
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2020-020**

**AN ORDINANCE OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS APPROVING AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
REGIONAL TRANSPORTATION AUTHORITY AND THE CITY OF
BLUE ISLAND REGARDING USE OF FUNDS FROM A
CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT
GRANT FOR IMPROVEMENTS TO IRVING AVENUE**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**DEXTER JOHNSON
FRED BILOTTO
NANCY RITA
TOM HAWLEY
MICHAEL MECH
CANDACE CARR
JAMES KLINKER**

**ANNETTE ALEXANDER
WILLIAM CAZARES
KEVIN DONAHUE
BILL FAHRENWALD
JOHNNY RINGO HILL
RAEANN CANTELO-ZYLMAN
ALLAN STEVO**

Aldermen

ORDINANCE NUMBER 2020-020

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS
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WHEREAS, the City of Blue Island and the Regional Transportation Authority, named in the Intergovernmental Agreement attached hereto as Exhibit "A" are public agencies within the meaning of the Intergovernmental Cooperation Act, as set forth in 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to enter into intergovernmental agreements pertaining to intergovernmental activities; and

WHEREAS, the City has determined it is in the best interests of the public health, safety and welfare of its citizens to enter into an Intergovernmental Agreement with the Regional Transportation Authority regarding use of funds from a Congestion Mitigation and Air Quality Improvement Grant (CMAQ) for sidewalk construction, installation of bike lanes, parkway beautification and reconfiguration and reconstruction of portions of Irving Avenue, all as more fully described in Exhibit "A" attached hereto; and

WHEREAS, the parties have determined that it is reasonable, necessary and in the public interest and welfare to work cooperatively to facilitate participation in the program in order to effectuate the construction of the improvements to Irving Avenue; and

WHEREAS, the parties have decided to delineate their duties and responsibilities concerning participation in the program regarding the construction of the improvements to Irving Avenue;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

SECTION TWO: The Intergovernmental Agreement attached hereto as Exhibit "A" is hereby approved and the Mayor, or his designee, is authorized and directed to execute said Intergovernmental Agreement in substantially the form attached hereto and any and all documentation that may be necessary to carry out the intent of the Intergovernmental Agreement.

SECTION THREE: All policies, resolutions and ordinances of the City of Blue Island which conflict with this ordinance shall be, and they are hereby, repealed.

SECTION FOUR: This ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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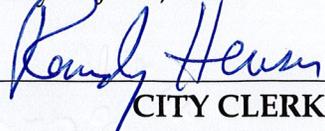
ADOPTED this 9th day of June, 2020, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman ALEXANDER	X				
Alderman BILOTTO	X				
Alderman CAZARES	X				
Alderman RITA		X			
Alderman DONAHUE		X			
Alderman HAWLEY	X				
Alderman FAHRENWALD	X				
Alderman MECH			X		
Alderman HILL	X				
Alderman CANTELO-ZYLMAN	X				
Alderman CARR	X				
Alderman STEVO		X			
Alderman KLINKER	X				
Mayor DOMINGO F. VARGAS					
	10	3	1		

APPROVED: this 9th day of June, 2020.

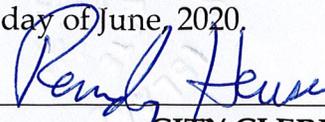
**MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this
9th day of June, 2020.



CITY CLERK

PUBLISHED in pamphlet form this
9th day of June, 2020.



CITY CLERK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE

I, RANDY HEUSER, certify that I am the duly elected and acting Municipal Clerk of the City of Blue Island of Cook County, Illinois.

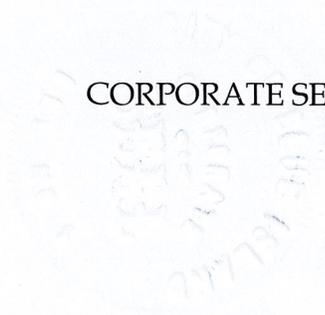
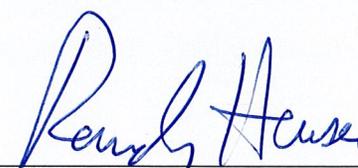
I further certify that on **June 9, 2020** the Corporate Authorities of such municipality passed and approved Ordinance No. **2020 - 020** Entitled:
AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY AND THE CITY OF BLUE ISLAND REGARDING USE OF FUNDS FROM A CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT GRANT FOR IMPROVEMENTS TO IRVING AVENUE.

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **2020 - 020** including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance posted in the municipal building commencing on **June 9, 2020** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this **9th** day of **June, 2020**.

