

**RESOLUTION NUMBER CO-2023-28**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF MELROSE PARK AND THE VILLAGE OF MAYWOOD  
FOR THE 9TH AVENUE RESURFACING PROJECT**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to enter into the attached Cost Sharing Intergovernmental Agreement (the "Agreement"), a copy of which is attached hereto as **Exhibit "1"** and made a part hereof, with the Village of Melrose Park in order to share in the costs of making certain roadway, curb and gutter, and sidewalk improvements to the 9th Avenue right-of-way from Main Street to Chicago Avenue ("the 9th Avenue Resurfacing Project" or "Project" or "Project Area") as described in the Agreement; and

**WHEREAS**, under the Agreement, the Village of Melrose Park and the Village of Maywood agree to share all costs related to the Project, including costs for Preliminary, Design, and Construction Engineering Services, on a prorated basis as calculated on the percentage of square foot area of the 9th Avenue right-of-way located within each of the Village's respective corporate boundaries as contained within the Project Area (the "Project Cost Sharing Allocation Formula"), and agree to share all costs for construction related to roadway improvements, drainage, and public sidewalks ("Roadway Improvements") on the same said prorated basis; and agree to share all costs for work related to water mains, sanitary or combination sewers, and street lighting based on the proportional share of such work being done within the corporate boundaries of each Village; and

**WHEREAS**, Edwin Hancock Engineering Company has provided the Villages of Maywood and Melrose Park with an Engineer's Opinion of Probable Costs dated May 3, 2023 for the Project in the total amount of \$642,000.00 ("Estimated Project Costs"), a copy of which is attached to the Agreement as Exhibit "A" and made a part hereof. Based on the Project Cost Sharing Allocation Formula, Melrose Park's share of the Roadway Improvements portion of the Estimated Project Costs, excluding the portion to be paid through federal funds committed to the project, is \$87,500.00, which is based on 50% of the Project Area being located within Melrose Park's corporate boundaries, and Maywood's share of the roadway improvements portion of the Estimated Project Costs is \$87,500.00, which is based on 50% of the Project Area being located within Maywood's corporate boundaries; and

**WHEREAS**, the Villages' respective shares of costs relating to water mains, sanitary or combination sewers, and street lighting are currently undetermined and subject to each Village determining and directing that such work be added to the scope of the Project; and

**WHEREAS**, under the Agreement, the Village of Melrose Park will serve as the lead local agency for this Project for purposes of preparation of design and construction engineering documents and bidding specifications, bidding and awarding the construction contract for the Project, construction management oversight services, oversight of collection of lien waivers, signed contractor sworn statements and affidavits (or certified schedule of values), progress and final payments to the contractor(s), punchlist preparation and acceptance and closeout activities for the Project; and

**WHEREAS**, Melrose Park and Maywood have jointly applied for, and were awarded, federal funding assistance through the Surface Transportation Program (STP) – Local Fund to pay for the portion

of Construction and Construction Engineering costs eligible for federal participation under said Program; and

**WHEREAS**, Melrose Park and Maywood have agreed to share all of the non-federal portion of the Construction and Construction Engineering costs and all of the Preliminary and Design Engineering costs for the Project; and

**WHEREAS**, by approving and entering into the Agreement, the Village of Melrose Park and the Village of Maywood have agreed to budget and appropriate adequate funds to pay for their respective portions of the Project Costs and for any extra costs incurred due to unforeseen conditions or for additional work approved by either or both Villages under change orders for the Project; and

**WHEREAS**, the corporate authorities of the Village of Melrose Park and corporate authorities of the Village of Maywood are required to vote in favor of the attached Agreement by approving a Resolution that contains the same authorizing content and is in substantially the same format as this Resolution; and

**WHEREAS**, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (**Exhibit "1"**) and to approve the expenditure of its General Funds to pay for the Village's portion of the Project Costs pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 (Powers of Home Rule Units) and 10(a) (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and finds that entering into this Agreement and completing the Project is in the best interests of the Village and its residents, and will promote the public health, safety and welfare of the residents and the general public who utilize the improved portion of 9th Avenue within the Project Area.

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

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

**SECTION 2: Approval and Execution of Agreement and Other Related Documents.** The President and Board of Trustees of the Village approve and authorize the execution of the final version of the attached Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney, and further authorize and direct the Village President and Village Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement.

**SECTION 3: Approval of Financial Obligations and Other Documents.** The President and Board of Trustees of the Village agree to appropriate and authorize the expenditure of the necessary sums from the Village's General Fund for the purpose of paying the Village's portion of the costs related to the Project.

**SECTION 4: Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents.** The President and Board of Trustees of the Village authorize and direct the Village Clerk, the Village Manager or the Village Attorney, or their designees, to deliver signed duplicate originals of the

Agreement and a certified copy of this Resolution to the Village President of the Village of Melrose Park within ten (10) calendar days of approval of this Resolution, for execution and record retention purposes.

