

2/9/2009

12-R-09

A RESOLUTION

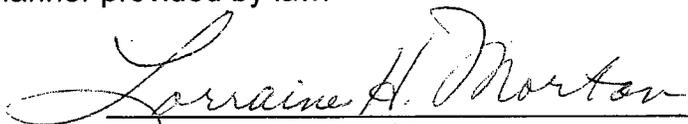
**Authorizing the Interim City Manager to Execute the
City of Evanston – Northwestern University Letter Agreement
for Road Salt (Sodium Chloride) Procurement
and Administration**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON,
COOK COUNTY, ILLINOIS:

SECTION 1: That the Interim City Manager is hereby authorized and directed to sign on behalf of the City of Evanston, the City of Evanston – Northwestern University Letter Agreement for Road Salt (Sodium Chloride) Procurement and Administration. Said Letter Agreement shall be in substantial conformity with the Letter Agreement marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: That the Interim City Manager is hereby authorized and directed to negotiate any additional terms and conditions of the Letter Agreement as may be determined to be in the best interests of the City.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.


Lorraine H. Morton, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: March 9, 2009

EXHIBIT A

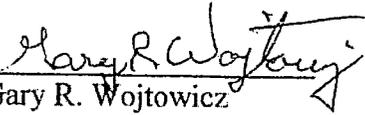
**City of Evanston – Northwestern University Letter Agreement for
Road Salt (Sodium Chloride) Procurement
and Administration**

City of Evanston – Northwestern University
Letter Agreement for Road Salt (Sodium Chloride) Procurement

Northwestern University (hereinafter referred to as “NU”) has been procuring road salt from the City of Evanston (hereinafter referred to as “City”) for many years for the purpose of deicing Evanston Campus roads, walks and parking lots. The City has historically taken into consideration NU’s salt requirements when determining the amount of salt to purchase each year. This letter agreement (the “Agreement”) formalizes the long-standing arrangement for salt procurement between the City and NU.

1. Ordering: The City is solely responsible for ordering all salt with its awarded supplier.
2. Record-Keeping: The City will maintain records of all transactions between the City and NU.
3. Salt Pick up: NU shall pick up salt at the City’s salt dome location at 2020 Asbury Avenue, Evanston, IL, or any future location where the salt may be stored. NU must provide the City 12-hour advance notice prior to picking up the salt. The City’s loader operator stationed at the dome will load the NU salt hopper. If no operator is on site, NU must contact the Streets & Sanitation Offices for loading.
4. Pricing: The salt price under this Agreement is at the City’s purchase price of the salt plus a 10% administration and handling fee that covers expenses related to loading, record keeping, procurement, etc. No cost is transferred for the storage of the salt. NU will pay a one-time lump sum of \$93,000 to the City representing NU’s proportional share for renewal of existing storage facility including recently completed repairs, or replacement of same.
5. Amount: NU is authorized to purchase up to 700 tons of road salt per year for the term of this Agreement. Upon agreement of the City, NU has the option to request and purchase additional road salt from the City at price established in Paragraph (4).
6. Indemnity: NU hereby assumes liability for and agrees to protect, hold harmless and indemnify the City and its elected officials, assigns, officers, directors, employees, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings, costs, expenses and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the City, its successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of NU’s purchase or pick-up of the road salt, except for injuries to persons or property arising out of the negligence or willful misconduct of the City.
7. Term: The term of this Agreement is retroactive from November 15, 2008 to April 15, 2019, with both parties agreeing to review the administrative fee established in Paragraph (4) after April 15, 2014.

8. Termination: This Agreement cannot be terminated without cause by either party during the stated term of the Agreement. A party can only terminate the Agreement upon 30 days written notice if the other party is in breach of the Agreement. Should the City violate the terms of the Agreement or terminate the Agreement prior to its expiration, it will re-pay NU a portion of the \$93,000 construction cost referenced in paragraph 4. The re-payment amount would be a proportional share based on the year in which the contract is terminated.



Gary R. Wojtowicz
Director, Facilities Management
Northwestern University

City Manager
City of Evanston

2/06/09
Date

Date