CORPORATE SEAL

CITY CLERK

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY
AND THE CITY OF BLUE ISLAND REGARDING USE OF FUNDS FROM
A CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT
GRANT FOR IMPROVEMENTS TO IRVING AVENUE**

To: Mark Miller Date: 12/11/19
From: Erik Alvarez
Subject: IGA for Irving Ave Reconstruction Project No. 18-R0870.01

The following is a summary of the IGA as proposed by the RTA on December 9, 2019:

- The RTA will pay the local match for construction and engineering phases 2 and 3. This amounts to \$ 93,800 savings, in addition to the CMAQ funding which will cover the other 80% of the project construction and engineering cost.
- Blue Island is responsible for any costs incurred on the project over \$ 469,500. However, there is a 20% contingency built into this estimate, which makes it likely that there will be no cost to the City for construction or engineering phases 2 and 3.
- This project is likely to require that right-of-way and temporary easements be purchased from adjacent property owners as all evidence found to date indicates the roadway and property lines are out of alignment. The City will be responsible for right-of-way costs.
- The agreement locks in the project scope. Any changes need to be agreed to with the RTA. The scope is:

- Constructing a sidewalk and providing pedestrian connections on Irving Avenue, between New Street and Vermont Street.
- Provide on-street bike lanes along Irving Avenue to connect to the Cal Sag Regional Trail.
- Reconfiguration and reconstruction of Irving Avenue between New Street and Vermont Street for one-way northbound traffic.
- Parkway beautification of Irving Avenue between New Street and York Street.

- The agreement terminates on December 31, 2024. As this project involves federal funding, railroad involvement and right-of-way acquisition, close monitoring of the project schedule and communication of progress with the RTA will be required to ensure that funding is available throughout the duration of the project.

I recommend that this agreement be passed along to the Community Development Committee and City Attorney for review, and execution by City Council should the agreement be found acceptable.

Please don't hesitate to contact me with any question.

Erik Alvarez
ervalvarez@reltd.com
708-225-8217

INTERGOVERNMENTAL AGREEMENT
between
THE REGIONAL TRANSPORTATION AUTHORITY
and

The City of Blue Island, Illinois

Contract No.: A2T-2019-02

This Intergovernmental Agreement (the "Agreement") is entered into by and between the Regional Transportation Authority (the "RTA"), a municipal corporation created under the laws of the State of Illinois, and the City of Blue Island, Illinois (the "City"), a municipal corporation created under the laws of the State of Illinois (the RTA and the City of Blue Island are each referred to herein individually as a "Party" and collectively as the "Parties").

Pursuant to Article VII, §10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, as amended, (5 ILCS 220/1 *et seq.*), the RTA and the City enter into this Agreement.

Section 1. NATURE AND PURPOSE OF AGREEMENT

The Parties to this Agreement desire to ensure completion of this Project, which consists of the following improvements adjacent to the Vermont Street Metra station:

- Constructing a sidewalk and providing pedestrian connections on Irving Avenue, between New Street and Vermont Street.
- Provide on-street bike lanes along Irving Avenue to connect to the Cal Sag Regional Trail.
- Reconfiguration and reconstruction of Irving Avenue between New Street and Vermont Street for one-way northbound traffic.
- Parkway beautification of Irving Avenue between New Street and York Street.

The RTA and the City each has the statutory authority to sponsor or participate in the Project and to enter into this Agreement. It is the purpose of this Agreement to set forth the respective understandings, covenants and obligations of the Parties with respect to the Project.

Section 2. FUNDING THE PROJECT

- a. The RTA has secured Congestion Mitigation and Air Quality Improvement (CMAQ) grant funding from the U.S. Department of Transportation in order to complete the Project. A local match is required as a condition of the grant.
- b. The RTA will provide an amount not to exceed \$93,800.00, which represents 20% of the total Project.
- c. The City is responsible for 100% of an overage should the total project costs exceed \$469,000.00 as a result of a project amendment.

Section 3. PAYMENT CONDITIONS AND PROCEDURES

- a. Allowable costs shall be necessary in order to accomplish the Project.
- b. Allowable costs shall be reasonable in amount for the goods or services purchased.
- c. Allowable costs shall be actual net costs to the City (i.e., the price paid minus any refunds, rebates, or other items of value received by the City which have the effect of reducing the cost actually incurred).
- d. Allowable costs shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement).
- e. To the extent applicable, allowable costs shall be in conformance with the standards for allowability of costs established by the Illinois Department of Transportation ("IDOT"). State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.
- f. Allowable costs shall be satisfactorily documented.
- g. Allowable costs shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the City for its contractors.
- h. Allowable costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. If it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.

i. In order to receive payments, the City shall execute and timely submit to the RTA a requisition for approval by the RTA.

j. Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the City is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the City up to the maximum amount of the RTA Agreement. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the City.

