

INTERGOVERNMENTAL AGREEMENT

This agreement is made as of this ____ day of _____, 2026, by and among the Chicago Transit Authority, a municipal corporation of the State of Illinois that was established pursuant to the Metropolitan Transit Authority Act, 70 ILCS 3605/1, et seq. (the “Authority”), the City of Chicago, an Illinois municipal corporation (the “City”), and the County of Cook, an Illinois body corporate and politic (the “County”).

Witnesseth

1. The City hereby agrees that, prior to December 31, 2026, and pursuant to an ordinance of the City Council of the City passed on _____, 2025 and recorded in the Journal of Proceedings of the City Council for that date at pages _____ thereof, it shall contribute to the Authority, for the Authority’s public transportation purposes, the amount of Three Million Dollars (\$3,000,000) (the “City Contribution”) from the City’s allotment of State of Illinois (“Illinois”) motor fuel tax funds.
2. The County hereby agrees that, prior to December 31, 2026, and pursuant to authority granted by the County Board of Commissioners on _____, it shall contribute to the Authority, for the Authority’s public transportation purposes, the amount of Two Million Dollars (\$2,000,000) (the “County Contribution”) from the County’s allotment of Illinois motor fuel tax funds.
3. The Authority hereby agrees that, pursuant to an ordinance of the Chicago Transit Board passed on September 15, 2010, it has the authority to accept the City Contribution and the County Contribution.
4. The Authority hereby agrees to use the City Contribution and the County Contribution for its public transportation purposes as set forth in Section 4.10 of the Regional Transportation Authority Act, 70 ILCS 3615/1.01, et seq.
5. The Authority agrees that, if Illinois audits or otherwise questions the City or the County in connection with the City Contribution or the County Contribution, the City and the County shall each have the right to audit or question the Authority to the same extent thereof.
6. The Authority agrees to indemnify the City and the County from and against repayment losses, if any, to the extent Illinois requires the repayment to it of all or any part of the City Contribution or the County Contribution.
7. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
8. The Authority, the City and the County agree to cooperate fully with one another in the implementation of this agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this agreement on the date first referenced above.

City of Chicago, an Illinois municipal corporation, acting by and through its Mayor

By: _____
Brandon Johnson
Mayor

County of Cook, an Illinois body corporate and politic

By: _____
Toni R. Preckwinkle
President

Chicago Transit Authority, a municipal corporation of the State of Illinois that was established pursuant to the Metropolitan Transit Authority Act, 70 ILCS 3606/1, et seq.

By: _____
Lester Barclay
Chairman

Approved as to form:

Assistant State's Attorney