

INTERGOVERNMENTAL AGREEMENT
between
THE REGIONAL TRANSPORTATION AUTHORITY
and

The City of Aurora, Illinois

Contract No.: A2T-2019-01

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 Aurora, Illinois (the “City”), a municipal corporation created under the laws of the State of Illinois (the RTA and the City of Aurora 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 to the Aurora Transportation Center:

- A new sidewalk with updated ADA ramps, high visibility crosswalk, and way-finding signage will be installed at Spring Street entrance. These improvements should allow pedestrians to safely cross the street.
- Additional parking spaces to be added by extending roadway leading to East Parking Lot.
- Replace and/or add new roadway pavement markings.
- Installation of real time message boards (2) on the platform to indicate train departure/arrival time and track location.
- Creation of a Kiss and Ride area by reconfiguring the parking drive aisle along the north side of the parking lot. Existing ADA parking stalls will be relocated to the west to improve accessibility to the platforms. The sidewalk across the ADA parking will be upgraded and detectable warning signs will be installed.
- Installation of bike shelters on the east side of the Metra tracks and at the existing bike racks located along the west side of the platform. As a cost-effective option, the City may consider re-using the existing Pace bus shelter as a bike shelter.

- Installation of decorative monument sign(s) at the entrance on Spring Street.
- Installation of bike shared lane markings along Spring Street, running east and west.
- Installation of commuter transit shelter (4 locations) along with space heaters. Currently there are no commuter shelters at the center.

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. The CMAQ grant is administered by the Chicago Metropolitan Agency for Planning (“CMAP”) pursuant to a separate grant agreement. A local match is required as a condition of the grant.

b. The City agrees to supply the federally required local match for the Project in an amount not to exceed \$99,520.75 which represents 10% of the total Project cost. The RTA will provide an amount not to exceed \$99,520.75, which represents 10% of the total Project.

c. The City is responsible for 100% of an overage should the total project costs exceed \$995,207.48 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. 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.

c. 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 with regard to the federally required matching funds.

d. 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.

e. 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.

f. Counterparts & Digital Signatures.

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. This Agreement may be executed digitally or electronically. The RTA and the City agree that any electronic/digital signature shall have the same force and effect as a wet or handwritten signature for purposes of validity, enforceability and admissibility and are acknowledged as secure electronic signatures pursuant to the Electronic Commerce Security Act (5 ILCS 175/10-110 *et seq.*).

g. 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.

h. 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.

i. Cooperation.

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

j. 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.

k. 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.

l. 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.

m. Third Parties.

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

n. 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.

o. 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.

p. 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 of Aurora
44 E Downer Place
Aurora, IL 60507
Attention: Mayor Richard C. Irvin

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 AURORA

REGIONAL TRANSPORTATION AUTHORITY

By:_____

By: _____

Name: RICHARD C. IRVIN

Name: LEANNE P. REDDEN

Title: MAYOR

Title: EXECUTIVE DIRECTOR

Date:_____

Date:_____