



Regional Transportation Authority

175 West Jackson Blvd.
Suite 1650
Chicago, Illinois 60604
312-913-3200
rtachicago.org

Board Agenda

Board of Directors

Thursday, November 21, 2019

LOCATION CHANGE - CMAP Board Room,
Suite 800, 233 S. Wacker Drive, Chicago, Illinois

following Committee meeting(s)

1. Call to Order/Pledge of Allegiance

2. Roll Call

3. Approval of Minutes

3.a. From the meeting held on October 17, 2019

3.b. Report on Docket Review from meeting held on October 17, 2019

4. Public Comment

5. Executive Director's Report

6. Information Item(s)

6.a. Update on activities of the RTA Transit Access Citizens' Advisory Board

Description: This item is for information only. RTACAB Chairman Greg Polman will provide an update from the RTACAB meeting on October 7, 2019.

7. Consent Items

7.a. Resolutions certifying financial results - Third Quarter 2019

Description: These resolutions certify the operating financial results of each Service Board and the region as a whole, through the third quarter of 2019, are substantially in accordance with budget.

8. Contracts/Expenditures

8.a. Ordinance authorizing an Intergovernmental Agreement between the Regional Transportation Authority and Pace

Description: This ordinance authorizes an agreement to memorialize the intent to cooperate and establish two first-mile, last-mile pilot projects for late-night, shared mobility centered at the Harvey Transportation Center and the O'Hare South Cargo area using the services of a third-party vendor(s).

8.b. Ordinance authorizing a contract for Microsoft Premier Support

Description:

The proposed ordinance authorizes a contract with Microsoft Corporation for Premier Support services for 12-months with four 1-year optional renewal periods, at a total not-to-exceed amount for the 5-years of \$550,000.

8.c. Travel Expense Reimbursements

9. New Business

ADJOURNMENT

**MINUTES OF THE PUBLIC MEETING OF THE BOARD OF DIRECTORS
OF THE REGIONAL TRANSPORTATION AUTHORITY**

The Board of Directors of the Regional Transportation Authority met in public session on Thursday, October 17, 2019 in Suite 1650, 175 West Jackson Blvd., Chicago, Illinois pursuant to notice.

Chairman Dillard called the meeting to order at 8:50 a.m. The Pledge of Allegiance followed.

ROLL CALL

Board members present (15): Andalcio, Carey, Coulson, Frega, Fuentes, Groven, Higgins, Holt, Lewis, Melvin, Pang, Ross, Sager, Troiani, Chairman Dillard

Board members absent (1): Kotel

Approval of minutes from the meeting held on September 12, 2019

Director Andalcio moved, and Director Higgins seconded that the minutes from the meeting held on September 12, 2019 be approved as submitted. The motion carried on the following roll call vote:

15 Ayes: Andalcio, Carey, Coulson, Frega, Fuentes, Groven, Higgins, Holt, Lewis, Melvin, Pang, Ross, Sager, Troiani, Chairman Dillard

1 Absent: Kotel

Public Comment

There was no public comment speakers at this meeting.

Executive Director's Report

Ms. Leanne Redden began by reporting that through the end of September the State owes the RTA \$227.3 million of ASA, AFA, and PTF. The State is 8 months behind on ASA, 15 months behind on AFA and the equivalent of 2.7 months behind on PTF. The year-to-date cost of short-term debt is \$4.3 million.

Ms. Redden then reported that the Illinois General Assembly remains out of session since the May adjournment date. Both chambers are scheduled to reconvene during the last week of October as well as the second week of November for the legislature's fall Veto Session; and the U.S. Congress reconvened after a 2 week break on earlier in the week.

Ms. Redden then explained that due to the RTA office renovation it will be necessary to change the location for the Board and Committee meetings. CMAP has generously offered the RTA a meeting space until May of 2020. Due to Willis Tower's security requirements, meetings will be begin at 9am to allow all guests additional time to check-in at the security counter when they arrive.

Like last year, the RTA will be incorporating the Finance Committee meeting with its annual Public Hearing. The committee will be live streamed at locations in each of the region's counties, as well as South and North Cook County, as required by statute. This will allow interested individuals to watch each Service Board's and the RTA's budget presentation and observe follow-up questions posed by the Board.

Consent Agenda Items

Director Troiani moved, and Director Melvin seconded the adoption of the following ordinance as submitted on the Consent Agenda:

2019-53 Ordinance reappointing one non-employee Trustee, Samuel A. Sesto, to the RTA Pension Board of Trustees.

The motion carried on the following leave for last unanimous roll call vote:

15 Ayes: Andalcio, Carey, Coulson, Frega, Fuentes, Groven, Higgins, Holt, Lewis, Melvin, Pang, Ross, Sager, Troiani, Chairman Dillard

1 Absent: Kotel

Contracts/Expenditure Items

Prior to voting on the agenda items, Chairman Dillard asked Michael VanDeKreke, Director of Mobility Services to provide some information on the construction contract. Mr. VanDeKreke provided a presentation to the Board on an ordinance authorizing a contract with Barton Malow as the RTA's general contractor to renovate RTA headquarters. Mr. VanDeKreke discussed the history behind the decision to renovate headquarters, including the preparation that has been done to design the space to better meet staff needs related to morale and productivity and to prepare staff for the change through various change management strategies. Barton Malow was the lowest bidder at \$3,107,000 out of 9 bids from the Invitation for Bids (IFB). The DBE goal is 15% and Barton Malow presented a plan that meets that goal.

The RTA's renegotiated lease with 175 W. Jackson building management in 2016 provided a \$1.1 million office improvement credit and 5 months of rent abatements totaling \$674,000.00, so 60% of the cost of the renovation is paid for through building credits. The remaining cost is included in the approved 2019 budget. The Board Directors had a few questions related to this contract including the term limit of the lease, which is 10 years; the monthly cost of the 16th floor space once the RTA is able to sublet that space, which is \$34,500 per month and will pay for the RTA's cost of the renovation in 4-years; the useful life of the furnishings, in which the board was reminded that our current furniture was used beyond its useful life; and if there are any additional costs for renovations to the 16th floor once the 15th floor renovations are complete, in which staff responded that there are no plans to renovate the 16th floor and it will be sublet as-is.