Section 4. GENERAL TERMS AND CONDITIONS

a. Amendment.

The Parties agree that no change or modification of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by all Parties, and attached to and made a part of this Agreement. Any amendment to the scope of work or project location must be submitted in writing to the RTA and accepted by the RTA prior to seeking an amendment by the CMAQ Selection Committee.

b. Indemnification.

The City will indemnify, defend and hold harmless the RTA, its officials, agents and employees against any and all liabilities, losses, damages, claims, injuries, deaths, suits, costs, payments and expenses of every kind and nature, including reasonable attorneys' fees and disbursements, as a result of claims, demands, actions, suits, proceedings, judgments or settlements, that result from or arise out of any acts or omissions to act by the City, its corporate authorities, employees, agents and assigns in the performance of this Agreement. The City will appear and defend all suits brought upon all such claims, demands, actions and proceedings and shall pay all costs and expenses incidental thereto, but the RTA will have the right, at its sole option and expense, to participate in the defense of any suit, without relieving the City of any of its obligations hereunder. The indemnification obligation contained in this paragraph will survive termination or expiration of this Agreement.

c. Confidentiality.

Any documents, data, records or other information given to or prepared by the Parties pursuant to this Agreement shall be maintained in a confidential manner and shall not be made available to any individual or organization (other than the RTA or the City) without prior written approval by the RTA, except to the extent required by law.

d. Documents Forming this Agreement.

The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in this Agreement.

e. Warranties and Representations.

In connection with the execution of this Agreement, the City and the RTA each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

f. Non-liability of Public Officials.

No official, employee or agent of the RTA or the City will be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of the City's or the RTA's execution or attempted execution or because of any breach hereof.

g. Counterparts.

This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the parties hereto and, once executed, will be deemed an original having identical legal effect.

h. Severability.

If any provisions of this Agreement 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 in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances will not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

i. Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context will otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

j. Cooperation.

The City and the RTA agree at all times to cooperate fully with one another in the implementation of this Agreement.

k. Assignment.

Neither the RTA nor the City will assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent will void the attempted assignment, delegation or transfer and will render it of no effect.

l. Force Majeure.

Neither the RTA nor the City will be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

m. Governing Law.

The Parties agree that, notwithstanding conflict of law principles, disputes which arise as a result of this Agreement will be heard in an Illinois court of competent jurisdiction and that Illinois law will be applied.

n. Third Parties.

Nothing in this Agreement is intended to create rights in any parties other than the RTA and the City.

o. Appropriation.

If the term of this Agreement extends beyond the current fiscal year of the RTA (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the RTA's Board of Directors for each subsequent year. If the RTA fails to make such an appropriation, the RTA may terminate this Agreement with no further funds due and owing the City.

p. Audit and Document Retention.

Each party, to the extent applicable, shall maintain for a minimum of three years after completion of this Agreement, adequate books, records and supporting documents related to the Agreement and any associated expenditures; the Agreement shall be available for review and audit by each party, their internal or external auditors and/or the Auditor General of the State of Illinois; and each party shall cooperate fully with any audit and provide full access to all relevant materials.

q. Notices.

All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid) addressed as follows:

- (a) in the case of the RTA:
175 West Jackson Boulevard
Suite 1550
Chicago, Illinois 60604
Attention: Leanne P. Redden

- (b) in the case of the City:
City Blue Island
13051 Greenwood Avenue
Blue Island, IL 60406
Attention: Mark Miller ~ Supervisor of Special Projects

or to such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices sent via electronic mail shall be deemed received as of the date an acknowledgment of receipt, via electronic mail reply, is sent by the original recipient to the original sender. All hard copy notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

Section 5. TERM/TERMINATION

a. Term.

This Agreement will commence as of the date of final execution by both parties and will continue until December 31, 2024. This Agreement may be extended at the sole discretion of the RTA, by advance written notice to the City.

b. Termination.

This Agreement may be terminated by either the RTA or the City upon ninety (90) days written notice sent to the other party in accordance with this Section 4 herein.

IN WITNESS WHEREOF, the Regional Transportation Authority and the City have caused this Agreement to be executed, as of the last date of execution set forth below, by their duly authorized officers.

CITY OF BLUE ISLAND

REGIONAL TRANSPORTATION AUTHORITY

By: _____

By: _____

Name: DOMINGO F. VARGAS

Name: LEANNE P. REDDEN

Title: MAYOR

Title: EXECUTIVE DIRECTOR

Date: _____

Date: _____