

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY
AND THE VILLAGE OF HOMEWOOD, ILLINOIS
REGARDING THE
INSTALLATION AND MAINTANANCE OF INTERAGENCY SIGNAGE**

This Intergovernmental Agreement ("Agreement") is made this _____ day of _____, 2025 by and between the Regional Transportation Authority ("RTA"), a unit of local government, body politic, political subdivision, and Illinois municipal corporation, and the Village of Homewood, Illinois (the "Village"), a municipal government (each individually referred to as a "Party" and collectively referred to as the "Parties").

I. PURPOSE OF Agreement

The RTA and the Village are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) 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 (CTA, Metra, and Pace) system to another. Exhibit A identifies the interagency sign locations in Homewood by property owner and/or operator and provides more detail regarding the entire interagency signage plan for Homewood. The Village has agreed to support the installation and maintenance of interagency signage at the locations on Village property identified in Exhibit A. The RTA and Village may amend Exhibit A to reflect new locations or initiatives.

The purpose of this Agreement is to memorialize the Parties' intent to cooperate concerning the installation and maintenance of Interagency Signage and set forth the understanding agreed to by the Parties regarding their respective roles and responsibilities.

II. RTA OBLIGATIONS

a. Signs and Locations

The RTA will coordinate with the Village 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 procuring and paying 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 preexisting conditions.

d. Insurance and Documents

Prior to commencing work, the RTA and/or its contractors will provide the Village the necessary right-of-entry

forms, insurance certificates, and any other required documentation. Additionally, the RTA and/or its contractor(s) shall name the Village as an additional insured on applicable insurance policies.

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 Installation and Maintenance of Interagency Signage

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will provide advance notice to the Village of the dates and times for installing new Interagency Signage and replacing outdated information products.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

III. VILLAGE OF HOMEWOOD OBLIGATIONS

a. Project Support

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

c. Requests to Relocate or Remove Signage

The Village 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 Village or its officers or employees, the Village 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 Agreement, the RTA and Village 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. Nonliability of Public Officials

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

c. 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.

d. 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.

e. 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 the Village and RTA or their respective successors and assigns.

f. 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.

g. 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.

h. Cooperation

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

i. Assignment

Neither the RTA nor Village 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.

j. Force Majeure

Neither the RTA nor Village 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 and Venue

This Agreement shall be governed by the laws of the State of Illinois. The Parties agree that any disputes which arise under this Agreement will be heard in a court of competent jurisdiction located in the City of Chicago, Cook County, Illinois.

l. Electronic Signatures

This Agreement may be executed digitally or electronically. The Parties 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, genuine electronic signatures attributable to the parties executing below, pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 et seq.) or any successor law.

m. Compliance with Laws

Each Party 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.

n. Indemnification

The Village herein agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the RTA and its officers, directors, employees, agents, affiliates, and representatives from and against any and all losses, damages, claims, suits, liabilities, judgments, costs, and expenses, including, but not limited to, attorneys' fees to the extent they are proximately caused by the Village's own actions. The RTA will provide notice of any claims, suits, losses, and damages and fully cooperate 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.

The RTA herein agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Village and its officers, directors, employees, agents, affiliates, and representatives from and against any and all losses, damages, claims, suits, liabilities, judgments, costs, and expenses, including, but not limited to, attorneys' fees to the extent they are proximately caused by the RTA's own actions. The Town will provide notice of any claims, suits, losses, and damages and fully cooperate with the defense of any claims or lawsuits. This indemnification does not extend to negligent, willful, and wanton, reckless, or intentional conduct of the Village, its officers, agents, servants, and employees.

o. Independent Relationship

The Village 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 Parties.

p. Authority

The Parties represent that the undersigned have the power and authority to enter into this Agreement and to obligate the Parties to the terms of this Agreement.

q. 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; such books, records, and supporting documents 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.

r. Third Parties

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

V. Term and Termination

a. Term

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

VI. Notices

All notices under this Agreement shall be in writing and personally delivered or sent by first-class, certified, or registered mail or electronic mail to the following persons at the following addresses:

To the Village: Terence Acquah
Assistant Village Manager
Village of Homewood
Homewood Village Hall
2020 Chestnut Road
Homewood, Illinois 60430
email:

with a courtesy copy sent to the Legal Department at the same address listed above

To the RTA: Kevin Staniel
Division Manager, Regional Coordination
Regional Transportation Authority
175 West Jackson Boulevard, Suite 1550
Chicago, IL 60604
email: Kevin.Staniel@RTAChicago.org

with a courtesy copy sent to the RTA General Counsel at the same address listed above

Said notices will be deemed received on the date delivered in person, five 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 VI.

(Signatures on the following page)

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

REGIONAL TRANSPORTATION AUTHORITY

Leanne P. Redden
Executive Director

Date

VILLAGE OF HOMEWOOD

[Name and Title]

Date