Following the presentation, Director Ross moved, and Director Lewis seconded the adoption of the following ordinance, as well as the approval of Board travel expenditures as submitted:

2019-54 Ordinance authorizing a contract with the construction firm of Barton Malow for the renovation of RTA headquarters. The total contract value is \$3,107,000.

The motion carried on the following leave for last unanimous roll call vote:

15 Ayes: Andalcio, Carey, Coulson, Frega, Fuentes, Groven, Higgins, Holt, Lewis, Melvin, Pang, Ross, Sager, Troiani, Chairman Dillard

1 Absent: Kotel

Special Action

The two items covered under this section included revising meeting times and locations for 2019 and setting the 2020 meeting dates. Director Groven moved, and Director Andalcio seconded the adoption of the following resolutions as submitted.

2019-55 Resolution amending the 2019 RTA meeting times and locations.

2019-56 Resolution setting the 2020 RTA meeting dates, locations and time.

The motion carried on the following leave for last unanimous roll call vote:

15 Ayes: Andalcio, Carey, Coulson, Frega, Fuentes, Groven, Higgins, Holt, Lewis, Melvin, Pang, Ross, Sager, Troiani, Chairman Dillard

1 Absent: Kotel

Chairman Dillard stated that the next meeting of the RTA Board of Directors was scheduled for November 21, 2019 and will take place at the CMAP offices in the Willis Tower.

Executive Session

Chairman Dillard asked RTA General Counsel Nadine Lacombe to cite the exception for the closed session. Ms. Lacombe cited IOMA Section 2(c)(21) as the exception. Chairman Dillard then pointed that there was no action to come out of the Executive Session and recommended that the Board adjourn from there. Director Melvin moved, and Director Carey seconded that the meeting move into Executive Session and adjourn at its conclusion. The motion carried on the following leave for last unanimous roll call vote:

15 Ayes: Andalcio, Carey, Coulson, Frega, Fuentes, Groven, Higgins, Holt, Lewis, Melvin, Pang, Ross, Sager, Troiani, Chairman Dillard

1 Absent: Kotel

The public portion of the Board meeting concluded at 9:15 a.m.

AUDREY MACLENNAN
Secretary of the Authority

To: Board of Directors

From: Leanne P. Redden, Executive Director

Date: November 7, 2019

**Re: Update on the Activities of the RTA Transit Access Citizens
Advisory Board**



**Regional
Transportation
Authority**

175 W. Jackson Blvd,
Suite 1650
Chicago, IL 60604
312-913-3200
rtachicago.org

The purpose of the RTA Transit Access Citizens Advisory Board (RTACAB) is to obtain community input on the full spectrum of programs and services offered by the RTA. The RTACAB's bylaws require that its Chairman make quarterly reports to the RTA Board of Directors regarding the progress of the Committee's work. RTACAB Chairman Greg Polman will provide an update at the November 2019 Board meeting. This update will be for informational purposes only and will require no vote.

The RTACAB met on October 7, 2019. In addition to standing updates about activities related to Government Affairs, a number of topics were highlighted at the meetings, including:

Quarterly Performance Update

Mr. Peter Fahrenwald, Strategic and Corridor Planning, Division Manager, Customer Programs gave the Board an update on the region's Quarterly Performance Measures. He explained that by utilizing the goals laid out in *Invest in Transit*, staff were now able to deliver consistent and objective performance reviews of the region's transit system.

Mr. Fahrenwald also explained that the adoption of the Rebuild Illinois Capital Program, a much-needed infusion of capital funding will be coming into the system, definitely helps the Region in the short term, it isn't a permanent solution to the long-term capital funding needs.

5310 Program of Projects Update

Ms. Lorri Newsome, Director of Capital Programming, Local Planning & Program Management, presented an update on the current RTA's 5310 Call for Projects. As the "designated recipient" the RTA is responsible for overseeing the Section 5310 program in Northeastern Illinois and developing an annual Program of Projects (POP).

The Section 5310 program is the only available source of federal transit funds for projects designed to serve older adults and people with disabilities that go beyond the requirements of the Americans with Disabilities Act (ADA).

In March 2019, RTA released an open call for projects for the FFY 2018 and 2019 Section 5310 Program. Fourteen (14) project applications were received. The RTA in conjunction with a project selection team composed of staff from IDOT, CMAP reviewed all project applications for program eligibility. As a result of the review, eleven of the 14 projects submitted were recommended and approved for inclusion in the Section 5310 Program of Projects. \$9 million in federal funds will be available for awards through this process.

Briefing on Metropolitan Planning Council's Universal Mobility Study

Metropolitan Planning Council's Transportation Associate, Jeremy Glover, gave an update on a current on-going study regarding universal mobility. In order to ensure that all mobility options are available to people of all ages and abilities in the region, MPC is gathering an overview of existing mobility infrastructure and services. From there, the goal is to understand any potential "gaps" in the system that need to be addressed.

The study has produced 32 recommendations including improving "last mile" accessibility, upgrading the region's fixed-route system and eliminating structural funding inequities. MPC is planning a launch event in early December.

2019 RTACAB Meeting Dates

The RTACAB set its meeting dates for 2020. All meetings will take place in the RTA Board Room from 10:00 AM until 12:00 PM on February 3, April 6, June 29 and October 5. The February and April meetings are currently scheduled to be held at CMAP.

