

RESOLUTION NO. R-2022-40

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT
FOR FISCAL YEAR 2022 IN THE AMOUNT OF \$161,000, AND
EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT
WITH COOK COUNTY FOR PHASE I AND PHASE II DESIGN ENGINEERING SERVICES
(Project: Prairie Path Lights and Safety Improvements
From 5th Avenue to 22nd Avenue)**

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 2022 in the amount of \$161,000.00 (the “Grant Funds”); and

WHEREAS, the Grant Funds will fund Phase I and Phase II engineering services for the Prairie Path Lighting and Safety Improvements to the Prairie Path from 5th Avenue to 22nd Avenue (the “Project”). The Project includes installation of pedestrian lighting along the Prairie Path to improve safety for pedestrians and cyclists who utilize the Prairie Path for leisure and/or commuting to work; 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, a home rule Illinois municipal corporation, have the authority to approve and enter into the attached Agreement (Exhibit “1”) pursuant to their home rule powers and contracting authority provided by Article VII (Local Government), Section 6 (Powers of Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and find that entering into the Agreement is in the best interests of the Village, its residents, property owners, 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 2022 in the amount of \$161,000.00, 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 final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, 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 approve the payment of all necessary funds, as described in the Agreement, and 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.

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 16th day of August, 2022 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 16th day of August, 2022.

Nathaniel George Booker, Village President

ATTEST:

Gwaine Dianne Williams, Village Clerk

Exhibit "1"

**Intergovernmental Agreement
(Invest In Cook County Grant for Fiscal Year 2022)**

(attached)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the “Agreement”) is made and entered into this _____ day of _____, 2022, 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 \$125 million in additional federal, state and local funds;

WHEREAS, on July 28, 2022, the County informed the Village that it had been selected for participation in the 2022 Invest in Cook Program;

WHEREAS, the County has agreed to award the Village up to \$161,000 toward lighting and safety improvements for the Prairie Path (the “Project”);

WHEREAS, lighting is a key safety component for people walking and biking;

WHEREAS, the Project will include lighting improvements, as well as emergency call boxes, cameras, and ADA-compliant crosswalks;

WHEREAS, this Agreement will set forth the Parties' respective responsibilities and obligations for preliminary and design 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 Village, 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 mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

• **SECTION 1. PRELIMINARY AND DESIGN ENGINEERING**

- A. Notice to Proceed. The County's execution of this Agreement will be deemed a "Notice to Proceed" for the Grantee to commence work on the Project.
- B. Engineering Agreement. The Grantee will enter into an agreement with a professional engineering firm/consultant to perform preliminary and design engineering services for the Project, including, but not limited to, preparing preliminary, pre-final and final construction plans, specifications, special provisions and cost estimates. In awarding and administering the engineering agreement, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the agreement to the County within 14 calendar days of execution.
- 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 qualified consultants submit letters of interest in response to a Request for Proposal (RFP) issued by the Grantee, the County may require the Grantee to reissue the RFP.
- D. Lead Agency. The Grantee will assume overall responsibility for the Project, including ensuring that all required permits and joint participation and/or force agreements are secured.
- E. Project Location. A map showing the Project limits is incorporated into and made a part of this Agreement and attached as Exhibit A.

- F. Schedule. A schedule for the Project is incorporated into and made a part of this Agreement and attached as Exhibit B.
- G. Meetings. The Grantee and/or its consultant will coordinate and conduct any public meetings or hearings required by the Illinois Department of Transportation (IDOT) or any other state or federal agency for the Project. The Grantee will provide not less than 14 calendar days' advance written notice to the County of the Project kick-off meeting, if applicable, and any such public meetings or hearings.
- H. Draft Project Development Reports. The Grantee will provide the County with electronic copies of any draft Project Development Reports prepared as part of the Project.
- I. Final Project Development Report. If necessary, the Grantee and/or its consultant will provide IDOT with any and all documents necessary to secure IDOT approval of a Project Development Report (PDR) for the Project. The Grantee will provide the County with one paper copy and an electronic copy of any final approved PDR.
- J. Plans and Specifications. The Grantee or its consultant will submit the construction plans, specifications, special provisions and cost estimates to the County at the following stages of plan preparation:
- 60% - Preliminary
- 100% - Final
- K. County Review of Plans and Specifications. The County will review the construction plans, specifications, special provisions and cost estimates within 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 will be reasonably considered, the lack of response will be deemed an approval of the plans, specifications, special provisions and cost estimates. In the event of disapproval, the County will detail in writing its objections to the proposed plans, specifications, special provisions and/or cost estimates for review and consideration by the Grantee.
- L. 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 construction plans, specifications, special provisions and/or cost estimates will be resolved in accordance with Section 4.I. of this Agreement.
- M. County Permits. The Grantee will apply for and the County will not unreasonably withhold any and all permits for right of access (ingress or egress) and/or temporary use of the County's property within the Project limits to the Grantee and/or its agents, without charge of permit fees to the Grantee.
- N. Submittals. All submittals required of the Grantee under this section of the Agreement must 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