**SECTION 5: Effective Date.** 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 May, 2023, pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** Trustee M. Jones

**APPROVED** this 16th day of May, 2023, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

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Nathaniel George Booker, Village President

**ATTEST:**

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Gwaine Dianne Williams, Village Clerk

**Exhibit "1"**

**COST SHARING INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF MELROSE PARK AND THE VILLAGE OF MAYWOOD  
FOR THE 9TH AVENUE RESURFACING PROJECT**

(Attached)

**COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MELROSE PARK AND  
THE VILLAGE OF MAYWOOD FOR THE 9TH AVENUE RESURFACING PROJECT**

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**THIS INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 by and between the Village of Melrose Park, a home rule Illinois municipal corporation ("Melrose Park"), and the Village of Maywood, a home rule Illinois municipal corporation ("Maywood"). At times Melrose Park and Maywood are referred to below collectively as the "Parties" and each individually as a "Party."

**WITNESSETH**

**WHEREAS**, the President and Board of Trustees of the Village of Melrose Park and the President and Board of Trustees of the Village of Maywood have passed, or will concurrently pass, resolutions that approve entering into and authorized the execution of this Agreement in order to share in the costs of making certain roadway, curb and gutter, and sidewalk improvements to the 9th Avenue right-of-way from Chicago Avenue to Main Street ("the 9th Avenue Resurfacing Project" or "Project" or "Project Area") as described in more detail in Section 2(D) below; and

**WHEREAS**, Melrose Park and Maywood agree to share all costs related to the Project, including costs for Preliminary, Design, and Construction Engineering Services, on a prorated basis as calculated on the percentage of square foot area of the 9th Avenue right-of-way located within each Village's respective corporate boundaries as contained within the Project Area (the "Project Cost Sharing Allocation Formula"); and agree to share all costs for construction related to roadway improvements, drainage, and public sidewalks ("Roadway Improvements") on the same said prorated basis; and agree to share all costs for work related to water mains, sanitary or combination sewers, and street lighting based on the proportional share of such work being done within the corporate boundaries of each Village; and

**WHEREAS**, Edwin Hancock Engineering Company has provided the Villages with an Engineer's Opinion of Probable Costs dated May 3, 2023, for the Project in the total amount of \$642,000.00 ("Estimated Project Costs"), a copy of which is attached to this Agreement as **Exhibit "A"** and made a part hereof. Based on the Project Cost Sharing Allocation Formula, Melrose Park's share of the Roadway Improvements portion of the Estimated Project Costs, excluding the portion to be paid through federal funds committed to the project, is \$87,500.00, which is based on 50% of the Project Area being located within Melrose Park's corporate boundaries, and Maywood's share of the roadway improvements portion of the Estimated Project Costs is \$87,500.00, which is based on 50% of the Project Area being located within Maywood's corporate boundaries; and

**WHEREAS**, the Villages' respective shares of costs relating to water mains, sanitary or combination sewers, and street lighting are currently undetermined and subject to each Village determining and directing that such work be added to the scope of the Project; and

**WHEREAS**, Melrose Park and Maywood have jointly applied for, and were awarded, federal funding assistance through the Surface Transportation Program (STP) – Local Fund to pay for the portion of Construction and Construction Engineering costs eligible for federal participation under said Program; said portion of federal costs being the lesser of 80% of the Construction costs or \$425,000.00 and the lesser of 80% of the Construction Engineering costs or \$51,000.00.

**WHEREAS**, Melrose Park and Maywood have agreed to share all of the non-federal portion of the Construction and Construction Engineering costs and all of the Preliminary and Design Engineering costs for the Project; and

**WHEREAS**, under the Agreement, the Village of Melrose Park will serve as the lead local agency for this Project for purposes of preparation of design and construction engineering documents and bidding specifications, bidding and awarding the construction contract for the Project, construction management oversight services, oversight of collection of lien waivers, signed contractor sworn statements and affidavits (or certified schedule of values), progress and final payments to the contractor(s), punchlist preparation and acceptance and closeout activities for the Project; and

**WHEREAS**, by approving and entering into this Agreement, Melrose Park and Maywood agree to budget and appropriate adequate funds to pay for their respective portions of the Project Costs and for any extra costs incurred due to unforeseen conditions or for additional work approved by either or both Villages under change orders for the Project; and

**WHEREAS**, Melrose Park and Maywood are authorized to approve and enter into this Agreement and to approve the expenditure of their respective funds to pay for their respective portions of the Project Costs pursuant to the statutory powers and contracting authority provided by Article VII, Sections 6 and 10 of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

**WHEREAS**, the President and Board of Trustees of the Village of Melrose Park and the President and Board of Trustees of the Village of Maywood have concluded that entering into this Agreement and sharing in the costs to complete the Project is in the best interest of the Parties and their residents, and will promote the public health, safety, and welfare of the residents and the general public who utilize the improved portion of 9th Avenue within the Project Area;

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

**SECTION 1. INCORPORATION.** Each of the above recitals are incorporated by reference as if fully set forth into this Section 1 and are material provisions of this Agreement.

