

RESOLUTION NO. R-2019-36

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT
FOR FISCAL YEAR 2019 IN THE AMOUNT OF \$122,400 AND
EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT
WITH COOK COUNTY FOR PHASE II ENGINEERING SERVICES**

**(PROJECT: STREET IMPROVEMENTS TO WASHINGTON BOULEVARD
FROM 22ND AVENUE TO 9TH AVENUE)**

WHEREAS, the Department of Transportation and Highways of County of Cook, Illinois ("CCDOT") has approved and awarded the Village of Maywood an Invest in Cook/Connecting Cook County Grant for Fiscal Year 2019 in the amount of One Hundred Twenty-Two Thousand Four Hundred and No/100 Dollars (\$122,400.00) (the "Grant Funds"); and

WHEREAS, the Grant Funds will fund Phase II engineering services for street improvements to Washington Boulevard from 22nd Avenue to 9th Avenue (the "Project"). The Project includes asphalt street resurfacing and construction of new curb and gutter within the Project area; and

WHEREAS, the Village President and Board of Trustees of the Village of Maywood (the "Village") desire to accept the Grant Funds and to enter into an agreement entitled "Intergovernmental Agreement" with Cook County, acting by and through its CCDOT, relative to the receipt of the Grant Funds (the "Agreement"), a copy of which is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement (Exhibit "1") pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that entering into the Agreement is in the best interests of the Village, its residents, property owners, local businesses and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Village President and Board of Trustees accept the Invest in Cook/Connecting Cook County Grant for Fiscal Year 2019 in the amount of One Hundred Twenty-Two Thousand Four Hundred and No/100 Dollars (\$122,400.00), and authorize the execution of an agreement entitled "Intergovernmental Agreement" with Cook County, acting by and through its Department of Transportation and Highways ("CCDOT"), (the "Agreement") relative to receipt of the Grant Funds, a copy of which is attached hereto as Exhibit "1" and made a part hereof. The Village President and Village Clerk, or their designees, are directed and authorized to execute the Agreement, and to execute and deliver all other instruments, payments and documents that are necessary in order to receive said Grant Funds or to fulfill the Village's obligations under the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Maywood further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement. In addition, the Village Board authorizes and directs the President and Clerk, or their designees, to execute any updated version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

ADOPTED this 1st day of October, 2019 pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, K. Wellington, M. Lightford and
N. Booker

NAYS: None

ABSENT: Trustee A. Sanchez

APPROVED by me as Village President, and attested by the Village Clerk, on the 2nd day of October, 2019.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

This Resolution was published by me in pamphlet form on the 2nd day of October, 2019.

Viola Mims, Village Clerk

Exhibit "1"

Intergovernmental Agreement

(Invest In Cook/Connecting Cook County Grant for Fiscal Year 2019)

(attached)



INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT") is entered into this ____ day of _____, 2019, by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the "COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the VILLAGE OF MAYWOOD, a municipal corporation of the State of Illinois (the "VILLAGE"). The COUNTY and VILLAGE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation; and

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County's first long range transportation plan in 75 years; and

WHEREAS, *Connecting Cook County* identifies five priorities to shape the County's transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region's role as North America's freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today's investments do not preclude future innovation and growth;

- Increase investments in transportation to maintain the region's economic competitiveness; and

WHEREAS, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*; and

WHEREAS, since its creation, the Invest in Cook program has leveraged approximately \$75 million in additional federal, state and local funds; and

WHEREAS, on July 25, 2019, the COUNTY informed the VILLAGE that it had been selected for participation in the 2019 Invest in Cook Program; and

WHEREAS, the COUNTY has agreed to award the VILLAGE up to \$122,400 toward Phase II engineering costs for improvements to Washington Boulevard from 22nd Avenue to 9th Avenue, including, but not limited to, asphalt resurfacing and construction of new curb and gutter (the "PROJECT"); and

WHEREAS, the Washington Boulevard corridor serves as a key route through the Village of Maywood, as it is host to numerous schools, churches and parks, and provides a direct connection to Proviso East High School; and

WHEREAS, the PARTIES by this instrument shall determine and establish their respective responsibilities for Phase II engineering, funding and reporting of the PROJECT; and

