

INTERGOVERNMENTAL AGREEMENT
between
THE REGIONAL TRANSPORTATION AUTHORITY
and
THE COUNTY OF DUPAGE DIVISION OF TRANSPORTATION
IGA No.: CP-2025-08

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 County of DuPage (the “County”), a corporate and body politic created under the laws of the State of Illinois (the RTA and the County of DuPage are referred to collectively herein as the “Parties”).

Section 1. Nature and Purpose of Agreement

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 County enter into this Agreement.

The Parties to this Agreement desire to conduct the Demand Response Transportation Study for the County (the “Study”). The goals of the Study are to:

- a. Review regional models of consolidated rideshare or dial-a-ride service to identify best practices, lessons learned, and structural options that may be applicable to DuPage County.
- b. Engage with current service sponsors and stakeholders—including municipalities, townships, and partner agencies—to evaluate their priorities, concerns, and perspectives on potential consolidation models.
- c. Identify and assess potential funding and coordination frameworks to support a consolidated rideshare system, including local, regional, state, and federal sources, as well as cost-sharing agreements.
- d. Evaluate current service parameters (e.g., service area, hours of operation, eligibility, trip types) and determine appropriate minimum and maximum standards for a countywide service model.
- e. Analyze the administrative and communication responsibilities associated with dial-a-ride services and identify where these functions are currently located, how much they cost, and where they should reside—in a potential consolidated structure.
- f. Coordinate with adjacent counties to evaluate opportunities and constraints related to cross-border travel, including scheduling, fares, eligibility, and reciprocal service agreements.

- g. Identify intergovernmental agreements, contracts, or memoranda of understanding that would need to be created, updated, or approved to implement a coordinated or consolidated service.
- h. Develop and present a set of recommended next steps for DuPage County, including short-term improvements, phased implementation strategies, and considerations for long-term governance and sustainability.

In furtherance of these goals, the RTA will contract with a consultant (the "Consultant") to work in collaboration with the County to develop the Study. The Consultant will complete a report that summarizes the major findings of the Study and outlines roles and responsibilities for future implementation of the Study's recommendations.

The RTA and the County each have the statutory authority to conduct, sponsor or participate in the Study. It is the purpose of this Agreement to set forth the respective understandings, covenants, and obligations of the Parties with respect to the Study.

Section 2. Execution of the Consultant Contract

The RTA shall negotiate and enter into a contract with the Consultant to develop the Study. The contract will be in an amount not to exceed \$250,000 except as outlined in Section 4.

Section 3. Developing the Study

The Parties have agreed to jointly undertake this Study and will establish a project Steering Committee (the "Committee") to guide the development of the Study. The RTA will provide project management for the Study. The Parties and the Committee will make available relevant resources (e.g., previous studies, land use studies, zoning code, demographic data, transportation studies, service ridership and financial data, etc.) to assist the RTA and the Consultant in drafting the Study. The RTA will not be responsible for the completeness or accuracy of any information or data provided to the Consultant by parties other than the RTA.

Section 4. Payment Conditions and Procedures

The RTA is responsible for the payment of all necessary, proper and allowable costs to the Consultant pursuant to its contract with the Consultant. For expenditures of \$250,000 or less, the County will reimburse the RTA the amount of Forty percent (40%) of the actual costs incurred by the Consultant in developing the Study. If, in the course of completing the study, the work required by the County causes the costs to the Consultant to exceed \$250,000, the County agrees to reimburse the RTA 100% of any and all costs which exceed the \$250,000 incurred by the Consultant in developing the Study. The RTA, after payment of the final invoice from the Consultant, will request such reimbursement from the County. The County, upon receipt of the request for

reimbursement, shall honor such request by making payment to the RTA within 30 days of receipt of such request for reimbursement.

Section 5. 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.

b. Indemnification.

The County will indemnify, defend and hold harmless the RTA, its officials, directors, officers 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 County, its corporate authorities, employees, agents and assigns in the performance of this Agreement. The County 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 the RTA will have the right, at its sole option and expense, to participate in the defense of any suit, without relieving the County of any of its obligations hereunder. The indemnification obligation contained in this paragraph will survive termination or expiration of this Agreement for four years.