With a copy to:

Assistant Superintendent
Attn: Tara Orbon, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Tara.Orbon@cookcountyil.gov

● **SECTION 2. FINANCIAL**

- A. Cost Estimate. Estimated preliminary and design engineering costs for the Project are \$161,000.
- B. Cost Participation
- i. Grantee Cost Participation. The Grantee will pay all actual preliminary and design engineering costs for the Project, subject to reimbursement by the County as described below.
 - ii. County Cost Participation. The County will reimburse the Grantee for 100% of actual preliminary and design engineering costs for the Project, up to, but not to exceed \$161,000.
- C. Reimbursement Procedures
- i. Advance Payment. Upon full execution of the engineering agreement for the Project and receipt of an invoice from the Grantee, the County will make an advance payment to the Grantee in the amount of \$80,500. This amount represents 50% of the County's maximum financial contribution under this Agreement.
 - ii. Milestone Payment. Upon receipt of the preliminary construction plans, specifications, special provisions and cost estimates for the Project and an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of \$40,250. The advance and milestone payments to the Grantee represent 75% of the County's maximum financial contribution under this Agreement.

- iii. Final Payment. Upon receipt of the final construction plans, specifications, special provisions and cost estimates for the Project and an invoice from the Grantee, the County will make a final payment to the Grantee for the balance of the County's financial obligation under this Agreement. The amount of the final payment will reflect actual design preliminary and design engineering costs for the Project and the County's prior payments to the Grantee. If the prior payments made to the Grantee by the County exceed the County's financial obligation under this Agreement, the County may require the Grantee to return any or all excess funds.

- iv. Required Documentation. In order to receive final reimbursement from the County, the Grantee must submit the following documentation along with the final invoice:
 - a. A cover letter addressed to the Department's Bureau Chief of Design, with a copy to the Assistant Superintendent, including the name of the Project and its associated section number;
 - b. Copies of all cancelled checks paid to the consultant(s) (or copies of the associated bank ledgers reflecting the payments);
 - c. Copies of all associated invoices submitted to the Grantee by the consultant(s) for the services rendered; and
 - d. A copy of the final performance report as described in Section 3.D. below.

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 under this Agreement.

- v. Ineligible Costs. The County will not reimburse the Grantee for any costs that are:
 - a. Contrary to the provisions of this Agreement;
 - b. Not directly related to carrying out engineering services for the Project;
 - c. Not paid by the Grantee or its consultant(s);
 - d. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
 - e. Incurred without the consent of the County after the County has given the Grantee written notice of suspension or termination of any or all of the County's obligations under this Agreement; and/or

f. In excess of the County's maximum financial contribution under this Agreement.

vi. Submittals. All submittals required of the Grantee under this section of the Agreement must 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

With a copy to:

Assistant Superintendent
Attn: Tara Orbon, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Tara.Orbon@cookcountyil.gov

D. Substitutions/Substitute Work. Either Party may request in writing that work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Grantee will cause said substitute work and/or materials to be included in the Project. Each Party will pay the costs of substitutions for their associated work items.

E. Additional Work. Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the Grantee will cause said additional work to be included in the Project. Additional work will be paid for by force account or agreed unit price. Each Party will pay the costs of additional work for their associated work items.

F. Funding Breakdown. A funding breakdown is incorporated into and made a part of this Agreement and attached as Exhibit C.

• **SECTION 3. REPORTING**

A. Quarterly Performance Reports. The Grantee will submit quarterly performance reports to the County not later than 30 calendar days after the reporting period as determined by the County. Quarterly performance reports must include the following information:

i. 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;

- ii. An estimated percentage of engineering work completed for the Project;
 - iii. A statement indicating whether engineering work for the Project is on, behind or ahead of schedule;
 - iv. A record of engineering activities and expenditures to date and for the current reporting period;
 - v. A forecast of quarterly engineering activities and expenditures for the remainder of the Project; and
 - vi. 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 funding breakdown for the Project (Exhibit C) and to track 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 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 Grantee submits the final performance report.
- E. Report Format. The Grantee will use whatever forms or documents are required by the County in submitting 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 must 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

- **SECTION 4. 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 is binding upon and inures to the benefit of the Parties and their respective successors and approved assigns.
- C. Compliance with Laws, Rules and Regulations. The Parties will 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 their 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 will control.
- F. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument.
- G. County Section Number. The Project is hereby designated as County section number 22-IICBP-11-ES. The Parties will include County section number 22-IICBP-11-ES on all Project-related submittals, including, but not limited to, written correspondence and invoices.
- H. Designation of Representatives. Not later than 14 calendar days after the Effective Date of this Agreement, as defined in Section 4.J. below, each Party will designate in writing a full-time representative for carrying out this Agreement. Each representative will 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 will 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 will 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 will be final.