WHEREAS, the COUNTY, by virtue of its powers as a home rule unit of government and those set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this AGREEMENT; and

WHEREAS, the VILLAGE, by virtue of its powers as a home rule unit of government and those set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT;

WHEREAS, this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. PHASE II ENGINEERING

- A. **Engineering Agreement.** The VILLAGE will enter into an agreement with a professional engineering firm to perform Phase II engineering services and/or right-of-way engineering and acquisition services for the PROJECT, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates and/or securing title commitments, plats, legal descriptions, appraisals, review appraisals and negotiation services for any right-of-way and/or easements required for the PROJECT. The VILLAGE will forward a copy of the Phase II engineering agreement to the COUNTY within 14 calendar days of execution.
- B. **Consultant Selection.** Because the VILLAGE anticipates using federal Surface Transportation Program funds for Phase II engineering services, the VILLAGE must use Qualifications-Based Selection (QBS) procedures in selecting its consultant. The QBS procedures must comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions set forth in 40 U.S.C. § 1101 et seq. and 23 CFR Part 172.
- C. **Deliverables.** The VILLAGE or its consultant must submit the construction plans, specifications, special provisions and cost estimates to the COUNTY at the following stages of plan preparation:
- 60% - Preliminary
- 100% - Final
- D. **County Review.** The COUNTY will review the construction plans, specifications, special provisions and cost estimates within 14 calendar days of receipt thereof. If the VILLAGE does not receive comments from the COUNTY within this time

period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed an approval of the plans and specifications. Approval by the COUNTY means that the plans and specifications are in conformance with this AGREEMENT. In the event of disapproval, the COUNTY will detail in writing its objections to the proposed plans and specifications for review and consideration by the VILLAGE.

- E. **Disputes.** The PARTIES will work cooperatively to address and resolve any review comments and/or objections raised by the COUNTY. Any dispute(s) concerning the plans and specifications shall be resolved in accordance with Section V of this AGREEMENT.
- F. **Lead Agency.** The VILLAGE agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- G. **County Permits.** The COUNTY will grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to the VILLAGE and/or its agents, without charge of permit fees to the VILLAGE. Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.
- H. **Submittals.** All submittals required of the VILLAGE under this section of the AGREEMENT must be directed by electronic mail to the DEPARTMENT's Bureau Chief of Design at Noel.Basquin@cookcountyil.gov.

II. SCHEDULE AND TERMINATION

- A. **Notice to Proceed.** Execution of this AGREEMENT by the PARTIES shall be deemed a "Notice to Proceed" for the VILLAGE to commence work on the PROJECT.
- B. **Schedule.** Phase II engineering services for the PROJECT must be completed within 24 months from the Effective Date of this AGREEMENT, as defined in Section VII (I) below.

- C. **Inactivity.** This AGREEMENT and the covenants contained herein shall become null and void in the event that the Phase II engineering agreement is not awarded within one year subsequent to the Effective Date of this AGREEMENT, as defined in Section VII (I) below.
- D. **Suspension or Early Termination.** Subject to Section VI below, the VILLAGE agrees that, if the COUNTY determines that the VILLAGE has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant PROJECT milestones or objectives, or is in default under any of the provisions of this AGREEMENT, whether due to failure or inability to perform or any other cause whatsoever, the COUNTY, after written notification to the VILLAGE of said non-compliance or default and failure by the VILLAGE to correct said violations within 60 calendar days, may:
1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or;
 2. demand refund of any funds disbursed to the VILLAGE;
 3. deduct any refunds or repayments from any funds obligated to, but not expended by the VILLAGE, whether from this or any other project;
 4. temporarily withhold cash payments pending correction of deficiencies by the VILLAGE or more severe enforcement action by the COUNTY;
 5. disallow all or part of the cost of the activity or action not in compliance;
 6. take other remedies legally available; or
 7. take appropriate legal action.
- E. **Termination.** This AGREEMENT terminates upon completion of Phase II engineering services for the PROJECT and final reimbursement by the COUNTY, or December 31, 2023, whichever date is earlier.

- F. **Extensions.** The Superintendent of the DEPARTMENT or his or her designee(s) may extend in writing any deadline(s) imposed by this section, including, but not limited to, the termination date of the AGREEMENT.

