

RESOLUTION NO. R-2021- 36

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT
FOR FISCAL YEAR 2021 IN THE AMOUNT OF \$193,000, AND
EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT
WITH COOK COUNTY FOR PHASE II ENGINEERING SERVICES**

**(PROJECT: STREET IMPROVEMENTS TO 19TH AVENUE
FROM MADISON STREET TO OAK STREET)**

WHEREAS, the Department of Transportation and Highways of the County of Cook, Illinois (“CCDOT”) has approved and awarded the Village of Maywood an Invest in Cook/Connecting Cook County Grant for Fiscal Year 2021 in the amount of One Hundred Ninety-Three Thousand and No/100 Dollars (\$193,000.00) (the “Grant Funds”); and

WHEREAS, the Grant Funds will fund Phase II engineering services for street improvements to 19th Avenue from Madison Street to Oak Street (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 2021 in the amount of One Hundred Ninety-Three Thousand and No/100 Dollars (\$193,000.00), 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 Village President and Village 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 and approval in the manner provided by law.

ADOPTED this 21st day of September, 2021 pursuant to a roll call vote as follows:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford,
A. Peppers and I. Brandon

NAYS: None

ABSENT: None

APPROVED by me as Village President, and attested by the Village Clerk, on the 21st day of September, 2021.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "1"

Intergovernmental Agreement

(Invest In Cook/Connecting Cook County Grant for Fiscal Year 2021)

(attached)



INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the “AGREEMENT”), effective upon the last dated signature below, is entered into 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 “GRANTEE” or “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;

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;

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

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*;

WHEREAS, since its creation, the Invest in Cook program has leveraged over \$104 million in additional federal, state and local funds;

WHEREAS, on July 29, 2021, the COUNTY informed the VILLAGE that it had been selected for participation in the 2021 Invest in Cook Program;

WHEREAS, the COUNTY has agreed to award the VILLAGE up to One Hundred Ninety-Three Thousand Dollars (\$193,000) toward Phase II engineering costs for roadway improvements to 19th Avenue (Madison Street to Oak Street) (the "PROJECT");

WHEREAS, this collector route provides a connection between Madison Street, the Village's main east-west residential street, and St. Charles Road, its main east-west industrial route where several key industrial businesses are located;

WHEREAS, the pavement is severely deteriorated, and the curb-line drainage is in disrepair;

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

WHEREAS, the COUNTY, by virtue of its powers as 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;

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

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 agree as follows:

I. PHASE II ENGINEERING

- A. **Engineering Agreement.** The GRANTEE shall enter into an agreement with a professional engineering firm/consultant 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 GRANTEE shall forward a copy of the agreement to the COUNTY within fourteen (14) calendar days of execution.
- B. **Consultant Selection.** In awarding and administering the Phase II engineering agreement, the GRANTEE shall comply with all applicable state and federal laws and regulations.
- C. **RFP Issuance.** The COUNTY may require the GRANTEE to utilize a Qualifications-Based Selection (QBS) process in selecting its consultant. If fewer than three (3) qualified consultants submit letters of interest in response to any Request for Proposals (RFP) issued by the GRANTEE, the COUNTY may require the GRANTEE to reissue the RFP.
- D. **Deliverables.** The GRANTEE or its consultant shall submit the construction plans, specifications, special provisions and cost estimates to the COUNTY at the following stages of plan preparation:

60% - Preliminary

100% - Final

- E. **County Review.** The COUNTY shall review the construction plans, specifications, special provisions and cost estimates within fourteen (14) calendar days of receipt thereof. If the GRANTEE 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. In the event of disapproval, the COUNTY shall detail in writing its objections to the proposed plans and specifications for review and consideration by the GRANTEE.
- F. **Disputes.** The PARTIES shall 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 (I) of this AGREEMENT.
- G. **Lead Agency.** The GRANTEE agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- H. **Meetings.** The GRANTEE shall provide not less than fourteen (14) calendar days' advance written notice to the COUNTY of the PROJECT kick-off meeting, if applicable, and any public meetings or hearings as part of the PROJECT.
- I. **County Permits.** The COUNTY shall 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 GRANTEE and/or its agents, without charge of permit fees to the GRANTEE. 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.
- J. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Design
Attn: Noel Basquin, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: 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 GRANTEE to commence work on the PROJECT.
- B. **Schedule.** A schedule for the PROJECT is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT B.

