

INTERGOVERNMENTAL AGREEMENT
between
THE NORTHERN ILLINOIS TRANSIT AUTHORITY
and
VILLAGE OF HOMEWOOD, ILLINOIS
Contract No.: A2T-2026-02

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Northern Illinois Transit Authority (“NITA”), formerly the Regional Transportation Authority, a municipal corporation created under the laws of the State of Illinois, and Village of Homewood, Illinois (“Grantee”), a municipal corporation created under the laws of the State of Illinois (NITA and the Grantee are each referred to herein individually as a “Party” and collectively as the “Parties”).

This Agreement is entered into by the Parties pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1 et seq.).

SECTION 1. NATURE AND PURPOSE OF AGREEMENT

The Parties to this Agreement desire to ensure the completion of a project, which will include conducting Phase I engineering for pedestrian safety and ADA compliance improvements along portions of Ridge Road and Dixie Highway in Downtown Homewood (“Project”).

NITA and the Grantee each have the statutory authority to sponsor, participate in, and support the Project and to enter into this Agreement. The purpose of this Agreement is to set forth the Parties’ respective understandings, covenants, and obligations with respect to the Project.

SECTION 2. FUNDING THE PROJECT

- a. NITA will provide an amount not to exceed \$55,000 for the Project, which represents 100% of the total Project costs.
- b. NITA is responsible for the reimbursement of all necessary, proper, and allowable costs to the Grantee in the manner and within the parameters specified herein.
- c. The Grantee is responsible for 100% of any overage should the total Project costs exceed \$55,000 as a result of a Project amendment.

SECTION 3. PAYMENT CONDITIONS AND PROCEDURES

- a. Allowable costs shall be limited to those 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 Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by the Grantee 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 NITA to the contrary is received (in no event will NITA provide funding to reimburse expenses incurred after expiration of this Agreement).
- e. To the extent applicable, and in order to preserve eligibility for potential future state funding, allowable costs shall conform with the standards for allowability of costs established by the Illinois Department of Transportation ("IDOT"). State of Illinois reimbursement 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 Grantee 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 NITA.
- i. In order to receive payments, the Grantee shall execute and submit to NITA a requisition for approval by NITA. Grant funds are reimbursed based on completion of approved project milestones identified in Exhibit A. The Grantee shall use a reimbursement template provided by NITA and submit invoices only after eligible work has been completed.
- j. Upon receipt of a completed requisition form and the satisfactory supporting information, NITA shall process the requisition. If the Grantee is complying with its obligations pursuant to this Agreement, NITA shall reimburse the Grantee the apparent allowable costs incurred by the Grantee, up to the maximum amount provided under this

Agreement. However, reimbursement of any cost pursuant to this Paragraph shall not constitute a final determination by NITA of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee.

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 request to modify the Scope of Work or Project location must be submitted to NITA in writing.

b. Indemnification.

The Grantee will indemnify, defend and hold harmless NITA, its officials, agents and employees against any and all liabilities, losses, damages, claims, injuries, deaths, suits, costs, payments and expenses of every kind and nature, including reasonable attorneys' fees and disbursements, as a result of claims, demands, actions, suits, proceedings, judgments or settlements, that result from or arise out of any acts or omissions to act by the Grantee, its corporate authorities, employees, agents and assigns in the performance of this Agreement. The Grantee will appear and defend all suits brought upon all such claims, demands, actions and proceedings and shall pay all costs and expenses incidental thereto, but NITA will have the right, at its sole option and expense, to participate in the defense of any suit, without relieving the Grantee of any of its obligations hereunder. The indemnification obligation contained in this Paragraph will survive termination or expiration of this Agreement.

c. 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 NITA or the Grantee) without prior written approval by NITA, except to the extent required by law.

d. 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.

e. Warranties and Representations.

In connection with the execution of this Agreement, NITA and the Grantee 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.

f. Non-liability of Public Officials.

No official, employee or agent of NITA or the Grantee 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 NITA'S or the Grantee's execution or attempted execution of this Agreement or because of any breach hereof.

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. 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.

i. 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 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 or by operation of law.

j. Cooperation.

NITA and the Grantee agree at all times to cooperate fully with one another in the implementation of this Agreement.

k. Assignment.

Neither NITA nor the Grantee 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.

l. Force Majeure.

Neither NITA nor the Grantee 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.

m. 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.

n. Third Parties.

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

o. Appropriation.

If the term of this Agreement extends beyond NITA's current fiscal year (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 NITA's Board of Directors for each subsequent year. If NITA fails to make such an appropriation, NITA may terminate this Agreement with no further funds due and owing the Grantee.

p. Audit and Document Retention.

Each Party, to the extent applicable, shall maintain for a minimum of three (3) 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 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.

q. 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) or electronic mail addressed as follows:

If to NITA: 175 West Jackson Boulevard, Suite 1550
Chicago, Illinois 60604
Attention: Michael Horsting, Manager, Local Planning
Michael.Horsting@rtachicago.org

If to the Grantee: 2020 Chestnut Rd.
Homewood, IL 60430
Attention: Noah Schumerth
nschumerth@homewoodil.gov

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.

r. Electronic or Digital Signatures.

The Parties hereby agree that either or both Parties may sign this Agreement 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, 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.

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, 2027 . This Agreement may be extended at the sole discretion of NITA, by advance written notice to the Grantee.

b. Termination.

This Agreement may be terminated by either NITA or the Grantee upon ninety (90) days written notice sent to the other Party in accordance with Subsection 4(q) of this Agreement.

IN WITNESS WHEREOF, the Northern Illinois Transit Authority and the Grantee have caused this Agreement to be executed, as of the last date of execution set forth below, by their duly authorized officers.

VILLAGE OF HOMEWOOD

NORTHERN ILLINOIS TRANSIT AUTHORITY

By: _____

By: _____

Name: RICH HOFELD

Name: LEANNE P. REDDEN

Title: VILLAGE PRESIDENT

Title: EXECUTIVE DIRECTOR

Date: _____

Date: _____

EXHIBIT A- PHASE I ENGINEERING ACCESS TO TRANSIT

Milestone Invoicing: Grant funds are reimbursed based on completion of approved project milestones. Awardees shall use a reimbursement template provided by NITA and submit invoices only after eligible work has been completed. Each invoice shall include:

- Invoice cover
- Summary of milestone completed
- Itemized project expenditures for labor and materials
- Copies of contractor invoices
- Proof of payment
- Project schedule updates
- Photographs documenting completed work, when applicable.

NITA will review a draft of submitted invoices for completeness and eligibility prior to reimbursement. Incomplete or inaccurate invoices may be returned for corrections, and accurate invoices will be uploaded for payment to the NITA's invoice payment processing system. Payment will generally be issued after approval in accordance with NITA financial procedures.

Phase I Engineering projects are eligible for invoicing at:

- 50% project completion
- 100% project completion

Quarterly Progress Reporting: Awardees shall submit quarterly progress reports throughout the duration of the project. Reports should include:

- Project status
- Activities completed during the reporting period
 - Awardees shall explain the reason if no work occurred during the reporting period
- Percent complete
- Updated project schedule
- Budget status
- Challenges or delays
- Anticipated activities for the next quarter
- Updated project photographs, if applicable

Failure to submit required reports may delay reimbursement payments.