The RTA will indemnify, defend and hold harmless the County, its officials, directors, officers, 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 RTA, its corporate authorities, employees, agents and assigns in the performance of this Agreement. The RTA will appear and defend all suits brought upon all such claims, demands, actions and proceedings and shall pay all costs and expenses incidental thereto. The indemnification obligation contained in this paragraph will survive termination or expiration of this Agreement for four years.

Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the County, under this paragraph or any paragraph in this Agreement, must be the State's Attorney. The County's participation in its defense shall not remove the RTA's duty to indemnify, defend, and hold the County harmless, as set forth above.

The COUNTY and RTA do not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or the RTA, under the law.

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 the RTA, the County, the Consultant, or the members of the Committee, as is appropriate and necessary) without prior written approval by the RTA, except to the extent required by law, including, without limitation, the Freedom of Information Act (5 ILCS 140/1, *et seq.*).

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, the County 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.

f. Non-liability of Public Officials.

No official, employee or agent of the RTA or the County 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 County's or the RTA's execution or attempted execution 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/or amendments to any such exhibits or documents entered into, as long as each new exhibit is agreed upon by both Parties or their designees. The County's designee shall be the Director of Transportation and the RTA's designee shall be the _____ *(insert title, not name since employees leave over time)* 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. In the event of an agreed upon assignment by the Parties, any new Party shall provide its designated designee to the other Party at the time of the assignment.

j. Cooperation.

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

k. Assignment.

Neither the RTA nor the County 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 the RTA nor the County 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 the 18th Judicial Circuit Court of DuPage

County, Illinois, and that Illinois law will be applied.

n. Third Parties.

Nothing in this Agreement is intended to create rights in any parties other than the RTA and the County. All rights and duties between the RTA and the Consultant shall be established solely by the Consultant contract for the Study and not by this Agreement

o. 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
DuPage, Illinois 60604
Attention: Robert Morris, Principal Analyst
Email: robert.morris@rtachicago.org

- (a) in the case of The County:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Attention: John Loper, Chief Transportation Planner
Email: John.loper@dupagecounty.gov

or 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 email or registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All 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.

p. Electronic or Digital Signatures.

The Parties hereby agree that this Agreement may be signed 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 electronic signatures pursuant to the Uniform Electronic Transactions Act (815 ILCS

333/1) or any successor law.

q. Appropriation

If the term of this Agreement extends beyond the current fiscal year of the RTA or the County (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 and the DuPage County Board for each subsequent year. If either Party's Board fails to make such an appropriation, either Party may terminate this Agreement and the agreement with the Consultant with no further funds due and owing the Consultant except, pursuant to the Consultant agreement, for compensation for services properly performed to the date of termination, to the extent that either or both Parties has funds available and appropriated to pay the Consultant such amount.

r. Audit and Documentation 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/or the Auditor General of the State of Illinois and the DuPage County State's Attorney; and each Party shall cooperate fully with any audit and provide full access to all relevant materials.

Section 6. Term/Termination

a. Term.

This Agreement will commence as of the date of final execution by both Parties and will continue for 24 months. This Agreement may be extended for a maximum of two additional years, for a total of 48 months, by agreement of both Parties.

b. Termination.

This Agreement may be terminated by either the RTA or the County upon ninety (90) days written notice sent to the other Party in accordance with Section 5o. of this Agreement. Following termination of this Agreement pursuant to this Section 6b., The County shall reimburse the RTA in accordance with the terms of Section 4 for any costs paid to the consultant, including termination fees.

Section 7. Relationship

The Consultant shall render services as an independent contractor and not as an employee for the County or RTA. Nothing contained in this Agreement shall be deemed

or construed to create any relationship of principal and agent or of limited or general partnership or of joint venture. Likewise, this Agreement does not create any such relationship between RTA and the County outside of that created by the Regional Transportation Authority Act (70 ILCS 3615/1 *et seq.*).

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IN WITNESS WHEREOF, the Regional Transportation Authority and the County of DuPage have caused this Agreement to be executed, as of the last date of execution set forth below, by their duly authorized officers.

COUNTY OF DUPAGE

REGIONAL TRANSPORTATION AUTHORITY

By: _____

By: _____

Name: DEBORAH A. CONROY,
Chair

Name: LEANNE P. REDDEN

Title: DuPage County Board

Title: Executive Director

Date: _____

Date: _____