- C. **Inactivity.** The COUNTY may terminate this AGREEMENT if the Phase II engineering agreement for the PROJECT is not executed by the GRANTEE within one (1) year after the Effective Date of this AGREEMENT, as defined in Section V (J) below.
- D. **Suspension or Early Termination.** Subject to Section V (L) below, the GRANTEE agrees that, if the COUNTY determines that the GRANTEE 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 GRANTEE of said non-compliance or default and failure by the GRANTEE to correct said violations within sixty (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 GRANTEE;
 3. deduct any refunds or repayments from any funds obligated to, but not expended by the GRANTEE, whether from this or any other project;
 4. temporarily withhold cash payments pending correction of deficiencies by the GRANTEE 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.** Unless extended by the DEPARTMENT's Superintendent or their designee in writing, this AGREEMENT terminates upon the COUNTY's receipt of the final construction plans, specifications, special provisions and cost estimates for the PROJECT and final reimbursement by the COUNTY, or November 30, 2026, whichever date is earlier.
- F. **Extensions.** The DEPARTMENT's Superintendent or their designee may extend in writing any deadline 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 One Hundred Ninety-Three Thousand Dollars (\$193,000).
- B. **Grantee Cost Participation.** The GRANTEE agrees to pay 100% of all actual, incurred 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 GRANTEE for 100% of all actual, incurred Phase II engineering costs for the PROJECT (the "COUNTY's SHARE"), up to a total maximum contribution of One Hundred Ninety-Three Thousand Dollars (\$193,000) (the "MAXIMUM CONTRIBUTION").

- D. **Advance Payment.** The COUNTY agrees that upon execution of the Phase II engineering agreement for the PROJECT and receipt of an invoice from the GRANTEE, the COUNTY shall make an advance payment to the GRANTEE in the amount of Ninety-Six Thousand Five Hundred Dollars (\$96,500). 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 GRANTEE, the COUNTY shall make a second payment to the GRANTEE in the amount of Forty-Eight Thousand Two Hundred Fifty Dollars (\$48,250). This amount and the advance payment to the GRANTEE represent 75% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- F. **Final Reimbursement.** The COUNTY agrees that upon receipt of the final construction plans, specifications, special provisions and cost estimates for the PROJECT and an invoice from the GRANTEE, the COUNTY shall make a final payment to the GRANTEE for the balance of the COUNTY's SHARE under this AGREEMENT. The amount of the final payment shall be based upon the actual, incurred cost of Phase II engineering services for the PROJECT and shall reflect the COUNTY's prior payments to the GRANTEE. If the prior payments made to the GRANTEE by the COUNTY exceed the COUNTY's SHARE under this AGREEMENT, the COUNTY may require the GRANTEE to return any or all excess funds.
- G. **Final Reimbursement Documentation.** In order to receive final reimbursement from the COUNTY, the GRANTEE 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. copies of all cancelled checks paid to the consultant(s) (or copies of the associated bank ledgers reflecting the payments), or a letter(s) from the consultant(s) confirming payment was received for the service(s) rendered; and
 3. copies of all associated invoices submitted to the GRANTEE by the consultant(s) for the service(s) rendered.
- H. **Insufficient Documentation.** If the documentation submitted by the GRANTEE 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 GRANTEE 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. for actually acquiring the right-of-way and/or easements necessary to construct the PROJECT, as opposed to right-of-way engineering and acquisition services;
 4. not paid by the GRANTEE or its consultant(s);
 5. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;

6. 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) of this AGREEMENT; and/or
 7. 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 GRANTEE, that supplemental or costlier substitute work be added to the agreement's scope of work. The GRANTEE will cause said supplemental or substitute work to be added to the agreement, provided that said work shall not unreasonably delay the PROJECT schedule. Unless otherwise agreed to by the PARTIES in writing, 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 as EXHIBIT A.
- L. **Submittals.** All submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Design
Attn: Noel Basquin, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Noel.Basquin@cookcountyil.gov

IV. REPORTING

- A. **Quarterly Performance Reports.** The GRANTEE must submit quarterly performance reports to the COUNTY not later than thirty (30) calendar 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 estimated 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; and
 6. any significant changes to the PROJECT schedule.
- B. **Extensions.** The GRANTEE may request to extend the due date of any quarterly performance reports and the COUNTY will reasonably consider any such requests.

- C. **Use of Reports.** The COUNTY will use quarterly performance reports to compare the rate of the GRANTEE'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 (EXHIBIT B).