- J. Effective Date. The Effective Date of this Agreement will be the date that the last authorized signatory signs and dates the Agreement, which date will be inserted on the first page of this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.
- K. Electronic Signatures. A signed copy of this Agreement transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- L. 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.
- M. Force Majeure. Neither Party will be liable for any delay or non-performance of its 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.
- N. Inactivity. The County may terminate this Agreement if the engineering agreement for the Project is not executed by the Grantee within one year after the Effective Date of this Agreement.
- O. Indemnification. The Grantee will 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, settlement 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.
- P. Modification. This Agreement may only be modified by a written instrument executed by the Department's Superintendent and an authorized representative of the Grantee.
- Q. 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.
- R. 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 will 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.

- S. Notices. Unless otherwise specified, all reports, notices and other communications related to this Agreement will be in writing and will 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: Acting Village Manager
Attn: James Krischke
Village of Maywood
40 Madison Street
Maywood, IL 60153
jkrischke@maywood-il.org

- T. Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.
- U. Records Maintenance. The Grantee will 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 will 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.
- V. Reviews and Audits. The Grantee will 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.
- W. Section Headings. The descriptive section and subsection headings used in this Agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions thereof.

- X. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; all other terms hereof will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will 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.
- Y. Suspension; Early Termination. Subject to Section 4.M. above, 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 60 calendar days, may:
- i. Suspend or terminate this Agreement in whole or in part by written notice, and/or;
 - ii. Demand refund of any funds disbursed to the Grantee;
 - iii. Temporarily withhold payments pending correction of deficiencies by the Grantee;
 - iv. Disallow all or part of the cost of the activity or action not in compliance; or
 - v. Take other remedies legally available.
- Z. 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, 2027, whichever date is earlier.
- AA. 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.
- BB. 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 will not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement will be deemed waived by the County or Grantee unless such provision is waived in writing.

Intergovernmental Agreement
County of Cook/Village of Maywood
Section: 22-IICBP-11-ES
2022 Invest in Cook Program

(signature page to follow)

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
Village President

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

Project Map



 Project Site

**PROJECT LOCATION MAP
2022 INVEST IN COOK APPLICATION
PRAIRIE PATH (22ND AVENUE TO 5TH AVENUE)
VILLAGE OF MAYWOOD**



PROJECT LOCATION MAP
2022 INVEST IN COOK APPLICATION
PRAIRIE PATH LIGHTING AND SAFETY IMPROVEMENTS
(5th AVENUE TO 22nd AVENUE
VILLAGE OF MAYWOOD

Project Site



Exhibit B

Project Schedule

**PRAIRIE PATH LIGHTING AND SAFETY IMPROVEMENTS
 PHASE I AND PHASE II ENGINEERING
 VILLAGE OF MAYWOOD,
 COOK COUNTY, ILLINOIS**

PROJECT MILESTONE SCHEDULE

Project Schedule	
March 2022	Invest in Cook Application submitted
July 2022	Anticipated Project Award by Cook County
August 2022	Engineering Agreement Approval
PHASE I DESIGN ENGINEERING	
September 2022	Phase I Preliminary Design Kickoff Meeting
October 2022-December 2022	Environmental Investigation, Utility Coordination, Plan Design, Lighting System Analysis, Preparation of Exhibits, Estimate of Costs
January 2023	Submittal of Phase I Project Development Report (PDR) to IDOT
March 2023	Receive IDOT Comments
April 2023	Public Meeting
May 2023	Submittal of Final PDR
June 2023	Phase I Approval granted by IDOT
PHASE II DESIGN ENGINEERING	
July 2023	Phase II Design Engineering Kickoff Meeting
August 2023-October 2023	Permit Coordination, Review of proprietary items, Maintenance of Traffic plans, Utility Plans, Lighting Plans, Site Plans, Specifications, and Final Estimate of Costs
November 2023	Initial Submittal of Plans, Specifications, and Estimates of Cost (PS&E) to IDOT
January 2024	Receive IDOT Comments
February 2024	Submittal of Final PS&E and Final Plan Concurrence granted by IDOT
April 2024	Project Letting

Exhibit C
Funding Breakdown

PHASE	GRANTEE SHARE	COUNTY SHARE
Preliminary and Design Engineering Services	Balance	100%, up to \$161,000

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-2022-40

**A RESOLUTION AUTHORIZING ACCEPTANCE OF
AN INVEST IN COOK/CONNECTING COOK COUNTY GRANT
FOR FISCAL YEAR 2022 IN THE AMOUNT OF \$161,000, AND
EXECUTION OF A RELATED INTERGOVERNMENTAL AGREEMENT
WITH COOK COUNTY FOR PHASE I AND PHASE II DESIGN ENGINEERING SERVICES
(Project: Prairie Path Lights and Safety Improvements
From 5th Avenue to 22nd Avenue)**

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 16th day of August, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of August, 2022.

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 17th day of August, 2022.

Gwaine Dianne Williams, Village Clerk

[SEAL]