

48-R-18

A RESOLUTION

Authorizing the City Manager to Sign a Memorandum of Understanding with the Chicago Transit Authority for the Modernization of the Chicago Transit Authority Purple Line in the City of Evanston

WHEREAS, the City of Evanston ("City") is dedicated to providing improved healthy-active transportation connections and transit services throughout the City through new development proposals and partnership agreements; and

WHEREAS, the Chicago Transit Authority ("CTA") seeks to improve its transit service in the City by modernizing the CTA Purple Line, which runs from Howard Street to Isabella Street in the City, through the CTA Red and Purple Line Modernization Program ("RPM") Future Phases Project; and

WHEREAS, the CTA and City seek to collaborate with one another in moving forward the RPM Future Phases Project through sharing of information and financial resources along with the ongoing support for joint applications to secure funding for the RPM Future Phases Project; and

WHEREAS, the City and CTA seek to memorialization in writing the proposed partnership to provide both parties with guidance regarding information sharing, securing of financial resources, ongoing mutual and joint support of grant applications, and any other related issues in furtherance of the RPM Future Phases Project; and

WHEREAS, the CTA and City, in furtherance of such mutual goals, seek to enter into a Memorandum of Understanding (“MOU”) with respect to the planning activities associated with the RPM Future Phases Project within the City,

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

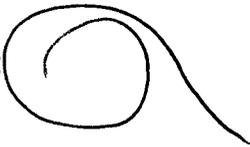
SECTION 1: The foregoing recitals are incorporated herein by reference as though fully restated.

SECTION 2: The City Manager is hereby authorized to sign the Memorandum of Understanding between the City and the CTA, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3: The City Manager is hereby authorized and directed to negotiate any additional conditions of the MOU as he may determine to be in the best interests of the City.

SECTION 4: Resolution 48-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Attest:



Devon Reid, City Clerk

Adopted: July 9th, 2018


Stephen H. Hagerty, Mayor

Approved as to form:

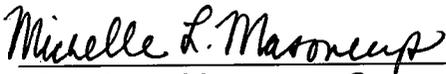

Michelle L. Masoncup, Corporation Counsel

EXHIBIT A

**Memorandum of Understanding Between the City of Evanston
and the Chicago Transit Authority**



**INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF EVANSTON AND THE CHICAGO TRANSIT AUTHORITY**

This INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING ("MOU") is entered into between the City of Evanston ("City"), a municipal corporation whose main address is 2100 Ridge Avenue, Evanston, IL 60201, and the Chicago Transit Authority ("CTA"), a municipal corporation whose address is 567 West Lake Street, Chicago, IL 60661. The City and CTA shall be collectively referred to as the "Parties".

RECITALS:

1. The City is dedicated to providing improved healthy-active transportation connections and transit services throughout the City through new development proposals and partnership agreements.
2. The CTA seeks to improve its transit service in the City by modernizing the CTA Purple Line, which runs from Howard Street to Isabella Street in the City, through the CTA Red and Purple Line Modernization Program ("RPM"), a program to modernize the CTA Red and Purple Line stations and infrastructure from Belmont Station in the City of Chicago to Linden Station in Wilmette (the "RPM Program").
3. A portion of the RPM Program, Red Purple Modernization Phase One, is fully funded and underway in the Federal Transit Administration's Capital Investments Grant ("CIG") program.
4. The Parties desire to develop a long range strategy for a project which would include those portions of the RPM Program not included in Red Purple Modernization Phase One, including the portions of the Purple Line located in the City ("RPM Future Phases Project").
5. The Parties seek to collaborate with one another in moving forward the RPM Future Phases Project through sharing of information and financial resources along with the ongoing support for joint applications to secure funding for the RPM Future Phases Project.
6. This MOU outlines the planning partnership between the City and the CTA in furtherance of the RPM Future Phases Project. The memorialization in writing of this partnership will serve to provide the Parties with guidance as to information sharing, securing of financial resources, ongoing mutual and joint support of grant applications, and any other related issues in furtherance of the RPM Future Phases Project.
7. The Parties have agreed to enter into this MOU with respect to the planning activities associated with the portion of the RPM Future Phases Project within the City.
8. The Parties are separate and independent municipal corporations, authorized to enter into this MOU pursuant to the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
9. The Parties, in furtherance of such mutual goals, seek to enter into this MOU with respect to the planning activities associated with the RPM Future Phases Project within the City.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated in and made a part of this MOU as if fully set forth below, the mutual agreement of the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. GRANTS AND FUNDING.