III. FINANCIAL

- A. **Cost Estimate.** The total estimated cost of Phase II engineering services for the PROJECT is \$408,000.
- B. **Village Cost Participation.** The VILLAGE agrees to pay all actual Phase II engineering costs for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.
- C. **County Cost Participation.** The COUNTY agrees to reimburse the VILLAGE for 20% of actual Phase II engineering costs for the PROJECT (the "COUNTY'S SHARE"), up to a total maximum contribution of \$122,400 (the "MAXIMUM CONTRIBUTION").
- D. **Initial Payment.** The COUNTY agrees that upon award of the Phase II engineering agreement for the PROJECT and receipt of an invoice from the VILLAGE, the COUNTY will make an initial payment to the VILLAGE in the amount of \$61,200. This amount represents 50% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- E. **Second Payment.** The COUNTY agrees that upon receipt of the preliminary construction plans, specifications, special provisions and cost estimates for the PROJECT and an invoice from the VILLAGE, the COUNTY will make a second payment to the VILLAGE in the amount of \$30,600. This amount and the initial payment to the VILLAGE represent 75% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- F. **Final Reimbursement.** The COUNTY agrees that upon receipt of an invoice from the VILLAGE following completion of Phase II engineering services for the PROJECT, the COUNTY will make a final payment to the VILLAGE for the balance of the COUNTY'S SHARE under this AGREEMENT. The amount of the final payment will be based on the actual cost of Phase II engineering services for the PROJECT and will reflect the COUNTY's prior payments to the VILLAGE. In the

event that the prior payments made to the VILLAGE by the COUNTY exceed the COUNTY'S SHARE under this AGREEMENT, the COUNTY may require the VILLAGE to return any or all excess funds.

G. **Final Reimbursement Documentation.** In order to receive final reimbursement from the COUNTY, the VILLAGE must submit the following documentation along with the final invoice:

1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Design, including the name of the PROJECT and its associated section number;
2. a copy of all cancelled check(s) paid to the consultant(s) (or a copy of the associated bank ledgers reflecting the payment(s)), or a letter(s) from the consultant(s) confirming payment was received for the service(s) rendered; and
3. a copy of all associated invoice(s) submitted to the VILLAGE by the consultant(s) for the service(s) rendered.

H. **Insufficient Documentation.** If the documentation submitted by the VILLAGE for final reimbursement is reasonably deemed by the COUNTY as not sufficiently documenting the work completed, the COUNTY may require further records and supporting documents to verify the amounts, recipients, and uses of all funds invoiced pursuant to this AGREEMENT.

I. **Ineligible Expenditures.** It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the VILLAGE for any expenditures that are:

1. contrary to the provisions of this AGREEMENT;
2. not directly related to carrying out Phase II engineering services for the PROJECT;
3. not paid by the VILLAGE or its consultant(s);

4. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
 5. incurred without the consent of the COUNTY after written notice of suspension or termination of any or all of the COUNTY's obligations under Section II (D) this AGREEMENT; and
 6. in excess of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- J. **Supplemental or Substitute Work.** Either PARTY may request, after the Phase II engineering agreement is awarded by the VILLAGE, that supplemental or costlier substitute work be added to the agreement's scope of work. The VILLAGE will cause said supplemental or substitute work to be added to the agreement, provided that said work will not unreasonably delay the PROJECT schedule. Whichever PARTY requested or caused said supplemental or costlier substitute work shall pay for the cost increases of said work in full.
- K. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT A.

IV. REPORTING

- A. **Quarterly Performance Reports.** The VILLAGE must submit quarterly performance reports to the COUNTY no later than 30 days after the reporting period as determined by the COUNTY. Quarterly performance reports must include the following information:
1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Strategic Planning and Policy, including the name of the PROJECT and its associated section number;
 2. an estimate of the percentage of Phase II engineering work completed for the PROJECT;