Prepared by: Government Affairs and Mobility Services Departments
LPR/CJS

To: Board of Directors
From: Leanne P. Redden, Executive Director



**Regional
Transportation
Authority**

Date: November 14, 2019

Re: Ordinance authorizing an Intergovernmental Agreement with Pace

175 W. Jackson Blvd,
Suite 1650
Chicago, IL 60604
312-913-3200
RTAChicago.org

Action Requested

The proposed ordinance authorizes the Executive Director to execute an Intergovernmental Agreement (IGA) with Pace Suburban Bus for the provision of two first-mile, last-mile demonstration projects for late-night, shared mobility centered at the Harvey Transportation Center and the O'Hare South Cargo area using the services of a third-party vendor(s).

Background

The 2018-2023 Regional Transit Strategic Plan, *Invest in Transit*, recommends conducting pilots and partnering with new mobility providers to close gaps in services. RTA initiated reverse-commute, last-mile pilots serving commercial properties in Oak Brook (2018) and Bannockburn (2019), which are active partnerships with local municipalities and property owners that use Lyft to provide connections with Metra. *Invest in Transit* also recommends strategies to improve access to opportunities in the region's Southland through better connections to suburban employment centers. Pace and RTA staff have developed scopes for late-night demonstration projects to provide overnight connecting service from transit stations to job locations for shift workers using shared mobility services. Pace has received partial funding through Cook County's "Invest in Cook" program that will fund half of the estimated expenses. Under the proposed IGA, RTA will provide funding for the remaining 50% of project costs.

Pilot Demonstration Projects

The demonstration projects will last up to one year and are intended to provide enhanced service coverage and to ensure the availability of basic overnight service. Pace will procure a shared mobility private partner to provide service that would extend the reach of existing 24-hour fixed-route transit service to areas which currently do not have late-night coverage. The Harvey Transportation Center is the southern terminus of 24-hour service on Pace Route 352, which connects to the CTA Red Line at 95th Street. The O'Hare South Cargo demonstration would connect the freight, mail and cargo operations at the airport with the 24-hour service on the CTA Blue Line at Rosemont.

The selected vendor(s) would provide a subsidized late-night on-demand shared mobility trips in each location.

Financial Impact

The total cost to the RTA, as reflected in the proposed IGA, is not-to-exceed \$125,000. Funding was approved as part of the RTA 2019 budget.

Prepared by: Planning, Capital Programming & Performance

LPR/JL/JHH/PF
Attachment

ORDINANCE NO.

WHEREAS, the Regional Transportation Authority (the “RTA” or “Authority”) has established *Invest in Transit*, The 2018-2023 Regional Transit Strategic Plan

WHEREAS, a goal of *Invest in Transit*, is “Stay Competitive” and partnering with new mobility providers to offer services that fill gaps in transit service is a strategy identified within that goal;

WHEREAS, *Invest In Transit* also recommends strategies to improve access to opportunities in the region’s Southland through better connections to suburban employment centers;

WHEREAS, Pace has developed two first-mile, last-mile transportation demonstration projects for late-night, shared mobility services centered from the Harvey Transportation Center and the O’Hare South Cargo area; and

WHEREAS, Pace has been awarded funds through Cook County’s “Invest in Cook” program to pay 50% of the implementation costs of the Harvey Transportation Center and the O’Hare South Cargo area demonstration projects.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY THAT:

1. The Executive Director of the Authority is hereby authorized to enter into an Intergovernmental Agreement with Pace Suburban Bus substantially in the form attached hereto as Exhibit A.
2. The Executive Director is hereby authorized and directed to take such actions as the Executive Director deems necessary or appropriate to implement, administer and enforce this ordinance and said contract.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE REGIONAL TRANSPORTATION AUTHORITY
AND
THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY**

This Intergovernmental Agreement (herein referred to as the “Agreement”) is entered into by and between the Suburban Bus Division of the Regional Transportation Authority, a unit of local government, body politic, political subdivision and municipal corporation (“Pace”), and the Regional Transportation Authority, a unit of local government, body politic, political subdivision and municipal corporation (“RTA”), each individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and the RTA Act, 70 ILCS 3615/1 *et seq.*, Pace and RTA are authorized to enter into this Agreement;

WHEREAS, the *Invest in Transit* 2018-2023 Regional Transportation Strategic Plan recommends conducting pilots and partnering with new mobility providers to close gaps in services;

WHEREAS, *Invest in Transit* also recommends strategies to advance opportunities for underserved populations in the region’s Southland and suburban employment centers;

WHEREAS, Pace has developed two first-mile, last-mile transportation demonstration projects for late-night, shared mobility services centered from the Harvey Transportation Center and the O’Hare South Cargo area;

WHEREAS, Pace has been awarded funds through Cook County’s Invest in Cook program to partially implement the Cook County First Mile/Last Mile Transportation Demonstration Projects; and

WHEREAS, the RTA budget includes funds to implement mobility demonstration pilot service(s).

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to memorialize the Parties’ intent to cooperate and establish two pilot projects for late-night, shared mobility centered at the Harvey Transportation Center and the O’Hare South Cargo area using the services of a third-party vendor(s).

II. RTA OBLIGATIONS

The RTA will provide funding, planning, and assistance with development and operations analysis of the two first-mile, last-mile transportation demonstration projects.

III. PACE OBLIGATIONS

A. Invest in Cook Grant

Prior to the execution of this Agreement, Pace and Cook County will execute the Invest in Cook grant for Pace's Cook County First Mile/Last Mile Transportation Demonstration Projects (Exhibit A).

B. Service Provision

Pace will procure the late-night on-demand shared mobility trips from one or more third party vendors (ride/service provider). Pace shall make every reasonable effort to provide and support the services as described in the Invest in Cook grant. Pace shall have the right to make minor revisions to the service during the term of this Agreement upon prior written notification to and concurrence by the RTA. Pace will not be responsible for any failure to provide the service due to circumstances beyond its control. No payment shall be due from the RTA during periods when Pace fails to provide service.

