

RESOLUTION NO. R-2020-06

**A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL COST-SHARING AGREEMENT
FOR THE WEST REGIONAL ENTERPRISE ZONE**

WHEREAS, the State of Illinois has enacted the “Illinois Enterprise Zone Act” (the “Act”), 20 ILCS 655/1 et al., to alleviate distressed economic conditions in certain depressed areas; and

WHEREAS, the Act permits units of local government to designate depressed areas within the boundaries of the local governments as enterprise zones for the purpose of obtaining certain state tax and regulatory incentives to encourage economic development and neighborhood revitalization; and

WHEREAS, the Villages of Maywood, Bellwood, Broadview, and Melrose Park, and the County of Cook (collectively, the “Participating Local Governments”) have cooperated in establishing an enterprise zone, known as the West Regional Enterprise Zone (the “WREZ”), which includes all or portions of land located within the Participating Local Governments. The WREZ has been established through adoption of ordinances by the Participating Local Governments, submission of an application for designation to the Illinois Department of Commerce and Economic Opportunity (“DCEO”), designation by the State, by entering into an Intergovernmental Agreement dated November 14, 2018, relative to governance, regulatory incentives, and other aspects related to the WREZ (the “Establishing IGA”), and compliance with the public hearing and other requirements of the Act; and

WHEREAS, the Establishing IGA called for, among other things, the creation of a Zone Management Board, formed and comprised of a member appointed by each Participating Local Government, to act as the governing body of the WREZ. The Zone Management Board, in turn, was to elect a chairperson, create and appoint the position of Zone Administrator, and create by-laws relative to operation of the Zone Management Board and its relations with the Zoning Administrator; and

WHEREAS, the initial appointment of the Zone Management Board members has occurred, a chairperson has been elected, a Zone Administrator has been appointed, and the Zone Management Board has or will shortly adopt by-laws relative to the operation of the Zone Management Board and its relationship with the Zone Administrator; and

WHEREAS, as authorized by 20 ILCS 655/8.2 of the Act, the Establishing IGA, and the By-Laws of the Zone Management Board, approved building projects in the WREZ will be subject to a fee of one-half percent (0.5%) of the total construction material costs to be paid to the WREZ by developers of approved building projects (hereinafter the “Zone Administration Fee”); and

WHEREAS, it is the intent of the Participating Local Governments that the WREZ utilize the Zone Administration Fees received, as well as any grant funds received or other lawful funding sources, to become self-funding. Nonetheless, the Participating Local Governments acknowledge that during the establishment of the WREZ, and at other times in the future, it is possible that start-up funds will be needed by the WREZ; and

WHEREAS, the Participating Local Governments desire to enter into an Intergovernmental Agreement (the “Cost-Sharing IGA”) intended to further define the funding of the activities of the WREZ and the cost-sharing obligations of the Participating Local Governments relative to the WREZ. A copy of

the draft Cost-Sharing IGA is attached to this Resolution as **Exhibit "1"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the attached Cost-Sharing IGA pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that entering into the Cost-Sharing IGA is in the best interests of the Village.

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 authorize the execution of the Cost-Sharing IGA, to be substantially in the form of the draft attached hereto and made a part hereof as **Exhibit "1"**. Any minor changes to the draft Agreement prior to its execution are subject to the approval of the Village Manager. The Village President and Village Clerk, or their designees, are directed and authorized to execute the Cost-Sharing IGA upon its finalization, and to execute and deliver all other instruments and documents that are necessary in order to fulfill the Village's obligations under the Cost-Sharing IGA.

SECTION 3: This Resolution shall be effective from and after its passage and approval as provided by law.

ADOPTED this 17th day of March, 2020, pursuant to a roll call vote as follows:

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

NAYS: None

ABSENT: Trustee M. Lightford

APPROVED by me this 17th day of March, 2020 and attested to by the Village Clerk this same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Exhibit "1"

COST-SHARING IGA:

**INTERGOVERNMENTAL COST-SHARING AGREEMENT FOR
THE WEST REGIONAL ENTERPRISE ZONE**

(attached)

DRAFT 3-18-2020
FOR REVIEW BY THE PARTICIPATING LOCAL GOVERNMENTS and WREZ

**INTERGOVERNMENTAL COST-SHARING AGREEMENT FOR
THE WEST REGIONAL ENTERPRISE ZONE**

This Intergovernmental Cost-Sharing Agreement for the West Regional Enterprise Zone ("Agreement") is made and entered into this ____ day of _____, 2020, by and between the Village of Maywood ("Maywood"), the Village of Bellwood ("Bellwood"), the Village of Broadview ("Broadview), the Village of Melrose Park ("Melrose Park"), and the County of Cook ("Cook County") for the purpose of addressing the allocation and sharing of costs related to the start-up and operation of the West Regional Enterprise Zone. Maywood, Bellwood, Broadview, Melrose Park, and Cook County are hereinafter referred to collectively as the "Participating Local Governments."

