



## MEMORANDUM

**TO:** Mayor Laurel Prussing  
Members, Urbana City Council

**FROM:** William R. Gray, Public Works Director  
N. Patrick Pioletti, Facilities Manager

**DATE:** August 28, 2008

**RE:** Zipcar Agreement

### Introduction

On Monday, August 4, staff presented the concept of partnering with the City of Champaign, the CUMTD, and the University of Illinois to provide a car share service to the residents of our community. At that time, the city Council embraced the idea and gave direction to staff to negotiate the terms of the required intergovernmental agreement with the other three agencies.

The completed agreement is attached for review and approval. Also attached is a budget amendment, approval of which is necessary to fund the City of Urbana's participation in the program.

As previously discussed, the CUMTD is the lead agency with Zipcar and is taking on the expense/responsibility of managing the program on the local level. All four parties to the agreement are sharing the revenue guarantee on an equal (25%) basis.

### Fiscal Impact

The attached budget amendment reflects the City of Urbana's one year maximum obligation under the agreement of \$27,000.00 plus \$3000.00 for marketing of the program. Future years will be addressed via the budget process.

### Recommendation

Staff recommends approval of the agreement and budget amendment.

ORDINANCE NO. 2008-09-089

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN  
INTERAGENCY AGREEMENT  
WITH THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, THE  
CHAMPAIGN-URBANA MASS TRANSIT DISTRICT AND THE CITY OF  
CHAMPAIGN  
(CAR SHARE PROGRAM IN CHAMPAIGN-URBANA)**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE  
CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Interagency Agreement for the car share program in Champaign-Urbana with the Board of Trustees of the University of Illinois, the Champaign Urbana Mass Transit District and the City of Champaign, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

**INTERAGENCY AGREEMENT FOR  
THE CAR SHARING PROGRAM BETWEEN  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS,  
THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT,  
THE CITY OF CHAMPAIGN  
AND THE CITY OF URBANA**

This Interagency Agreement is made and entered into on the last date executed below, by and between the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (“University”); the Champaign-Urbana Mass Transit District, a municipal corporation (“MTD”); the City of Champaign, Illinois, a municipal corporation (“Champaign”); and the City of Urbana, Illinois, a municipal corporation (“Urbana”). The entities entering into this Agreement shall hereinafter collectively be referred to as the “Parties”.

WITNESSETH:

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, provides authority for local governments to contract or otherwise associate among themselves to obtain and share services and to exercise, combine or transfer any power of function in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1-220/9) also provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Parties intend to contract with Zipcar to provide car sharing services to the Champaign-Urbana community; and which services shall hereinafter be referred to as the “Program”; and

WHEREAS the Parties are member agencies of the Champaign Urbana Urbanized Area Transportation Study (CUUATS) and CUUATS is responsible for the promotion of transportation systems, which embrace a variety of modes in a manner that efficiently maximizes the mobility of people and goods with minimal energy consumption, pollution, and social impacts; and

WHEREAS car sharing has the effect of reducing urban traffic and improving mobility, reducing parking and reducing atmospheric pollution: and

WHEREAS this Agreement is in the best interest of the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the University, MTD, Champaign and Urbana hereby agree as follows:

**Section 1. Scope of Program.** The Parties agree to work cooperatively to pursue the following tasks:

- a) Champaign, Urbana and the University will provide designated parking spaces reserved for the vehicles provided by Zipcar for the Program at agreed upon locations at no additional cost to the other Parties to this agreement.
- b) MTD will market the Program to the users of the transit system.
- c) The University will market the Program to University employees and students.
- d) Champaign and Urbana will market the Program to municipal and downtown employees.
- e) MTD will be the lead agency for this Program and will assign a staff person to manage the Program which will include administrative support and fleet management.
- f) The Parties will periodically evaluate the Program and make changes and adjustments as necessary to ensure the operational efficiency and effectiveness of the car sharing program in a cost-effective manner and enhance mobility in the community as a whole.

**Section 2. Contracting Agency.** The Parties agree that the MTD shall continue to act as the contracting agent with Zipcar for the Parties involved and that said contract with Zipcar shall be for a term of three (3) years from the date of execution thereof. Said contract shall be fully executed by MTD and Zipcar within 60 days of the date that this Agreement is fully executed. A failure to execute the contract with Zipcar by the date set forth herein shall render this Agreement null and void. The executed Zipcar contract will be attached as Exhibit A when approved.

**Section 3. Terms of Agreement.** The term of this Agreement shall be effective as of the date of its execution by the last of the parties to approve it and shall remain, and continue in full force and effect for three (3) years from said date, or unless earlier terminated as provided herein. This agreement may be renewed for additional one-year terms by agreement of the Parties.

**Section 4. Payment.**

a) The Parties agree that the total amount of revenue guarantees; based on the difference between the actual and guaranteed revenues as reported by Zipcar, will be shared proportionally (25% each) among the Parties involved in this agreement.

If there is a deficiency in the revenues, the Parties agree to individually pay up to the revenue guarantee of \$1,500 per vehicle per month, for a 3-year period for the six (6) vehicles. Payments toward the revenue guarantee will be submitted to Zipcar by MTD after receipt of an invoice from MTD for the outstanding balance for the six (6) vehicles as submitted by Zipcar. The total revenue guarantee amount to be provided by each of the Parties would be up to \$6,750 every three months for no more than a total of \$81,000 per Party for the 3-year term of the contract.