C. Third Party Contracts

1. *Procurement Process*: Pace must follow a procurement process that complies with all applicable local, state and federal laws. Pace will obtain RTA written approval before executing any contracts for which RTA will be providing reimbursement. Pace will notify the RTA of any contracts and amendments within five (5) days of execution. Pace shall provide a copy of all fully executed contracts and amendments to the RTA at the time of said notice via electronic mail.
2. *Contracts*: Pace will execute any contracts with a third-party vendor and begin service within six (6) months from the execution of this Agreement. Each contract between Pace and any third-party vendor must require the third-party vendor to agree to be bound by all the terms and conditions of this Agreement applicable to third-party vendors. Pace shall be solely responsible for payments to third-party vendors.
3. *Insurance*: In all contracts with third-party vendors to provide the service described herein, Pace shall require the third-party vendors to name the RTA as an additional insured under the third-party vendor's general and vehicle liability policy of insurance with respect to claims asserted against the RTA arising from any covered acts or omissions of the third-party vendor(s) in connection with the services as described in this Agreement. Pace shall also require third-party vendors to maintain workers' compensation insurance at the levels required under applicable local, state and federal law. All third-party vendor insurance policies required in this Agreement must be maintained in amounts comparable to coverage typically held by similarly situated companies in the industry. Certificate(s) of insurance of said third-party vendor evidencing the insurance coverage required herein should be provided to the RTA within five (5) days of execution of any contracts entered between Pace and any third-party vendor. The third-party vendor shall bear all responsibility and cannot pass any liability on to the customers.

IV. SCOPE

A. Service

The service provided under this Agreement will be a subsidized late-night ride hailing service available 7 days per week, as a supplement to regular Pace fixed-route bus operations when the fixed-route bus service in the area is not available.

B. Locations

1. *Harvey Transportation Center*: Trips subsidized through the Harvey Transportation Center service must start or end at the Harvey Transportation Center. These trips are not restricted to a specific zone.
2. *O'Hare South Cargo Area*: Trips subsidized through the O'Hare South Cargo Area service may only start or end at Rosemont CTA Station or within the O'Hare South Cargo Area.

C. Marketing and Outreach

The Agreement allows marketing and outreach costs related to the service.

V. PAYMENT TERMS

- A. Pace will expend RTA funds and Invest in Cook funds at an equivalent rate, concurrently. Pace will invoice the RTA monthly for fifty (50) percent of the public subsidy portion of the costs of service and/or trips provided within thirty (30) days of the end of the month, up to the point at which all RTA funds are exhausted or the contract term expires. Each invoice will contain supporting documentation from the ride provider/third-party vendor(s). The invoice should be directed to the attention of Peter Fahrenwald, Manager Strategic and Corridor Planning or his designee, RTA, at the address set forth in Section VIII.
- B. The RTA will pay all amounts properly owing to Pace within thirty (30) days following receipt of such invoice and supporting documents for the prior month of service.
- C. The RTA reimbursement for total costs associated with this Agreement will not exceed One Hundred and Twenty-Five Thousand Dollars (\$125,000).

VI. GENERAL TERMS AND CONDITIONS

A. Warranties and Representations

In connection with the execution of this Agreement, RTA and Pace 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.

B. Non-Liability of Public Officials

No official, employee or agent of RTA or Pace 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 RTA's or Pace's execution or attempted execution or because of any breach hereof.

C. Independent Relationship

Pace is an independent entity and not an employee, agent, joint venture, or partner of the RTA. Nothing in this Agreement shall be construed as creating any other relationship between the RTA and Pace.

D. Indemnification

Notwithstanding any insurance provisions contained herein, Pace and all third-party vendors will indemnify, defend and hold harmless the RTA, its officers, agents, and employees from and against any and all liability, claims, suits, losses, damages and expenses caused by the negligence of Pace, its officers, agents, vendors and employees which may arise out of the operation of transportation services provided pursuant to this Agreement. The RTA will provide notice of any claims, suits, losses, damages and fully cooperates with the defense of any claims or lawsuits. This indemnification does not extend to negligent, willful and wanton, reckless or intentional conduct of the RTA, its officers, agents, servants and employees.

E. Compliance with Laws

Pace represents that in the performance of its duties hereunder, it has complied and shall comply with all federal, state and local laws, ordinances and regulations. It shall further contractually require any third-party vendor providing services in conjunction with this Agreement to comply with all federal, state and local laws, ordinances and regulations.

F. Entire Agreement

This Agreement, and any exhibits attached and incorporated hereto, will constitute the entire Agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, will be implied or impressed upon this Agreement.

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. Authority

Pace and RTA represent that their representatives whose signatures appear below have the power and authority to enter into this Agreement and to obligate Pace and the RTA to the terms of this Agreement.

I. Amendments

No change, amendment, modification or discharge of this Agreement, or any part hereof, will be valid unless in writing, and signed by the authorized officer(s) of Pace and RTA or their respective successors and assigns.

J. 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.

K. 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 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.

L. Cooperation

RTA and Pace agree to use their best efforts to cooperate fully with one another in the implementation of this Agreement.

M. Audit

The Parties agree to maintain books and records related to the performance of this Agreement and necessary to support amounts charged to Pace and/or the RTA under the Agreement for a minimum of three (3) years from the termination of the Agreement. The Parties further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the RTA, Pace or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.

N. Assignment

Neither RTA nor Pace 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.

O. Force Majeure

Neither RTA nor Pace 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.

P. Governing Law

The Parties agree that any disputes which arise as a result of this Agreement will be heard in a court of competent jurisdiction located in the City of Chicago, Cook County, Illinois.

Q. Appropriation

This Agreement is subject to the appropriation of funds by the RTA's Board of Directors. If the RTA fails to make such an appropriation, the RTA may terminate this Agreement.

R. Electronic Signatures

The parties agree that this Agreement may be signed by an electronic or digital signature. The Parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility and are acknowledged as secure electronic signatures pursuant to 5 ILCS 175/10-110. The Parties agree to accept

receipt of a fully executed copy of this Agreement by electronic means, and to the extent permitted by law, waive any requirement or responsibility to send or receive physical copies of this Agreement.