RECITALS:

WHEREAS, the State of Illinois has enacted the "Illinois Enterprise Zone Act" (the "Act"), 20 ILCS 655/1 et al., to alleviate distressed economic conditions in certain depressed areas; and

WHEREAS, the Act permits units of local government to designate depressed areas within the boundaries of the local governments as enterprise zones for the purpose of obtaining certain state tax and regulatory incentives to encourage economic development and neighborhood revitalization; and

WHEREAS, the Participating Local Governments have cooperated in establishing an enterprise zone, known as the West Regional Enterprise Zone (the "WREZ"), which includes all or portions of land located within the Participating Local Governments. The WREZ has been established through adoption of ordinances by the Participating Local Governments, submission of an application for designation to the Illinois Department of Commerce and Economic Opportunity ("DCEO"), designation by the State, by entering into an Intergovernmental Agreement dated September 4, 2018, relative to governance, regulatory incentives, and other aspects related to the WREZ (the "Establishing IGA"), and compliance with the public hearing and other requirements of the Act; and

WHEREAS, the Establishing IGA called for, among other things, the creation of a Zone Management Board, formed and comprised of a members appointed by each Participating Local Government, to act as the governing body of the WREZ. The Zone Management Board, in turn, was to elect a chairperson, create and appoint the position of Zone Administrator, and create by-laws relative to operation of the Zone Management Board and its relations with the Zoning Administrator.

WHEREAS, the initial appointment of the Zone Management Board members has occurred, a chairperson has been elected, a Zone Administrator has been appointed, and the Zone Management Board has or will shortly adopt by-laws relative to the operation of the Zone Management Board and its relationship with the Zone Administrator; and

WHEREAS, as authorized by 20 ILCS 655/8.2 of the Act, the Establishing IGA, and the By-Laws of the Zone Management Board, approved building projects in the WREZ will be subject to a fee of one-half percent (0.5%) of the total construction material costs to be paid to

the WREZ by developer's of approved building projects (hereinafter the "Zone Administration Fee"); and

WHEREAS, it is the intent of the Participating Local Governments that WREZ utilize the Zone Administration Fees received, as well as any grant funds received or other lawful funding sources, to become self-funding. Nonetheless, the Participating Local Governments acknowledge that during the establishment of the WREZ, it is possible that start-up funds will be needed by the WREZ. It is also agreed that to the extent the WREZ is not self-funding in any fiscal year that the Participating Local Governments will share equally in the administrative and operational costs of the WREZ that are not covered by WREZ funds in accordance with the terms of this Agreement; and

WHEREAS, this Agreement is intended to further define the funding of the activities of the WREZ and the cost-sharing obligations of the Participating Local Governments relative to the WREZ; and

WHEREAS, the Participating Local Governments have taken all necessary corporate actions to authorize the approval of this Agreement. This Agreement is authorized and entered in accordance with applicable State laws, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and other good and valuable consideration, the Participating Local Governments agree as follows:

Section 1. Incorporation: The above Recitals are incorporated by reference as material terms of this Section 1.

Section 2. Cost Sharing Matters:

A. A draft estimated budget for the start-up of initial WREZ operations and costs for the first year of the WREZ shall be submitted by the Zone Administrator to the Zone Management Board for review and approval. Once the Zone Management Board has finalized the budget for the initial WREZ operations and costs for the first year of the WREZ, the final version shall be sent to the Participating Local Governments' Managers/Administrators/Chiefs of Staff for approval under a recommendation of the Zone Management Board. A copy of the final version of the approved budget for start-up of initial WREZ operations and costs for the first year of the WREZ, as approved by the Participating Local Governments, shall be attached to this Agreement as **Exhibit "A"** and made a part hereof.