3. a statement indicating whether Phase II engineering work for the PROJECT is on, behind or ahead of schedule;
 4. a record of Phase II engineering activities and expenditures to date and for the current reporting period;
 5. a forecast of quarterly Phase II engineering activities and expenditures for the remainder of the PROJECT;
 6. any significant changes to the PROJECT schedule.
- B. **Use of Reports.** The COUNTY will use quarterly performance reports to compare the rate of the VILLAGE's actual expenditures to the planned amounts in the approved PROJECT budget (EXHIBIT A) and to track Phase II engineering activities against the approved milestones in the PROJECT schedule, which is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT B.
- C. **Extensions.** The VILLAGE may request to extend the due date of any quarterly performance report and the COUNTY will reasonably consider any such requests.
- D. **Final Performance Report.** The VILLAGE must submit a final performance report with its request for final reimbursement. The final report should describe cumulative Phase II engineering activities, including a complete description of the VILLAGE's achievements with respect to the PROJECT's objectives and milestones. The COUNTY will not issue final reimbursement until the final report is submitted.
- E. **Report Format.** The VILLAGE shall use whatever forms or documents are required for use by the COUNTY in submitting the quarterly and final performance reports.
- F. **Failure to Report.** The VILLAGE understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.
- G. **Submittals.** All quarterly and final performance reports, and any requests for extension, shall be directed to the DEPARTMENT's Bureau Chief of Strategic

Planning and Policy by electronic mail delivery at
maria.chocaurban@cookcountyil.gov.

V. DISPUTE RESOLUTION

- A. **Negotiation.** If a dispute arises between the COUNTY and the VILLAGE concerning this AGREEMENT, the PARTIES will first attempt to resolve the dispute by negotiation. Each PARTY will designate persons to negotiate on their behalf. The PARTY contending that a dispute exists must specifically identify in writing all issues and present it to the other PARTY. The PARTIES will meet and negotiate in good faith in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, signed by the PARTIES, which will be binding upon the PARTIES. If necessary, the PARTIES will execute an addendum to this AGREEMENT. Each PARTY will bear its own costs, including attorneys' fees, incurred in all proceedings in this section. If the PARTIES do not resolve the dispute through negotiation, either PARTY may pursue other remedies under Section V (B) below to enforce the provisions of this AGREEMENT.
- B. **Remedies.** In any action with respect to this AGREEMENT, the PARTIES are free to pursue any legal remedies at law or in equity. Each and every one of the rights, remedies, and benefits provided by this AGREEMENT shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law. Each PARTY will bear its own costs, expenses, experts' fees, and attorneys' fees, incurred in all litigation arising under this AGREEMENT.
- C. **Venue and Applicable Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purpose of any litigation relative to this AGREEMENT and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.

VI. FORCE MAJEURE

- A. **Excuse from Performance.** Neither PARTY will be liable in damages to the other PARTY for delay in performance of, or failure to perform its obligations under this AGREEMENT, if such delay or failure is caused by a Force Majeure Event as defined in Section VI (B) below. If a PARTY cannot perform under this AGREEMENT due to the occurrence of a Force Majeure Event, then the time period for performance of the PARTY under this AGREEMENT shall be extended by the duration of the Force Majeure Event.
- B. **Force Majeure Event.** A “Force Majeure Event” means an event not the fault of, and beyond the control of the PARTY claiming excuse, which makes it impossible or extremely impracticable for such PARTY to perform the obligations imposed on it by this AGREEMENT, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include, but are not limited to:
1. an “Act of God,” such as an earthquake, flood, fire, Lake Michigan seiche, tornado, earth movement, or similar catastrophic event;
 2. an act of terrorism, sabotage, civil disturbance or similar event;
 3. a strike, work stoppage, picketing, or similar concerted labor action; and
 4. an order or regulation issued by a federal or state regulatory agency after the Effective Date of this AGREEMENT, or a judgment or order entered by a federal or state court after the Effective Date of this AGREEMENT.

A Force Majeure Event does not include a change in economic or market conditions or a change in the financial condition of either PARTY to this AGREEMENT.

- C. **Notice.** The PARTY claiming a Force Majeure Event excuse must deliver to the other PARTY a written notice of intent to claim excuse from performance under this AGREEMENT by reason of a Force Majeure Event. Notice required by this section must be given promptly in light of the circumstances. Such notice must describe the Force Majeure Event, the services impacted by the claimed event,

the length of time that the PARTY expects to be prevented from performing, and the steps that the PARTY intends to take to restore its ability to perform its obligations under this AGREEMENT.