VII. TERM; TERMINATION

A. Term

This Agreement will commence as of the date of final execution by both Parties and will continue for twelve (12) months after the date of the commencement of the service but no longer than twenty-four (24) months from date of final execution.

B. Termination

This Agreement may be terminated by either RTA or Pace for any reason upon ninety (90) days written notice sent to the other party in accordance with Section VIII below. If Pace fails to commence service within six (6) months, then the Authority may promptly terminate this Agreement with thirty (30) days' notice to Pace. Pace may also terminate its obligations with the RTA on thirty (30) days' written notice in the event Pace does not receive a payment from the RTA within the time specified in Section V.

VIII. NOTICES

Notices under this Agreement will be sent by first-class prepaid mail and electronic mail to Pace addressed to _____, and to the RTA addressed to Peter Fahrenwald, Manager Strategic and Corridor Planning, Regional Transportation Authority, 175 W. Jackson Blvd., Suite 1650, Chicago, IL 60604, FahrenwaldP@RTACHICAGO.ORG. Said notices will be deemed received five business days after mailing or upon receipt of electronic mail. Either Party may change its address for receipt of notices at any time by providing written notice to the other Party in accordance with this Section VIII.

IN WITNESS WHEREOF, the Regional Transportation Authority and Pace, the Suburban Division of the Regional Transportation Authority have caused this Agreement to be executed by their duly authorized officers.

REGIONAL TRANSPORTATION AUTHORITY

Leanne P. Redden
Executive Director

Date

PACE, the Suburban Bus Division of the Regional Transportation Authority

Signature

Date

Name _____

Title _____



**Regional
Transportation
Authority**

To: Board of Directors

From: Leanne P. Redden, Executive Director

Date: November 6, 2019

Re: Ordinance authorizing a contract for Microsoft Premier Support

175 W. Jackson Blvd,
Suite 1650
Chicago, IL 60604
312-913-3200
rtachicago.org

The proposed ordinance authorizes a contract with Microsoft Corporation for Premier Support services. The contract term will be for twelve months following contract execution, with four one-year optional renewal periods, at a total not-to-exceed amount for the five years of \$550,000.

Background

The RTA employs various Microsoft technologies in its computing environment. For the backend network, the RTA utilizes Windows Server to operate over 60 application and file servers, Windows to run desktops and laptops, and SQL Server application to manage relational databases and to house data warehouses. For end users, the RTA staff uses Microsoft's Office 365 online productivity suite that includes Word, Excel, PowerPoint, Access, Outlook, SharePoint, and Teams.

Microsoft Premier Support will allow the RTA to proactively engage Microsoft's experts in the deployment, maintenance and support of Microsoft technologies. The services will include the following elements:

- Designated account management and technical support resources
- Proactive support assistance, advice and guidance on IT issues such as performance concerns, configuration assistance and best practices
- 24/7 problem resolution support
- Critical situation management and onsite support
- Workshops to help IT staff develop the skills to mitigate problems before they occur
- Online information services to enable IT staff to remain up to date on the latest Microsoft products and technologies.
- Provides technical advisors and architects to help customers plan, design and implement solutions leveraging Microsoft products, tools and technologies.

Staff proposes to execute a sole source agreement as Premier Support is solely procurable from Microsoft. Microsoft has submitted the Vendor/Contractor Certification (VCC) form that discloses the names of the principals and any contracted lobbyists, certifies that entering into this contract will not create a prohibited conflict of interest, and certifies that the firm and its principals have not been debarred or suspended from participating in public contracts and have not been convicted of procurement-related offenses. The firm has also agreed to update these certifications should any of the information change during the contract period.

Fiscal Impact

The services will be provided on an hourly basis. The first-year cost to the RTA is \$100,450 and is based on the following scope that IT requires for the initial 12 months of the engagement:

- Up to 150 hours at \$247/hour for Support Account Management
- Up to 165 hours at \$242/hour for Support Assistance
- Up to 40 hours at \$252/hour for Problem Resolution Support
- Twelve (12) Onsite Visits
- One (1) Risk Assessment Program as a Service
- Unlimited Access to Premier Online Services

The contract term includes four (4) one-year optional renewal periods. The total not-to-exceed amount for the five years is \$550,000.

The approved RTA 2019 budget contains sufficient funding to support the cost of this amendment. Any related expenditures in subsequent years are subject to appropriation of funds by the RTA Board of Directors.

Prepared by: Information Technology

LPR/BRH/GC/GT
Attachments.

ORDINANCE NO.

WHEREAS, the Regional Transportation Authority (“Authority”) employs various Microsoft technologies in its computing and network environment;

WHEREAS, these Microsoft technologies are essential for employee productivity and business operations;

WHEREAS, the Authority requires proactive engagement of Microsoft’s experts in the deployment, maintenance and support of these Microsoft technologies;

WHEREAS, the Authority has determined that Microsoft Corporation’s Premier Support services covers the Authority’s requirements, and that Premier Support is solely procurable from the Microsoft Corporation; and

WHEREAS, Microsoft Corporation has submitted the Authority’s Vendor/Contractor Certification that discloses the names of the principals and any contracted lobbyists, certifies that the firms and their principals have not been debarred or suspended from participating in public contracts and have not been convicted of procurement-related offenses and provides for updates to the Certification should any of the required information change during the contract period.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY that:

1. The Executive Director of the Authority is hereby authorized to execute a contract with Microsoft Corporation for a term of twelve months following contract execution, with four one-year optional renewal periods, at a total not-to-exceed amount for the five years of \$550,000.
2. The Executive Director is hereby authorized and directed to take such actions as the Executive Director deems necessary or appropriate to implement, administer and enforce this ordinance and said contract.