B. At the first meeting of the Zone Management Board in each calendar year subsequent to the approval date of this Agreement, the Zone Administrator shall submit for review and approval by the Zone Management Board a draft estimated budget for administration and operation of the WREZ for the calendar year and an accounting of the WREZ expenses reimbursable for the preceding calendar. The budget approved by the Zone Management Board shall include an amount for Zone Administrator and Assistant Zone Administrator (if any) salary and benefits. The Zone Administrator shall present quarterly financial reports relative to budgeted items to the Zone Management Board. The budget may be

amended, with a majority approval of the Zone Management Board, from time-to-time, during the calendar year. Other than when necessary for personnel costs related to zone administration, the Zone Administrator shall not incur costs in excess of those previously approved in the budget or amended budget for the applicable calendar year. Once the Zone Management Board has finalized a budget for a particular year, the final version shall be sent to the Participating Local Governments Managers/Administrators/Chiefs of Staff for approval under a recommendation of the Zone Management Board.

C. While it is the intent of the Participating Local Governments that WREZ utilize the Zone Administration Fees received, as well as any grant funds received or other lawful funding sources, to be self-funding, the Parties acknowledge that during the initial year of WREZ operations, the Zone Administration Fees and funding received from other sources may not be sufficient cover the costs of administration and operation of the WREZ. Accordingly, the Participating Local Governments agree to share equally in the cost of initially funding the WREZ by providing, within thirty (30) calendar days of the effective date of this Agreement, initial funding for the WREZ in the following amounts: Maywood - \$10,000.00; Bellwood – \$10,000.00; Broadview - \$10,000.00; Melrose Park - \$10,000.00 and Cook County - \$10,000.00. At the end of Year 5 of the operation of the WREZ (December 31, 2025), upon request of one or more of the Participating Local Governments, the Zone Management Board shall, assuming sufficient funds are available in WREZ accounts to reimburse all of the Participating Local Governments, approve at one of its meetings the reimbursement request of any Participating Local Government of its initial funding payment of \$10,000.00.

D. While it is the intent of the Participating Local Governments that the WREZ utilize the Zone Administration Fees received, as well as any grant funds received or other lawful funding sources, to be self-funding, the Parties acknowledge that during the initial year of WREZ operations, and during future years, the Zone Administration Fees and funding received from other sources may not be sufficient cover the costs of administration and operation of the WREZ. Accordingly, the Participating Local Governments agree, during periods where the initial funding provided for above in C., and Zone Administration Fees and funding received from other sources is not sufficient to cover the costs of administration and operation of the WREZ, to share equally in the cost of the administration and operation of the WREZ on the following basis: Cook County - 20%, Maywood 20%; Bellwood – 20%; Broadview – 20%; Melrose Park – 20% (collectively, the “Shared Costs”).

E. The Shared Costs include, but are not limited to, reimbursement of the salary and employment benefits and Assistant Zone Administrator, if any, costs related to the hiring, training and employment of an Assistant Zone Administrator, if any, reasonable, documented WREZ-related expenses incurred by the Zone Administrator and Assistant Zone Administrator, consultant costs, if any, costs such as development of the initial brand, logo, website, business outreach and other materials related to the WREZ, association membership fees, other administrative costs related to the WREZ, financing activities promoting and otherwise benefitting the WREZ, such as paying for job fairs related to projects within the WREZ, and for promotional expenses related to the WREZ, including but not limited to radio, digital, web and newspaper-based promotion.

F. The employer (one of the Participating Local Governments) of the Zone Administrator and the Assistant Zone Administrator (if any) shall pay the regular annual salary and employment benefits or hourly compensation as agreed to by the employer and the Zone Administrator and the Assistant Zone Administrator (if any). The Zone Administrator and the Assistant Zone Administrator may be a full-time employee or a part-time employee. The Zone