- a. The City will support the CTA in the development and submission of regional, state and federal grant applications to secure funding for the RPM Future Phases Project. This support will include but is not limited to the preparation of materials to further the RPM Future Phases Project Development and Engineering under the CIG program.
- b. The following are current efforts the City has undertaken to support the CTA in securing funding for the RPM Future Phases Project. Such efforts will not limit or prohibit the City from supporting CTA in other opportunities to secure funding pursuant to subsection (a) above.
 - i. The City supported the CTA in the submission of a Unified Work Program ("UWP") grant application for the RPM Future Phases Project in January 2017. Such support included the provision of data, staff time, and the required local match of up to one million dollars ("\$1,000,000.00"). As further described in subsection (c) below, the City may designate funds from Tax Increment Finance ("TIF") funds to provide the required local match to CTA.
 - ii. The City will also support the CTA in the submission of a Congestion Mitigation and Air Quality ("CMAQ") grant application for the RPM Future Phases Project. The City's support will include the provision of data, staff time, and the required local match funding, which will be determined at a later time through the planning process between the Parties. It is the intention of the Parties to enter into a future MOU following the potential awarding of a CMAQ grant for the RPM Future Phases Project. This future MOU shall include considerations for support of a Full Funding Grant Agreement under the CIG program for the RPM Future Phases Project in future years.
- c. The City may designate up to \$1,000,000.00 in funds from the Washington National Tax Increment Finance District (the "Washington National TIF") to provide the required local match to CTA for the UWP grant and future grant awards for the RPM Future Phases Project within the City. The City represents it is authorized to do so under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. and shall pay such funds upon approval by the City Council to CTA upon the full execution of this MOU. The funds will be used exclusively to fund planning work associated with the RPM Future Phases Project which will benefit the Washington National Redevelopment Area and the City as a whole through expanding capacity, modernizing infrastructure and adding full accessibility to the Purple Line in the City. The CTA acknowledges that the Washington National TIF funding utilized for the RPM Future Phases Project shall be utilized only to fund: (a) planning work affiliated with the CTA Purple Line within the City and (b) work affiliated with the Davis Street Train Station. The City acknowledges that the RPM Future Phases Project includes work both within the City and outside of the City, and that City funding shall be utilized to fund (a) the full costs of any planning work for project segments that are based wholly within the City; and (b) a pro rata share of any planning work that is not associated with any specific geographic area, but contributes to the overall planning effort for the RPM Future Phases Program. This share shall be based on the percentage of the RPM Future Phases Project that is located wholly within the City as a geographic distribution, as measured in linear feet.
- d. The CTA will maintain project records that account for the expenditures of Washington National TIF funding, and will provide the City with quarterly reports of such expenditures. Consultant costs will be segregated by funding source within each invoice, reflecting the terms identified in item 1(c) above. Other administrative costs,

including CTA staff time, will be tracked and billed on a monthly basis, based on the requirements of item 1(c) above.

2. SCOPE. The CTA shall seek approval from the City as to the scope of planning work to be performed by CTA staff and its consultants prior to beginning work on the RPM Future Phases Project within the City to allow the City to ensure the proposed scope of work is compatible with the requirements of the Washington National TIF.
3. COMMUNITY ENGAGEMENT AND SUPPORT.
 - a. The City and CTA will work in partnership to establish a robust community engagement process throughout the RPM Future Phases Project planning and construction phases that will include presentations at neighborhood and ward meetings, discussions at the Transportation & Parking Committee and other City Council meetings, use of online and social media platforms, and the utilization of other creative outlets.
 - b. The City and CTA will work with local resources such as the Equity and Empowerment Commission and the Age Friendly Evanston Task Force to strive towards developing a fully accessible and equitable RPM Future Phases Project engagement process that considers the perspectives, needs, and abilities of all Evanston community members, regardless of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, source of income or physical or mental disabilities.
4. TERM OF THE MOU. This MOU shall commence upon its date of execution and shall expire when all of the allocated Washington National TIF Funding has been fully spent towards the RPM Future Phases Project and accounted for by CTA.
5. PROGRESS MONITORING. The City and CTA shall meet once the UWP Grant is made available to CTA and thereafter, not less than twice each year, to discuss progress on the planning work for the RPM Future Phases Project. Between meetings, if issues need to be addressed, the CTA and City staff will contact each other directly.
6. Access to Resources
 - a. The City staff will have full access to RPM Future Phases Project data and other resources, including specialized staff based at CTA (for advanced mapping, data, outreach, communications, or topic-specific expertise). The City's access to and utilization of such data and resources are subject to Sections 7(a) and (d) of this MOU, as well as applicable CTA policies and/or requirements pertaining to confidentiality and security.
 - b. The City will provide the CTA with access to relevant staff that will need to be involved with the RPM Future Phases Project and will ensure City staff allocate appropriate time. The City will be responsible for City staff provided to CTA for the RPM Future Phases Project in accordance with Sections 7(a) and (d) of this MOU.
 - c. The City will provide the CTA with access to all relevant internal data, reports, and other information. CTA's access to and utilization of such information are subject to Sections 7(a) and (d) of this MOU, as well as applicable City confidentiality and security policies and/or requirements.
 - d. The City leadership (key staff, board members, other elected officials, other decision-makers) will commit to participate in the RPM Future Phases Project and allocate sufficient time at relevant meetings to ensure and complete a successful RPM Future Phases Project.
7. MISCELLANEOUS:
 - a. Third Party Beneficiaries; No Effect on Other Rights of the Parties. This MOU is not