To: Board of Directors
From: Leanne P. Redden, Executive Director
Date: November 7, 2019
Re: **Travel Expense Reimbursement**



**Regional
Transportation
Authority**

175 W. Jackson Blvd,
Suite 1650
Chicago, IL 60604
312-913-3200
rtachicago.org

Effective January 1, 2017, the Illinois General Assembly adopted the Local Government Travel Expense Control Act (“the Act”; 50 ILCS 150/1 et seq.). Section 15 of the new legislation requires that ***all travel expenses*** of members of the RTA Board of Directors and expenses of any officer or employee *exceeding the maximum* allowed under the agency policy be approved only by “roll call vote at an open meeting of the governing board or corporate authorities of the local public agency.”

The Board is being asked to approve travel expenditures as indicated below and on the attached forms:

<u>Name</u>	<u>Amount</u>
Staff Expenses	\$2,672.86
Board Expenses	\$854.30
Board Expenses	\$788.14
Board Expenses	\$130.67

LPR/AM
Attachments.

EXPENSE REPORT



1 Today's Date	2 Last Name	First Name	3 Address (If check to be mailed outside the RTA)	4 Division	5 Department	
10/18/19	Redden	Leanne	Executive Director		Executive	
6 Overall business purpose (Provide when applicable to all Items; otherwise, complete Column 11 for each individual item)			7 Account Name	8 Account General Ledger (GL) Code	9 AA Code	10 Amount
RTA-related travel and other business expenses to attend APTA Annual Meeting and APTA Board meeting.			Travel Expense	000-190-52100	999	\$ 2,654.77
			Business Expense	000-190-52101	999	
TOTAL:						\$ 2,654.77
11 Date	12 Item	13 Description of Expenditure(s)				14 Amount
10/10-15/19	Who/Purpose	Attend APTA Annual meeting and Board meetings in New York, NY (10/10-15/19)				
	Mileage	R-O-A-R: 63.0 miles @ 58¢ = \$18.44 Tolls: 2 @ 75¢ = \$1.50 Parking: \$217.00 Drove to airport due to time restraints following CMAP/MPO meeting that ran longer than expected.				\$255.04
	Lodging	Embassy Suites Hotels (5 nights)				\$1,990.40
	Meals - Per diem	10/10: D=\$35.00 10/11: B-L-D=\$70.00 10/12: B-L-D=\$70.00 10/13: B-L-D=\$70.00 10/14: B-L=\$35.00 10/15: L=\$25.00				\$305.00
	Ground Transportation	NY Airport to Hotel = \$69.45 Hotel to NY Airport = \$52.97				\$122.42
Previously submitted charges related to trip:		Registration paid on ProCard				\$975.00
9/15/19	Airline	Airline travel to attend APTA Annual meeting and Board meetings in New York, NY (10/10-15/19)				\$302.60
9/24/19	Airline	Flight change charge due to CMAP meeting moving from 10/9 to 10/10.				\$234.00
15 Comments:				16 SUB-TOTAL		\$ 2,672.86
Points of Travel for mileage: (All mileage at 58¢/mile - 2019)				17 PREVIOUS PAGE (S) TOTAL		\$ -
R - 1352 St. Claire, Schaumburg (residence)				18 CASH ADVANCE		\$ -
O - RTA (318 S. Federal or 326 S. Wells)				19 PREPAID AIR FARE		\$ -
A - O'Hare International Airport				20 PREPAID REGISTRATION FEE		\$ -
B -				21a RTA CREDIT CARD CHARGES		\$ -
C -				21b PERSONAL CHARGES ON RTA CREDIT CARD		\$ -
D -				22 TOTAL DEDUCTIONS		\$ -
E -				23 TOTAL DUE EMPLOYEE (RTA)		\$ 2,672.86
23 I certify that in accordance with RTA Travel Regulations the above amount is correct and just; that the detailed items charged for subsistence were actually paid; that the expenses were occasioned by official business or unavoidable delays requiring the stay at hotels for the time specified; that the journey was performed with all practicable dispatch by the shortest route usually traveled in the customary reasonable manner; and that I have not been furnished by others with transportation or money in lieu thereof for the journey.				24 PERTAINS TO TRAVEL EXPENSES ONLY - This certifies that the travel shown above was required by the official duties of the traveler named to my personal knowledge, or as indicated by the records submitted to me.		
Expenses Signatures/Authorizations						
Employee's Signature	Date	Supervisor (under \$100)	Date	Next Level Manager (\$100-\$500)	Date	
Division Manager/Next Level Supervisor (over \$500)	Date	Department Manager (over \$500)	Date	DED Internal Audit (Board Members, Chairman & ED)	Date	
Executive Director (Senior Staff only)	Date	Chairman (Board & ED only)	Date	Audit Chairman (Chairman travel - Board approved w/vote sheet)	Date	