Administrator and Assistant Zone Administrator, if any, shall document in writing the percentage of his or her time devoted to the duties of administering the WREZ by completing daily timesheets or a monthly calendar with daily entries that itemize all activities and tasks performed relative to administering the WREZ. Failure to itemize any such activities and tasks performed relative to administering the WREZ in writing shall result in a denial of any request for reimbursement. The portion of the regular annual salary and employment benefits or hourly compensation paid by the employer to the Zone Administrator and the Assistant Zone Administrator for the performance of the WREZ administrative duties shall constitute "Shared Costs". The employer shall pay its portion of such Shared Costs by paying the regular annual salary and employment benefits or hourly compensation to the Zone Administrator and the Assistant Zone Administrator (if any). The employer shall be reimbursed for such Shared Costs related to the Zone Administrator and the Assistant Zone Administrator on a prorated equal share basis from WREZ funds, or, if sufficient WREZ funds are not available, by the other Participating Local Governments in accordance with the following terms. The employer agrees to calculate the regular annual salary and employment benefits or hourly compensation paid by the employer to the Zone Administrator and the Assistant Zone Administrator for the performance of the WREZ administrative duties and the allocated portion of such Shared Costs due and owing from each of the Participating Local Governments ("Reimbursement Amount") and shall send such Reimbursement Amount, the calculations and the supporting daily or calendar timesheet documentation to the Zone Management Board, on a quarterly basis, for payment. Within thirty (30) calendar days of receipt of a request for reimbursement issued by the employer, provided there are no objections to the employer's Reimbursement Amount, the calculations and supporting daily or calendar timesheet documentation, the Zone Management Board shall meet and approve payment of the Reimbursement Amount and direct the release of WREZ funds to the employer. To the extent there are not sufficient WREZ funds to pay the Reimbursement Amount to the employer, then each of the other Participating Local Governments (excluding the employer) shall pay their respective share of the Reimbursement Amount that is not paid with WREZ funds. All other cost associated with operation of the WREZ (i.e. consultants, contracts, memberships, equipment, etc.) shall be paid directly by the Zone Administrator out of WREZ Funds.

G. On a quarterly basis, the Zone Administrator shall calculate all of the Shared Costs under this Agreement, and shall, in the event funds on hand in WREZ accounts are not sufficient to cover such Shared Costs, send invoices to the other Participating Local Governments showing the amount of Shared Costs owed for payment of their respective equal (one fifth) share. The quarterly periods shall be (a) January 1st to March 31st; (b) April 1st to June 30th; (c) July 1st to September 30th; and (d) October 1st to December 31st. The other Participating Local Governments agree to pay their respective share of the Shared Costs to the WREZ on a quarterly basis by the 60th day following receipt of such invoice following the end of each quarter. It is agreed that the first such quarterly reimbursement shall include work performed by the Zone Administrator from the inception of the WREZ in September, 2019, for work related to set-up the WREZ.

Section 3. Other Matters:

A. The Zone Administrator and the Assistant Zone Administrator (if any) shall be employees of one of the Participating Local Governments. Angela Smith of the Village of Maywood has been appointed by the Zone Management Board as the initial WREZ Zone Administrator. The hiring of an Assistant Zone Administrator shall be agreed to by all of the Participating Local Governments. Before a Participating Local Government hires an Assistant Zone Administrator, the Zone Administrator must first prepare a recommendation that justifies

the need for the hire, including an estimate of the workload to be performed by the Assistant Zone Administrator during the current or upcoming fiscal year, and contains an financial report on the portion of the estimated salary or hourly compensation and employment benefits that will be reimbursable to the Participating Local Government that employs the Assistant Zone Administrator. The Zone Administrator's recommendation shall be presented to the Zone Management Board for its review, input and recommendation to the Participating Local Governments. If the Participating Local Government that employs the Zone Administrator declines to hire an Assistant Zone Administrator based on the recommendation of the Zone Management Board, then one of the other Participating Local Governments may decide to hire the Assistant Zone Administrator, provided all of the Participating Local Governments consent to hiring of the Assistant Zone Administrator.

B. Initially, the WREZ administrative office shall be housed within the Village of Maywood Village Hall at 40 Madison Street, Maywood, Illinois 60558. The Village of Maywood shall provide appropriate office and meeting space to the Zone Management Board, Zone Administrator, and for meetings with developers and others. The Zone Management Board may be housed in the future in any of the Participating Local Governments or at a stand alone location as recommended by the Zoning Administrator and determined and approved by the Zone Management Board.

C. No later than December 31, 2025 (the end of the fifth (5th) year of operation of the WREZ), the Zone Management Board shall assess office needs and the costs associated with housing the Zone Administrative Office, and shall make any necessary and appropriate changes or recommendations relative to same.

Section 4. General Provisions.

A. Term. This Agreement shall be in full force and effect during the legal existence of the WREZ unless duly terminated, amended, extended, renewed or revised by the mutual written agreement of the respective corporate authorities of the Participating Local Governments.

B. Notice. Any notice required by this Agreement shall be in writing and shall be served by personal delivery on the municipal/county clerk or chief administrative officer of the Participating Local Government. In lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the municipal/county clerk or chief administrative officer of the Participating Local Government. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

C. Complete Agreement. This Agreement, along with the Establishing IGA, contains the entire understanding between the Participating Local Governments relative to the subject matter of this Agreement, and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change to this Agreement shall be in writing and approved and executed by the duly authorized representatives of the Participating Local Government.

D. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be enough unless an original signature is

required by a Participating Local Government. Reproduction of this Agreement and its signatures hereon shall be the equivalent of an original copy of this Agreement.

E. Mutual Release, Hold Harmless and Waiver of Claims. Each Participating Local Government, for itself and its elected or appointed officers and officials, agents, volunteers, attorneys, engineers, representatives and/or employees agrees to waive, release, relinquish and hold harmless all of the other Participating Local Governments, and their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees, from any and all claims, actions, suits, injuries, damages, costs, expenses and liabilities each Participating Local Government has, or may have, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with entering into this Agreement or entering into any agreement or contract pursuant to this Agreement, or from the performance or termination of this Agreement.

F. Compliance With Laws. The Participating Local Governments that are party to this Agreement, in carrying out the terms and conditions of this Agreement, shall comply with all applicable federal, state and local laws, rules and regulations for the jurisdictions in which the WREZ will be located, including the following:

1. **Certification.** Each Participating Local Government and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Participating Local Government is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Participating Local Government and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that it and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor have any of the Participating Local Governments and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Participating Local Governments been so convicted nor made such an admission.

2. **Non-Discrimination.** Each Participating Local Government and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act

(775 ILCS 5/2-105(A)(4)). Each Participating Local Government certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Participating Local Government certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160).

3. **Conflict of Interest.** Each Participating Local Government represents and certifies that, to the best of its own respective knowledge: (1) no employee or agent of the Participating Local Government is interested in the business of the other Participating Local Governments or this Agreement; (2) as of the date of this Agreement, neither the Participating Local Government nor any person employed or associated by it has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Participating Local Government, nor any person employed by or associated with it shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

G. Cooperation. The Participating Local Governments enter into this Agreement in the interests of intergovernmental collaboration. As such, the Participating Local Governments agree to work in good faith to achieve the objectives of this Agreement and to mutually resolve any disputes occurring or arising out of or during the term of this Agreement. The Participating Local Governments agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

H. Failure to Enforce. The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance, nor shall it be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

I. Causes Beyond Control. No party to this Agreement shall be liable to another for failure, default or delay in performing any of its obligations hereunder, provided such failure, default or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fire; acts of public enemy; or order of court. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

- J. Reservation of Rights.** Nothing in this Agreement is intended to confer a benefit or right of enforcement upon any third party. Further, both parties specifically reserve all rights, privileges and immunities conferred upon them by law.
- K. Agency.** No party is an agent of the other parties nor shall any of the parties incur any costs, expenses or obligations on behalf of any of the other parties.
- L. Construction.** This Agreement shall be construed in accordance with the laws of the State of Illinois, and the Participating Local Governments hereby consent to the jurisdiction of the Cook County Circuit Court for any disputes relating to this Agreement.
- M. Effective Date.** The effective date of this Agreement shall be the date the last signatory signs this Agreement, which date shall be entered on page 1 hereof.
- N. Representation by the Parties.** The Participating Local Governments represent, warrant, and agree, to and with each other, that each has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement, and the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject. The Parties shall deliver to each other certified copies of all resolutions or ordinances authorizing the execution and performance of this Agreement.
- O. Severability.** If any provision of this Agreement or the application of any such provision to any Participating Local Government shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Villages of Maywood, Bellwood, Broadview and Melrose Park, and the County of Cook, have caused this Agreement to be signed on their behalf by their respective Mayor/President, on the days and year written below. Each of the Participating Local Governments has executed an original of the signatory page, which shall be attached to this Agreement and made a part hereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SIGNATORY PAGE

BY: _____ Date: _____
President
Cook County

ATTEST: _____
County Clerk

BY: _____ Date: _____
Mayor
Village of Maywood

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Mayor
Village of Bellwood

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Mayor
Village of Broadview

ATTEST: _____
Village Clerk

BY: _____ Date: _____
Mayor
Village of Melrose Park

ATTEST: _____
Village Clerk

Exhibit "A"

Final Approved Budget for Operational Cost

(to be attached following creation and approval)

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 annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2020-06

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL COST-SHARING AGREEMENT FOR THE WEST REGIONAL ENTERPRISE ZONE

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 17th day of March, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17th day of March, 2020.

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, A. Sanchez, K. Wellington and N. Booker

NAYS: None

ABSENT: Trustee M. Lightford

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 17th day of March, 2020.

Viola Mims, Village Clerk

[SEAL]