intended to and in no way confers any rights of access or use by the Parties, or any other third party, to either Party's property except as specifically described herein. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Local Governmental and Governmental Employees Tort Immunity Act. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

- b. Attorneys' Fees, Jurisdiction for Disputes, and Governing Law. Should a party incur costs, charges and expenses, including court costs and attorneys' fees, to enforce rights or obligations under this MOU, then such costs, charges, and expenses shall be recoverable from the other party. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules. In the event of a dispute hereunder, the Parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, Cook County, Illinois.
- c. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication, by facsimile together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

If to the CTA: Chicago Transit Authority
Attn: President
567 West Lake Street
Chicago, Illinois 60661

With a copy to: Chicago Transit Authority
Attn: General Counsel
567 West Lake Street
Chicago, Illinois 60661

If to the City: City of Evanston
Attn: City Manager
2100 Ridge Avenue
Evanston, Illinois 60201

With a copy to: City of Evanston Law Department
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

- d. Indemnification. The Parties agree to indemnify and hold each other harmless from, for, and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees (excluding punitive damages), arising from or in connection with the Parties' respective work on the RPM Future Phases Project and their obligations under this MOU.
- e. Reports. Each party will maintain separate complete, accurate and detailed books,

reports, fiscal records and supporting documents necessary to monitor the performance and results of the Project and grant funds awarded for the Project. All such records and other related documents must be made available at reasonable times for inspection, copying, audit and examination by authorized representatives of the Parties, grantors or independent auditors. The Parties also agree to comply with all applicable federal and state audit requirements.

- f. Entire Agreement. This MOU constitutes the entire agreement between the Parties pertaining to the subject matter in this MOU, and it supersedes all prior and contemporaneous agreements and understandings, whether oral or written, of the Parties.
- g. Counterparts. This MOU may be executed in any one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one RPM Future Phases Project Agreement.
- h. Severability. If any provision of this MOU or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this MOU that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this MOU is severable.
- i. Amendment. Any amendment to this MOU must be in writing and approved by the Parties.
- j. Governing Law. This MOU shall be interpreted, construed and governed in accordance with the City Code and the laws of the State of Illinois.
- k. Binding Obligation. This MOU has been carefully and fully read by the Parties, who understand its contents and are satisfied with the MOU herein mentioned and the same shall be binding upon and inure to the benefit of the Parties' agents, officers, directors, shareholders, and employees respectively. The Parties agree that this MOU is acceptable to each of them, and that this writing will not be construed against any party, and that any claim under the doctrine of *contra proferentum* is expressly waived.
- l. Effectiveness. This MOU will be deemed effective upon approval of the City Council as of the date of the last signature below.
- m. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same.

IN WITNESS WHEREOF, the Parties agree to the above terms and have executed this Memorandum of Understanding as the last date written below:

CHICAGO TRANSIT AUTHORITY
An Illinois municipal corporation

CITY OF EVANSTON
An Illinois municipal corporation

Terry Peterson
Chairman, Chicago Transit Authority Board

Wally Bobkiewicz
City Manager

Dated: _____

Dated: _____

