

Exhibit A
Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
between
THE REGIONAL TRANSPORTATION AUTHORITY
and
THE CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT
IGA No.: CP-2025-06

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 Chicago, Illinois (“the City”), a municipal corporation and body politic created under the laws of the State of Illinois (the RTA and the City of Chicago 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 City enter into this Agreement.

The Parties to this Agreement desire to conduct an equitable transit-oriented development (ETOD) plan (“Plan”) for Chicago, Illinois. The goals of the Plan are to:

- Amplify community voices by including local residents and community-based organizations into the planning process
- Identify opportunities to deliver diverse housing types and unit mixes and expand neighborhood blocks that can support multi-family development, that preserves and expands affordability.
- Encourage the development of mixed-use buildings at key sites and near transit
- Improve walkability and multi-modal connectivity to existing transit services to increase the use of transit.
- Support and grow investment near transit that will not displace current residents or businesses, but increase vitality of the community, strengthen existing businesses, create jobs, and generate generational wealth within the community.
- Enhance the cultural vitality of the study area and provide residents with new destinations by identifying gathering spaces and areas for public arts installations/programming.
- Explore the opportunity for transit agency joint development to take advantage of underused publicly owned parcels in the study area.

- Identify opportunities to promote sustainable, accessible transportation options such as walking, biking, and shared mobility services—to increase transit ridership, reduce car dependency, and lower greenhouse gas emissions while ensuring mobility for all ages and abilities.

- Evaluate current land uses and zoning barriers and recommend zoning changes that will enhance the ability to develop mixed-use buildings at key sites and near transit that provides access to Transit Served Location benefits to increase affordable housing options.

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

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

Section 2. Execution of the Consultant Contract

The RTA shall negotiate and enter into a contract with the Consultant to develop the Plan. The contract will be in an amount not to exceed \$145,000.

Section 3. Developing the Plan

The Parties have agreed to jointly undertake this Plan and will establish a project Steering Committee (the “Committee”) to guide the development of the Plan. The RTA will provide project management for the Plan. The Parties and the Committee will make available relevant resources (e.g., previous plans, land use plans, zoning code, demographic data, transportation plans, demographic data, etc.) to assist the RTA and the Consultant in drafting the Plan. 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. The City will reimburse the RTA for an amount equal to the lesser of (i) \$29,00.00 and (ii) 20% of such actual costs incurred by the Consultant in developing the Plan. The RTA, after payment of the final invoice from the Consultant, will request such reimbursement from the City. The City, upon receipt of the request for reimbursement, shall honor such request by making payment to the RTA within 45 days of receipt of such request for reimbursement. The City payment shall be made from fund number 026.0100.P542005.0140.220140.

In the event the actual costs incurred by the Consultant exceeds the not to exceed amount of \$145,000, the Parties acknowledge that any further reimbursement by the City will require an amendment to this Agreement and is subject to the availability of funds and their appropriation by the City Council of the City.

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. 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 City, 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.*).

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.

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.

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.

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. All rights and duties between the RTA and the Consultant shall be established solely by the Consultant contract for the Plan and not by this Agreement

n. 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: Robert Morris, Senior Analyst
Email: robert.morris@rtachicago.org
- (b) in the case of The City:
City of Chicago Department of Planning and Development
121 N LaSalle Street, Room 1000
Chicago, IL 60602
Attention: Carmen Martinez, Supervising Planner
Email: carmen.martinez@cityofchicago.org

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.

o. 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.

p. 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 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 the Authority has funds available and appropriated to pay the Consultant such amount.

q. 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 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 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 Section 5o. of this Agreement. Following termination of this Agreement pursuant to this Section 6b., The City 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 City 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 City outside of that created by the Regional Transportation Authority Act (70 ILCS 3615/1 *et seq.*).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 CHICAGO, ILLINOIS

REGIONAL TRANSPORTATION AUTHORITY

By: _____

By: _____

Name: CIERE BOATRIGHT

Name: LEANNE P. REDDEN

Title: Commissioner of Planning and Development

Title: Executive Director

Date: _____

Date: _____