Each participant's total contribution, up to \$81,000, shall be made as follows:

First Installment: Up to \$6,750 upon receipt of invoice from Zipcar for fourth quarter of 2008

Remaining Installments: Up to \$6,750 upon receipt of invoice from Zipcar for subsequent quarters

b) The MTD shall apply the full amount of funds received from the Parties (Up to \$54,000) toward the Zipcar contract, and for no other purpose. Payments to Zipcar shall be made by the MTD in a timely manner and pursuant to the Zipcar contract terms. The University, Urbana or Champaign will not be responsible for any late fees or penalties charged by the Zipcar provider for untimely payments so long as the payments set forth above have been made to the MTD as set forth above.

c) This payment shall be the limit of the liability of the Parties arising under this agreement, except as otherwise provided by written Amendment to this Agreement.

**Section 5. Number, Type and Location of Vehicles.** The Parties agree that MTD shall contract with Zipcar for the use of six (6) vehicles. The Zipcar vehicles and the reserved parking locations for the vehicles shall be as follows: two (2) vehicles outside of the University District in Champaign; two (2) vehicles outside the University District in Urbana; two (2) vehicles in the University District. For the purposes of the Agreement, the term "University District" shall mean and include the geographic area bound by University Avenue to the north, St. Mary's Road to the south, Neil Street to the west, and Lincoln Avenue to the east. The number and location of vehicles can be changed, as deemed necessary, without alteration to this agreement.

**Section 6. Steering Committee.**

a. **Purpose.** The Parties agree that a Car Sharing Program Committee of CUUATS will be established for the purpose of providing overall policy guidance for the program.

b. **Composition.** The Car Sharing Program Committee shall consist of four (4) members with one (1) member being selected by each Party. Each Party's committee member shall be appointed and may be replaced at any time by the Party appointing said member at its sole discretion. Each member participating in the Car Sharing Program Committee as a representative shall be identified in writing by the Party's city manager, chief elected or chief administrative officer.

c. **Decision Making.** The Car Sharing Program Committee shall endeavor to make decisions by consensus but in the event consensus can not be established decisions shall be made by an affirmative vote of at least three (3) Committee members. A Car Sharing Program Committee quorum shall consist of no less than three (3) Committee members. A Party may designate an alternate Committee member in the same manner as the selection of regular Committee members for the purpose of attending and participating in Committee meetings in the absence of the regular member. Any alternate Committee member shall be identified by written notice from the Party appointing the same to the other Parties in advance of the meeting in question.

d. **Powers.** The Car Sharing Program Committee shall have the following powers without further direction:

1. The authority to renew and/or revise the contract with Zipcar contained in ATTACHMENT A, when the following conditions are met:

(A) All four (4) of the Car Sharing Program Committee members request the renewal or alteration,

(B) The change, individually or cumulatively with other approved changes, will not increase: i) the contribution of any party, or ii) the overall Program cost of \$108,000 per year per six (6) vehicles;

2. Decide such questions as may be required by the terms of the contract between Zipcar and the MTD, and

3. Ensure coordination of implementation activities between the

Parties, provide input and share information to assist in the additional tasks authorized by this agreement and maintain ongoing communications between the Parties to this agreement.

4. Elect a Chair and Vice Chair from among the Committee's members and adopt such rules for the conduct of its business, so long as they do not conflict with the terms of this agreement.

e. **Duration.** The steering committee shall exist so long as this Agreement remains in effect.

**Section 7 Terms.** This Agreement shall be effective as of the date of its execution by the last of the parties to approve it and shall remain, and continue in full force and effect for three (3) years from said date. This agreement may be renewed for additional one-year terms by agreement of the Parties.

**Section 8. Notices.** Any notices pertaining to this Agreement shall be addressed as follows:

**City of Champaign**  
Attn: City Manager  
102 North Neil Street  
Champaign, IL 61820

**City of Urbana**  
Attn: Mayor  
400 South Vine Street  
Urbana, IL 61801

**C-U Mass Transit District**  
Attn: Board Chair  
1101 E. University Avenue  
Urbana, IL 61802

**University of Illinois**  
Attn: Chancellor  
601 East John Street, Swanlund Bldg.  
Champaign, IL 61820

**Section 9 . Complete Agreement.** This Agreement constitutes the entire Agreement, and there are no oral understandings other than as set forth herein.

**Section 10. Severability.** The invalidity or unenforceability of any or more phrases, sentences, clauses or sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part hereof.

**Section 11. Amendments.** Any additions, deletions of modifications of this Agreement shall be agreed to in writing and signed by all Parties hereto.

**Section 12. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF, the Parties have adopted and subscribed to and approve this Agreement and have caused it to be duly executed.**

**BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**

**C-U MASS TRANSIT DISTRICT**

By: \_\_\_\_\_  
Comptroller

By: \_\_\_\_\_  
William Volk, Managing Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Michele Thompson, Sec. of the Board

Attest: \_\_\_\_\_  
Director of Administration

Approved:

\_\_\_\_\_  
Chancellor

\_\_\_\_\_  
Executive Director for Facilities and Services

Approved as to Form:

By: \_\_\_\_\_  
Campus Legal Counsel



**CITY OF CHAMPAIGN, ILLINOIS**

By: \_\_\_\_\_

Steve Carter, City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney

Approved as to Form:

**CITY OF URBANA, ILLINOIS**

By: \_\_\_\_\_

Laurel Lunt Prussing, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_

City Attorney