Effective Date 1/1/19

REQUIRED RECEIPTS FOR EXPENSES MUST BE ATTACHED

EXPENSE REPORT

A



1 Today's Date	2 Last Name	First Name	3 Address (If check to be mailed outside the RTA)	4 Division	5 Department	
11/5/19	Dillard	Kirk	Chairman		Executive	
6 Overall business purpose (Provide when applicable to all Items; otherwise, complete Column 11 for each individual item)			7 Account Name	8 Account General Ledger (GL) Code	9 AA Code	10 Amount
RTA-related travel and other business expenses.			Travel Expense	000-190-52100	999	\$ 854.30
			Business Expense	000-190-52101	999	
TOTAL:						\$ 854.30
11 Date	12 Item	13 Description of Expenditure(s)				14 Amount
10/9-11/19	Who/Purpose	Meeting with Senate Majority Leader. Meetings with industry representatives on sales tax clean-up legislation for fall veto session.				
	Mileage/Tolls/Parking	Mileage R-B-R: 372 @ 58¢/mi = \$215.76				\$ 215.76
	Lodging	Lincoln Square Apatments (2 nights @ \$91.00)				\$ 182.00
	Meals	Per diem: 10/9: B-L-D = \$70.00 10/10: B-L-D = \$70.00 11/11: B-L = \$35.00				\$ 175.00
10/11/19	Who/Purpose	1. Attend meeting of Executive Breakfast Club. 2. Attend meeting of the Magnficengt Mile Assn. re: bus congestion and ride-sharing.				
	Mileage/Tolls/Parking	Mileage R-C-R: 44.4 @ 58¢/mi = \$25.76 Tolls: 2 @ 75¢ = \$1.50 Parking: \$15.00				\$ 42.26
10/13/19	Who/Purpose	Meeting with City Capital Advisors re: One Central Station and Amtrak St. Charles Airfreight N. Hurtgen, Managing Director.				
	Mileage/Tolls/Parking	Mileage R-D-R: 285 @ 58¢/mi = \$165.30 Tolls: 2 @ 75¢ = \$1.50 Parking: \$2.70				\$ 169.50
	Meals	L = \$29.55				\$ 29.55
10/15/19	Who/Purpose	1. Meeting with DePaul University re: internship and placement. 2. Meeting with Lawrence Kaufman, Experia re: audit of mass transit construction projects.				
	Taxi	Union Station to 1 E. Jackson (\$10.00) 346 N. Clark to 111 S. Wacker (\$8.75) 171 S. Wacker to 353 N. Clark (\$8.98)				\$ 27.73
10/17/19	Who/Purpose	Attend Monthly RTA Board meeting				
	Metra	Round trip train ticket purchase due to Ventra Ap expiration/replenishment				\$ 12.50
15 Comments:				16 SUB-TOTAL		\$ 854.30
Points of Travel for mileage: (All mileage at 58¢/mile - 2019)				17 PREVIOUS PAGE (S) TOTAL		\$ -
R - 501 Wedgewood, Hinsdale (residence)				18 CASH ADVANCE		\$ -
O - RTA (318 S. Federal or 326 S. Wells)				19 PREPAID AIR FARE		\$ -
B - 521 E.Monroe, Springfield, IL				20 PREPAID REGISTRATION FEE		\$ -
C - 900 N. Michigan Ave., Chicago				21a RTA CREDIT CARD CHARGES		\$ -
D -1001 Wisconsin Place, Madison, WI				21b PERSONAL CHARGES ON RTA CREDIT CARD		\$ -
				22 TOTAL DEDUCTIONS		\$ -
				23 TOTAL DUE EMPLOYEE (RTA)		\$ 854.30
23 I certify that in accordance with RTA Travel Regulations the above amount is correct and just; that the detailed items charged for subsistence were actually paid; that the expenses were occasioned by official business or unavoidable delays requiring the stay at hotels for the time specified; that the journey was performed with all practicable dispatch by the shortest route usually traveled in the customary reasonable manner; and that I have not been furnished by others with transportation or money in lieu thereof for the journey.				24 PERTAINS TO TRAVEL EXPENSES ONLY - This certifies that the travel shown above was required by the official duties of the traveler named to my personal knowledge, or as indicated by the records submitted to me.		
Expenses Signatures/Authorizations						
Employee's Signature	Date	Supervisor (under \$100)	Date	Next Level Manager (\$100-\$500)	Date	
Division Manager/Next Level Supervisor (over \$500)	Date	Department Manager (over \$500)	Date	DED Internal Audit (Board Members, Chairman & ED)	Date	
Executive Director (Senior Staff only)	Date	Chairman (Board & ED only)	Date	Audit Chairman (Chairman travel - Board approved w/vote sheet)	Date	

Effective Date 1/1/19

REQUIRED RECEIPTS FOR EXPENSES MUST BE ATTACHED

EXPENSE REPORT

B



1 Today's Date	2 Last Name	First Name	3 Address (If check to be mailed outside the RTA)	4 Division	5 Department	
11/5/19	Dillard	Kirk	Chairman		Executive	
6 Overall business purpose (Provide when applicable to all Items; otherwise, complete Column 11 for each individual item)			7 Account Name	8 Account General Ledger (GL) Code	9 AA Code	10 Amount
RTA-related travel and other business expenses.			Travel Expense	000-190-52100	999	\$ 723.01
			Business Expense	000-190-52101	999	\$ 65.13
					TOTAL:	\$ 788.14
11 Date	12 Item	13 Description of Expenditure(s)				14 Amount
10/19-20/19	Who/Purpose	1. Speak to College of Business students re: infrastructure funding. 2. Tour Illinois Transportation Terminal re: logistical assistance. 3. Meeting with Champaign County officials re: infrastructure coordination.				
	Mileage/Tolls/Parking	Mileage R-E-R: 277 @ 58¢/mi = \$160.66 Tolls: 3 @ 75¢ = \$2.25				\$ 162.91
	Lodging	Holiday Inn (1 night @ \$361.59)				\$ 361.59
	Meals	10/19: L-D = \$60.00 10/20: B-L = \$35.00				\$ 95.00
10/21/19	Who/Purpose	1. Attend Economic Club of Chicago meeting. 2. Meeting with Ann Cotter, Cotter Engineering re: infrastructure funding implementation.				
	Mileage/Tolls/Parking	Mileage R-F-R: 42.9 @ 58¢/mi = \$24.89 Tolls: 2 @ 75¢ = \$1.50 Parking: \$36.00				\$ 62.39
	Taxi					
10/22/19	Who/Purpose	1. Meeting with Loyola University re: CTA services to students. 2. Attend meeting with Illinois Adm. Offices of Courts re: certification of mass transit delays.				
	Mileage/Tolls/Parking	Mileage R-G-R: 44.6 @ 58¢/mi = \$25.87 Tolls: 2 @ 75¢ = \$1.50 Parking: \$12.00				\$ 39.37
10/23/19	Who/Purpose	Meeting with Elizabeth Lively, Gift of Hope re: railroad suicide prevention				
	Mileage/Tolls/Parking	Mileage R-H-R: 3.0 @ 58¢/mi = \$ 1.75				\$ 1.75
	Meal	Pappadeaux				\$ 65.13
15 Comments:				16 SUB-TOTAL		\$ 788.14
Points of Travel for mileage: (All mileage at 58¢/mile - 2019)				17 PREVIOUS PAGE (S) TOTAL		\$ -
R - 501 Wedgewood, Hinsdale (residence)				18 CASH ADVANCE		\$ -
O - RTA (318 S. Federal or 326 S. Wells)				19 PREPAID AIR FARE		\$ -
E- 101 Trade Center, Champaign, IL				20 PREPAID REGISTRATION FEE		\$ -
F - 151 E. Wacker Dr., Chicago				21a RTA CREDIT CARD CHARGES		\$ -
G - 25 E. Pearson, Chicago				21b PERSONAL CHARGES ON RTA CREDIT CARD		\$ -
H - 921 Pasquinelli, Hinsdale				22 TOTAL DEDUCTIONS		\$ -
				23 TOTAL DUE EMPLOYEE (RTA)		\$ 788.14
23 I certify that in accordance with RTA Travel Regulations the above amount is correct and just; that the detailed items charged for subsistence were actually paid; that the expenses were occasioned by official business or unavoidable delays requiring the stay at hotels for the time specified; that the journey was performed with all practicable dispatch by the shortest route usually traveled in the customary reasonable manner; and that I have not been furnished by others with transportation or money in lieu thereof for the journey.				24 PERTAINS TO TRAVEL EXPENSES ONLY - This certifies that the travel shown above was required by the official duties of the traveler named to my personal knowledge, or as indicated by the records submitted to me.		
Expenses Signatures/Authorizations						
Employee's Signature	Date	Supervisor (under \$100)	Date	Next Level Manager (\$100-\$500)	Date	
Division Manager/Next Level Supervisor (over \$500)	Date	Department Manager (over \$500)	Date	DED Internal Audit (Board Members, Chairman & ED)	Date	
Executive Director (Senior Staff only)	Date	Chairman (Board & ED only)	Date	Audit Chairman (Chairman travel - Board approved w/vote sheet)	Date	

