing.

12. Notices. All notices and other communications given pursuant to this Memorandum, with the exception of invoices and supporting documentation which may be delivered by electronic mail, must be in writing and are deemed to be properly served if delivered in person to the party to whom it is addressed or on the third day after deposit in the United States registered or certified mail, return receipt requested, postage prepaid, as follows:

National Railroad Passenger Corporation
2955 Market Street. Philadelphia, Pa. 19104 Attn: Anthony DeDominicis

National Railroad Passenger Corporation 60 Massachusetts Avenue, N.E. Washington, D.C. 20002
Attn: General Counsel

The City of Chicago Department of Transportation 30 N. LaSalle Street, Suite 1100 Chicago, Illinois 60602 Attn:
Commissioner

The City of Chicago Department of Law 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602
Attn: Finance and Economic Development Division

Commuter Rail Division of the Regional Transportation Authority Strategic Capital Planning Department 547 West
Jackson Boulevard Chicago, Illinois 60661 Attn: David Kralik

Commuter Rail Division of the Regional Transportation Authority
Law Department
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: General Counsel

Regional Transportation Authority
Attn: Capital Programming, Planning and Performance
Department of Planning 175 West Jackson, Suite 1550 Chicago, Illinois 60604 Attn: Jessica
Hector-Hsu

Addressees may be changed by the parties by notice given in accordance with the provisions hereof.

13. Income or Compensation to, or Ownership by City Elected Officials. Amtrak acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that

pursuant to Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months, and (C) notwithstanding anything to the contrary contained in this Memorandum, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Memorandum shall be grounds for termination of this Memorandum and the transactions contemplated hereby. Amtrak hereby represents and warrants that, to the best of its knowledge, no violation of Section 2-156-030 (b) has occurred with respect to this Memorandum or the transactions contemplated hereby.

14. Patriot Act Certification.

(a) Amtrak represents and warrants that to its actual knowledge neither Amtrak nor any Affiliate thereof (as defined in Section 14(b) below) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

(b) "Affiliate" means a person or entity related to Amtrak that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Amtrak, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

15. Inspectors General. The duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, is to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. Amtrak understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago. Nothing in this Memorandum shall be construed to limit the rights, obligations, authority, or responsibilities of Amtrak's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena.

16. Status.

a) This Memorandum represents the intentions of the Parties to enter into discussions regarding the Project but creates no legal obligations on any Party to enter into any agreement or transaction or take any other action, except as expressly set forth in this Memorandum.

b) Notwithstanding anything to the contrary in this Memorandum, negotiating this Memorandum or any agreement or other document contemplated by this Memorandum shall not obligate any Party to enter into any agreement or other document with another Party or with any third party.

c) Nothing in this Memorandum shall be deemed to constitute, create, give effect to, or otherwise recognize

a joint venture, partnership, principal and agent, trust, fiduciary or any other formal business entity or special relationship of any kind between the Parties, and the rights and obligations of the Parties with respect to the subject matter of this Memorandum shall be limited to those rights and obligations expressly set forth herein. None of the Parties shall be entitled to make any legally binding commitment on behalf of any other Party without the express prior written consent of such other Party. By this Memorandum, or the performance of the transactions contemplated hereby, neither Party shall acquire any ownership or interest in any property whatsoever of the other Party other than any intellectual property that may be created, as described in Section 10 of this Memorandum.

d) The parties confirm their full and complete understanding that, this Memorandum is merely a reflection of the manner in which they will proceed with respect to developing Phase 1A and that notwithstanding anything to the contrary contained herein: (i) no Party will be bound by any prior written or oral representations or negotiations between them, either directly or through any intermediary, relating the matters addressed by this Memorandum, it being the intent of the parties that this Memorandum is intended to be the final and complete agreement of the parties with respect to the subject matter hereto; (ii) no Party will have any liability hereunder for refusing to compromise on any issue, or terminating negotiations at any time for any reason or no reason; (iii) this Memorandum will not give rise to any claim based on promissory estoppel, partial performance, detrimental reliance or any other equitable theory; (iv) the Parties acknowledge that approvals of Phase 1A are required by Amtrak's Board of Directors, the Federal Railroad Administration and the City of Chicago, Metra and RTA; and (v) no Party shall have any liability hereunder or bring suit against another in connection with the terms of this Memorandum except for the requirements under Sections 5, 9, 10 and 11, which will survive the termination of this Memorandum and be binding on the Parties.