VII. GENERAL CONDITIONS

- A. **Authority to Execute.** The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.
- D. **Conflicts of Interest.** The VILLAGE understands and agrees that no director, officer, agent or employee of the VILLAGE may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any Exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.

- F. **Counterparts.** This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 19-IICRD-08-PV. The VILLAGE shall include COUNTY section number 19-IICRD-08-PV on all PROJECT-related submittals, including, but not limited to, emails, correspondence and invoices.
- H. **Designation of Representatives.** Not later than 14 calendar days after the Effective Date of this AGREEMENT, as defined in Section VII (I) below, each PARTY shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- I. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT, which date shall be inserted on the first page of this AGREEMENT. This AGREEMENT shall become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.
- J. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written or oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.
- K. **Indemnification.** The VILLAGE shall indemnify, defend and hold harmless the COUNTY and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements or judgements, caused by the

negligent acts, omissions or willful misconduct of the VILLAGE, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.

- L. **Modification.** This AGREEMENT may only be modified by a written instrument executed by the Superintendent of the DEPARTMENT and an authorized representative of the VILLAGE.
- M. **No Individual or Personal Liability.** The PARTIES agree that the actions taken in regard to and the representations made by each respective PARTY in this AGREEMENT and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any PARTY will incur personal liability in conjunction with this AGREEMENT.
- N. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to benefit any person, entity or municipality not a PARTY to this AGREEMENT, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any PARTY hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the PARTIES hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other PARTY hereto.
- O. **Notices.** Unless otherwise specified, all written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY: John Yonan, P.E., Superintendent
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: john.yonan@cookcountyil.gov

To the VILLAGE: Edgar Lara
Village of Maywood
40 W. Madison Street
Maywood, IL 60153
E-mail: elara@maywood-il.org

- P. **Project Location.** A map showing the PROJECT limits is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT C.
- Q. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- R. **Records Maintenance.** The VILLAGE shall maintain during the term of this AGREEMENT and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules, if applicable.
- S. **Reviews and Audits.** The VILLAGE will give the COUNTY access to all books, accounts, records, reports, files, and other papers pertaining to the administration, receipt and use of COUNTY funds to necessitate any reviews or audits.
- T. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- U. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or

unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

V. **Timely Review and Approval.** Wherever in this AGREEMENT approval or review by either the COUNTY or the VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.

W. **Waiver of Default.** The failure by the COUNTY or the VILLAGE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or VILLAGE unless such provision is waived in writing.

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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF MAYWOOD:

Toni Preckwinkle
President
Cook County Board of Commissioners

Edwenna Perkins
Village President

This ____ day of _____, 2019

This ____ day of _____, 2019

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

By: _____
Assistant State's Attorney

EXHIBIT A

Funding Breakdown

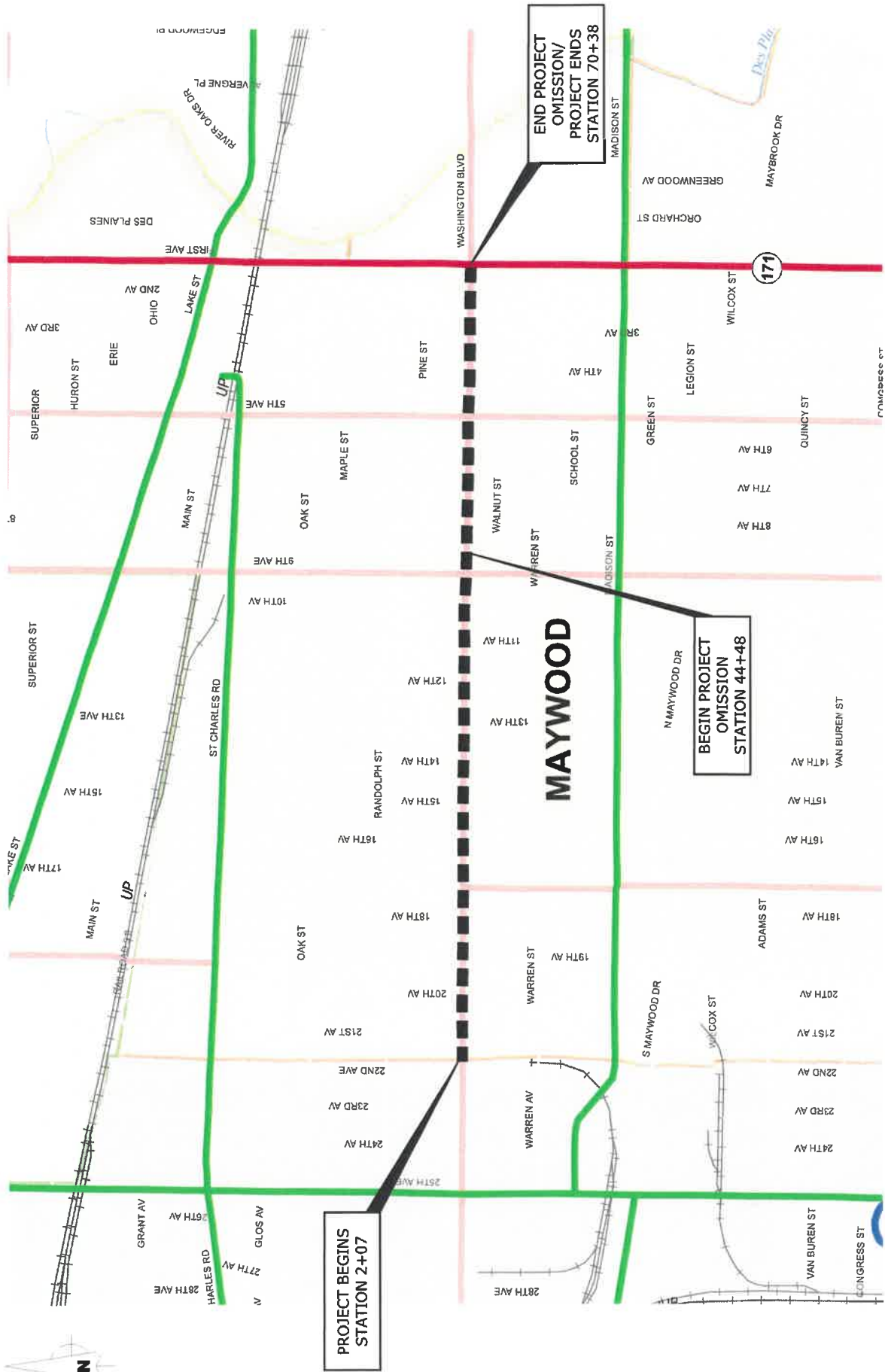
ITEM	TOTAL ESTIMATED COST	VILLAGE SHARE	COUNTY SHARE
Phase II Engineering	\$408,000	80%	20% (up to \$122,400)

EXHIBIT B

Project Schedule

Phase/Milestone	Anticipated Schedule
QBS Consultant Selection for Phase II Engineering	September 2019
Submit Phase II Engineering Agreement to IDOT	October 2019
Initiate ROW Acquisition Process	November 2019
Begin Phase II Engineering	March 2020
Anticipated ROW Approval	January 2021
IDOT Construction Letting	March 2021
Begin Construction	May 2021
Complete Construction	December 2021

EXHIBIT C



LOCATION MAP WASHINGTON BOULEVARD VILLAGE OF MAYWOOD

- LEGEND**
- OTHER PRINCIPAL ARTERIAL
 - MINOR ARTERIAL
 - MAJOR COLLECTOR
 - PROPOSED IMPROVEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2019-36

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT
FOR FISCAL YEAR 2019 IN THE AMOUNT OF \$122,400 AND
EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT
WITH COOK COUNTY FOR PHASE II ENGINEERING SERVICES**

**(PROJECT: STREET IMPROVEMENTS TO WASHINGTON BOULEVARD
FROM 22ND AVENUE TO 9TH AVENUE)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 1st day of October, 2019, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 1st day of October, 2019.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, K. Wellington, M. Lightford and
N. Booker

NAYS: None

ABSENT: Trustee A. Sanchez

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 2nd day of October, 2019.

Viola Mims, Village Clerk

[SEAL]