- D. **Final Performance Report.** The GRANTEE 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 GRANTEE'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 GRANTEE 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 GRANTEE 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 submittals required of the GRANTEE under this section of the AGREEMENT shall be directed to:

Bureau Chief of Strategic Planning and Policy
Attn: Jesse Elam
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Jesse.Elam@cookcountyil.gov

V. GENERAL CONDITIONS

- A. **Authority to Execute.** The PARTIES have read and reviewed the terms of this AGREEMENT and by their signatures 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 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 GRANTEE understands and agrees that no director, officer, agent or employee of the GRANTEE 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 (2) 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 21-IICRD-06-EG. The GRANTEE shall include COUNTY section number 21-IICRD-06-EG on all PROJECT-related submittals, including, but not limited to, emails, correspondence and invoices.
- H. **Designation of Representatives.** Not later than fourteen (14) calendar days after the Effective Date of this AGREEMENT, as defined in Section V (J) 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. **Dispute Resolution.** In the event of any dispute, claim, question or disagreement arising out of the performance of this AGREEMENT, the PARTIES shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the PARTIES cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the DEPARTMENT's Superintendent shall be final.
- J. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT. This AGREEMENT shall become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.
- K. **Entire Agreement.** This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written and 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.
- L. **Force Majeure.** Neither PARTY shall be liable for any delay or non-performance of their obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.

- M. **Indemnification.** The GRANTEE 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 judgments, caused by the negligent acts, omissions or willful misconduct of the GRANTEE, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.
- N. **Modification.** This AGREEMENT may only be modified by a written instrument executed by the DEPARTMENT's Superintendent and an authorized representative of the GRANTEE.
- O. **No Individual or Personal Liability.** The PARTIES agree that the actions taken and the representations made by each respective PARTY 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.
- P. **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. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any PARTY will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.
- Q. **Notices.** Unless otherwise specified, all 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: Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Jennifer.Killen@cookcountyil.gov

To the GRANTEE: Planner/Zoning Officer
Attn: Edgar Lara *NALINI Johnson*
Village of Maywood
40 W. Madison Street
Maywood, IL 60153
E-mail: elara@maywood-il.org *NJOHNSON@MAYWOOD-IL.ORG*

- R. **Project Location.** A map showing the PROJECT limits is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT C.
- S. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- T. **Records Maintenance.** The GRANTEE shall maintain during the term of this AGREEMENT and for a period of three (3) 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.
- U. **Reviews and Audits.** The GRANTEE shall give the COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COUNTY funds under this AGREEMENT to necessitate any reviews or audits.
- V. **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.
- W. **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.
- X. **Timely Review and Approval.** Wherever in this AGREEMENT approval or review by either the COUNTY or GRANTEE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- Y. **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 purposes 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.
- Z. **Waiver of Default.** The failure by the COUNTY or GRANTEE 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 GRANTEE unless such provision is waived in writing.

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

Nathaniel George Booker
Mayor

This ____ day of _____, _____

This ____ day of _____, _____

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

RECOMMENDED BY:

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

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook
Department of Transportation and Highways

By: _____
Assistant State's Attorney

EXHIBIT A

Funding Breakdown

PHASE	TOTAL ESTIMATED COST	GRANTEE SHARE	COUNTY SHARE
Phase II Engineering	\$193,000	Balance	100% (up to \$193,000)

	Description	Date
Milestone 1	Village Approve IGA	10/19/2021
Milestone 2	Cook County Approve IGA	11/23/2021
Milestone 3	Village Approve Engineering Agreement	12/21/2021
Milestone 4	Kickoff Meeting with IDOT	02/15/2022
Milestone 5	Initiate Plan Design - Paving and Utility	04/01/2022
Milestone 6	Utility Coordination	05/01/2022
Milestone 7	MOT Plan / Detour Coordination	06/01/2022
Milestone 8	Quantity Takeoffs	07/01/2022
Milestone 9	70% Submittal for IDOT Review	08/01/2022
Milestone 10	Permitting Submittal	10/01/2022
Milestone 11	IDOT Revisions and Approvals	12/01/2022
Milestone 12	Final Plan Concurrence	03/01/2023
Milestone 13		
Milestone 14		
Milestone 15		



LEGEND

-  INTERSTATE
-  FREEWAY OF EXPRESSWAY
-  OTHER PRINCIPAL ARTERIAL
-  MINOR ARTERIAL
-  MAJOR COLLECTOR
-  MINOR COLLECTOR
-  LOCAL ROAD OR STREET
-  PROJECT STUDY LOCATION
-  PROJECT OMISSION

19th Avenue Village of Maywood, Illinois

EXHIBIT C

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Gwaine Dianne Williams, 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-2021- 36

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AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT
FOR FISCAL YEAR 2021 IN THE AMOUNT OF \$193,000, AND
EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT
WITH COOK COUNTY FOR PHASE II ENGINEERING SERVICES**

**(PROJECT: STREET IMPROVEMENTS TO 19TH AVENUE
FROM MADISON STREET TO OAK STREET)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 21st day of September, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 21st day of September, 2021.

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 Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford,
A. Peppers and I. Brandon

NAYS: None

ABSENT: None

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 22nd day of September, 2021.

Gwaine Dianne Williams, Village Clerk

[SEAL]