Disadvantaged Business Enterprises (DBEs).

Amtrak agrees that in the awarding of contracts for the performance of the Project that Amtrak will abide by the requirements of Amtrak's DBE program, as approved by the Federal Railroad Administration.

18. Audit.

Each Party, to the extent applicable, shall maintain for a minimum of three years after completion of the Project adequate books, records and supporting documentation related to the performance of the Project and any associated expenditures, which shall be available for review and audit by each Party and/or their internal or external auditors, and each Party shall cooperate fully with any audit and provide full access to all relevant materials.

19. Default.

In the event that any Party hereto shall fail to perform its obligations in accordance with the terms of this Memorandum, and such failure shall continue uncured for ten (10) business days following written notice to the defaulting party, any Party hereto may elect to declare an event of default and may pursue any of the following as its sole and exclusive remedies:

i) Effective upon thirty (30) days' notice to each of the other Parties, withdraw from participation in this Memorandum, in which event the withdrawing Party, in which event the withdrawing Party's obligations shall cease and desist as of the date of withdrawal; or

ii) Seek an injunction, declaratory judgment or other court order requiring the defaulting Party to perform its obligations as required by this Memorandum.

20. Multiple Counterparts.

Widen Platforms 6/8 and 10/12 and Add Direct Access (ADA) to Street Level	1,344,000	Widen currently congested platforms to better accommodate Metra commuter trains that are often at capacity during peak travel periods. Widening these platforms would also provide an opportunity to introduce direct vertical access, such as stairs, escalators, and ADA-compliant elevators, between platform and street level.
Add Platform 2/4 Direct Access (ADA) to Jackson Street	140,000	Create direct platform access to Jackson Street to enhance safety and accessibility for Metra commuter passengers by allowing an alternative to entering and exiting the station through the heavily used and congested Concourse, including installation of an ADA-compliant elevator.
Add Platform 1/3 Direct Access (ADA) to Madison Street	140,000	Create direct platform access to Madison Street to enhance safety and accessibility for Metra commuter passengers by allowing an alternative to entering and exiting the station through the heavily used and congested Concourse, including installation of an ADA-compliant elevator.
1,624,000		
Various switch, signal, and interlocking improvements are needed on both the south and north approach tracks to the station to enhance operational flexibility and increase capacity for train movements.		
Pedestrian Passageway Tunnel and Street Access to Ogilvie Transportation Center	1,036,000	Create a below-grade, weather protected pedestrian passageway connecting the CUS Concourse with the Ogilvie Transportation Center. This improvement will repurpose an existing unused corridor adjacent to Track 1, and require creating access points to street level at Madison Street, as well as an intermediate point such as Monroe Street.
Pedestrian Passageway Tunnel to CTA Clinton Blue Line Station	280,000	Create a below-grade, weather protected pedestrian passageway connecting the CUS Concourse with the CTA Clinton Blue Line Station at the intersection of Clinton Street and Congress Parkway. This passageway would likely be created by extending and enhancing an existing pedestrian passageway adjacent to Track 2, under Canal Street.
Additional Station Improvement		
Innovation and Expansion of Station Retail	100,000	Retail spaces on the Concourse and Mezzanine levels will be evaluated and modified as a part of the improvements listed above to further enhance the customer experience at CUS. This project is limited to conceptual design, and intended to work closely with the concurrently advancing CUS Master Development Plan, which will explore retail development opportunities as part of its scope.
Convert Mail Platform to Accessible Passenger Platform	100,000	Convert the existing Mail Platform adjacent to Track 30 to an accessible ADA-compliant passenger platform for equipment that is 48 inches a top-of-rail to increase track and platform capacity in the near-term. This project is separate from the long-term Mail Platform proposal for HSR service recommended in the CUS Master Plan.
Train Shed Ventilation Improvements	200,000	Amtrak is currently undertaking a study of the fire emergency and platform ventilation system in the north and south train sheds of CUS Phase 1A work will examine the results of this study and advance the recommended concept through preliminary engineering. This work will also consider ventilation options as part of the ongoing Canal Street Viaduct Reconstruction Project.
Total: Grand Total:		