Effective Date 1/1/19

REQUIRED RECEIPTS FOR EXPENSES MUST BE ATTACHED

EXPENSE REPORT

C



1 Today's Date	2 Last Name	First Name	3 Address (If check to be mailed outside the RTA)	4 Division	5 Department	
11/5/19	Dillard	Kirk	Chairman		Executive	
6 Overall business purpose (Provide when applicable to all Items; otherwise, complete Column 11 for each individual item)			7 Account Name	8 Account General Ledger (GL) Code	9 AA Code	10 Amount
RTA-related travel and other business expenses.			Travel Expense	000-190-52100	999	\$ 95.68
			Business Expense	000-190-52101	999	\$ 34.99
			TOTAL:		\$ 130.67	
11 Date	12 Item	13 Description of Expenditure(s)			14 Amount	
10/24/19	Who/Purpose	1. Attend New Developments in Illinois Labor Law meeting. 2. Meeting with Illinois Road Builders Association Board of Directors and staff.				
	Mileage/Tolls/Parking	Mileage R-I-J-R: 42.8 @ 58¢/mi = \$24.83	Tolls: 1 @ 75¢ = \$0.75	Parking: \$22.00	\$ 47.58	
10/26/19	Who/Purpose	Breakfast meeting with DuPage County Board member re: Rail safety issues and TOD				
	Mileage/Tolls/Parking	Mileage R-K-R: 1.8 @ 58¢/mi = \$1.05			\$ 1.05	
	Meal	Yiyias Pancake House			\$ 34.99	
10/29/19	Who/Purpose	1. Attend Cyber Security briefing (MichaelMiddlestadt-Capgeini Inc.). 2. Meeting with Board Secretary. 3. Meeting with President Emeritus of Chicago Bar Assn. re: transportation panel presentation.				
	Mileage/Tolls/Parking	Mileage R-O-R: 40.6 @ 58¢/mi = \$23.55	Tolls: 2 @ 75¢ = \$1.50	Parking: \$22.00	\$ 47.05	
15 Comments:				16 SUB-TOTAL		\$ 130.67
Points of Travel for mileage: (All mileage at 58¢/mile - 2019) R - 501 Wedgewood, Hinsdale (residence) O - RTA (318 S. Federal or 326 S. Wells) I - 321 Plymouth, Chicago J - 1025 W. 55th, Countryside K -13 Grnat Square, Hinsdale				17 PREVIOUS PAGE (S) TOTAL		\$ -
				18 CASH ADVANCE		\$ -
				19 PREPAID AIR FARE		\$ -
				20 PREPAID REGISTRATION FEE		\$ -
				21a RTA CREDIT CARD CHARGES		\$ -
				21b PERSONAL CHARGES ON RTA CREDIT CARD		\$ -
				22 TOTAL DEDUCTIONS		\$ -
23 TOTAL DUE EMPLOYEE (RTA)				\$ 130.67		
23 I certify that in accordance with RTA Travel Regulations the above amount is correct and just; that the detailed items charged for subsistence were actually paid; that the expenses were occasioned by official business or unavoidable delays requiring the stay at hotels for the time specified; that the journey was performed with all practicable dispatch by the shortest route usually traveled in the customary reasonable manner; and that I have not been furnished by others with transportation or money in lieu thereof for the journey.				24 PERTAINS TO TRAVEL EXPENSES ONLY - This certifies that the travel shown above was required by the official duties of the traveler named to my personal knowledge, or as indicated by the records submitted to me.		
SUM(H20-H6)						
Employee's Signature	Date	Supervisor (under \$100)	Date	Next Level Manager (\$100-\$500)	Date	
Division Manager/Next Level Supervisor (over \$500)	Date	Department Manager (over \$500)	Date	DED Internal Audit (Board Members, Chairman & ED)	Date	
Executive Director (Senior Staff only)	Date	Chairman (Board & ED only)	Date	Audit Chairman (Chairman travel - Board approved w/vote sheet)	Date	

Effective Date 1/1/19

REQUIRED RECEIPTS FOR EXPENSES MUST BE ATTACHED