

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE REGIONAL TRANSPORTATION AUTHORITY  
AND THE CITY OF AURORA  
REGARDING THE  
INSTALLATION AND MAINTANANCE OF INTERAGENCY SIGNAGE**

This Intergovernmental Agreement (“IGA”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between the Regional Transportation Authority (“RTA”), an Illinois municipal corporation, and the City of Aurora (the “City”) (together the “Parties”).

**I. PURPOSE OF IGA**

The RTA and the City are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois. The purpose of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies.

The RTA has developed a coordinated system of interagency signage and wayfinding products (“Interagency Signage”) to assist transit customers who need to transfer from one Service Board system to another. Exhibit A.1 identifies the interagency sign locations at the Aurora Transportation Center by property owner and/or lessee, and Exhibit A.2 provides more detail regarding the entire interagency signage plan for the Aurora Transportation Center. The City has agreed to support the installation and maintenance of interagency signage at the locations on the City-leased property identified in Exhibit A.

This IGA sets forth the understanding agreed to by the Parties regarding their roles and responsibilities concerning the installation and maintenance of Interagency Signage.

**II. RTA OBLIGATIONS**

**a. Signs and Locations**

The RTA will coordinate with the City on the content, size, and location of all signs.

**b. Installation and Maintenance**

The RTA will be responsible for the overall conduct and direction of installing and maintaining the Interagency Signage. The RTA will be responsible for funding and retaining contractor(s) who will design, engineer, fabricate, install and maintain the Interagency Signage. The RTA will also be responsible for managing and supervising warranty work and evaluations after installations are completed.

**c. Removal**

If needed and agreed to by the Parties, the RTA will be responsible for removing Interagency Signage and returning the sites to pre-existing conditions.

**d. Insurance and Documents**

Prior to commencing work, the RTA and/or its contractors will provide the City the necessary right-of-entry forms, insurance certificates, and any other required documentation. The RTA (or its contractor(s)) insurance shall name the City as a third party insured.

**e. Replacement of Signage**

The RTA personnel and/or its contractors will be responsible for replacing outdated Interagency Signage due to schedule changes, additions/deletions of routes, and/or route modifications. The RTA will bear the costs of maintaining all Interagency Signage and associated hardware at the locations identified in Exhibit A.

f. Advance Notice of Maintenance Projects

The RTA will provide advance notice to the City of the dates and times for replacing outdated information products. The RTA will also notify and coordinate with the City regarding any maintenance work that may be required of the Interagency Signage and the associated hardware.

**III. CITY OF AURORA OBLIGATIONS**

a. Project Support

The City will provide project support to the RTA and its contractors as needed to successfully install and maintain the Interagency Signage installations identified in Exhibit A. The City project support shall include coordinating with the RTA on the content, size and location of signs and assisting the RTA and its design, engineering, installation and maintenance contractor(s) in obtaining permits and gaining access to locations identified in Exhibit A.

b. Signs and Locations

The City agrees to the signs and locations contained in Exhibit A. If the signs or locations change, RTA will seek the City's approval of the new sign and/or location prior to installing the new sign.

c. Requests to Relocate or Remove Signage

The City shall provide at least sixty (60) days' written notice to the RTA for any request to relocate or remove Interagency Signage.

d. Damaged Signage

In the event that Interagency Signage is damaged as a result of the negligent or willful conduct by the City, its officers or employees, the City shall reimburse the RTA for the costs of repairing or replacing the damaged Interagency Signage.

**IV. GENERAL TERMS AND CONDITIONS**

a. Warranties and Representations

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

b. Non Liability of Public Officials

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

c. Entire IGA

This IGA, and any exhibits attached and incorporated hereto, will constitute the entire IGA 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 IGA.

d. Counterparts

This IGA 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.

e. Amendments

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

f. Severability

If any provisions of this IGA 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 IGA will not affect the remaining portions of this IGA or any part thereof.

g. Interpretation

Any headings of this IGA 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 IGA.

h. Cooperation

RTA and City agree at all times to use their best efforts to cooperate fully with one another in the implementation of this IGA.

i. Assignment

Neither RTA nor City will assign, delegate or otherwise transfer all or any part of their rights or obligations under this IGA, 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.

j. Force Majeure

Neither RTA nor 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.

k. Governing Law

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

**V. Term; Termination**

a. Term

This IGA will commence as of the date of final execution by both Parties and will continue indefinitely, unless terminated as set forth below.

b. Termination

This IGA may be terminated by either RTA or City for any reason upon sixty (60) days written notice sent to the other party in accordance with Section VI below.

**VI. Notices**

Notices under this IGA will be sent by first-class prepaid mail or electronic mail to Director of Public Works/City Engineer, City of Aurora, 44 E. Downer Place, Aurora, Illinois 60507, email: \_\_\_\_\_ with a courtesy copy sent to the Legal Department at the same address. Notices will also be sent to the RTA addressed to Division Manager, Regional Coordination, Regional Transportation Authority, 175 W. Jackson Blvd., Suite 1650, Chicago, IL 60604, email: [StanielK@RTAChicago.org](mailto:StanielK@RTAChicago.org), with a courtesy copy sent to the RTA General Counsel at the same address. Said notices will be deemed received when mailed – either electronically or by 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 VI.

**IN WITNESS WHEREOF**, the Regional Transportation Authority and the City of Aurora have caused this Intergovernmental Agreement to be executed by their duly authorized officers.

**REGIONAL TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Leanne P. Redden  
Executive Director

\_\_\_\_\_  
Date

**CITY OF AURORA**

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Date