**SECTION 2. OBLIGATIONS OF THE PARTIES.**

**A. Melrose Park Agrees:**

1. To pay all costs for the Preliminary and Design Engineering Services as necessary to prepare the preliminary and final Project plans, bidding documents, specifications, bid proposals, governmental submittals, and permit applications for the Preliminary and Design phases of the Project.
2. To arrange to have the Design Engineer coordinate with IDOT in handling the bidding, bid review, insurance and performance bond and material bond reviews, and evaluation of bids prior to award of the construction contract for the Project by the Parties.

3. To pay for construction management oversight services, oversight of collection of lien waivers, signed contractor sworn statements and affidavits (or certified schedule of values), issue recommendations on progress and final payments to the contractor(s), punchlist preparation and acceptance, and closeout activities for the Project.
4. To coordinate with Maywood, IDOT, and the Design Engineer for the advertisement, letting, and award of the contract for the construction of the Project.
5. To coordinate the construction schedule for the Project with Maywood, the Project Engineer and the contractor(s).
6. To pay the non-federal portion of all costs for the construction work (the "Project Construction Costs") performed under the awarded contract as requests for payment of the non-federal share of costs for the work performed are sent by IDOT and received by Melrose Park.
7. To coordinate with the Project Engineer to send periodic status reports of the construction work being performed to Maywood.
8. To send periodic, itemized invoices with copies of all requests for payment and all supporting documents (e.g. IDOT invoice to Melrose Park, contractor pay estimates, engineering invoices) to Maywood for payment of its share of such Project Costs; the invoices shall define Maywood's share and Melrose Park's share of all actually incurred Project Costs requested under each progress payment and in the final closeout payment.
9. To accept Edwin Hancock Engineering Company's Opinion of Probable Costs for the Project of \$642,000.00 ("Estimated Project Costs") (See, attached Exhibit "A") for budgeting and bidding purposes only. The actual Project Costs may be higher or lower than the Estimated Project Costs and Melrose Park agrees to pay its share of the final, actual Project Costs.
10. To share all costs related to the Project in accordance with this Agreement and the Project Cost Sharing Allocation Formula.
11. To accept Melrose Park's prorated share of the Estimated Project Costs at an estimated cost of \$87,500.00, and to further accept the Project Engineer's determination under the Project Cost Sharing Allocation Formula that 50% of the Project Area is located within Melrose Park's corporate boundaries.
12. To use Edwin Hancock Engineering Company as the Design Engineer, who shall have a separate engineering services agreement approved by both Melrose Park and Maywood.

**B. Maywood Agrees:**

1. To reimburse MELROSE PARK, within thirty (30) days of the date of the invoice, the amount of MAYWOOD's agreed share of all Project Costs for each progress payment and the final payment.
2. To cooperate with each of the obligations of Melrose Park, IDOT, the Design Engineer, the Construction Engineer, and/or the Contractor(s) to facilitate completion of the Project.
3. To accept Edwin Hancock Engineering Company's Opinion of Probable Costs for the Project of \$642,000.00 ("Estimated Project Costs") for budgeting and bidding purposes only. The actual Project Costs may be higher or lower than the Estimated Project Costs and Maywood agrees to pay its share of the final, actual Project Costs.

4. To share all costs related to the Project in accordance with this Agreement and the Project Cost Sharing Allocation Formula.
5. To accept Maywood's prorated share of the Estimated Project Costs at a cost of \$87,500.00, and to further accept the Project Engineer's determination under the Project Cost Sharing Allocation Formula that 50% of the Project Area is located within Maywood's corporate boundaries.
6. To use Edwin Hancock Engineering Company as the Design Engineer, who shall have a separate engineering services agreement approved by both Melrose Park and Maywood.

C. **The Parties Mutually Agree:**

1. The bid specifications and construction contract and performance bond and material bond shall be prepared by the Design Engineer in accordance with IDOT standards as required for utilizing federal funding, and shall be subject to legal review for content by each the Parties' counsel. Each Party shall be responsible for its own counsel fees for such legal review.
2. Upon completion of the Project, those portions of the Project Area within the respective corporate limits of each of the Parties will be maintained by the respective Party with jurisdiction.
3. This Agreement may be terminated by either Party upon thirty (30) days' written notice *if and only if* a contract for the construction of the Project is not awarded within nine (9) months of the "effective date" of this Agreement (which is the date that the final signatory executes the Agreement) or if the other Party should fail substantially to perform in accordance with the terms of this Agreement.
4. If this Agreement is terminated, each Party shall be responsible for payment of their prorated share of all actual Project Costs incurred through of the date of the notice of termination based on the Project Cost Sharing Allocation Formula.
5. Standard lines of insurance coverage (e.g., general comprehensive liability, property and casualty, damage, worker's compensation, automobile, excess coverage, additional insured status for the Villages and their past, current and future appointed and elected officials, president and trustees, directors, agents, officers, representatives, attorneys, contractors, volunteers, successors or predecessors) and minimum levels of insurance coverage for this type of Project shall be required of the selected Project contractor and its subcontractors as set forth in the bid specifications and Project contract.

- D. **Project Description:** The Project shall consist of the removal of the existing, deteriorating asphalt street pavement (approximately three inches (3") deep); removal of select portions of the subgrade aggregate stone where its compaction and integrity has been compromised, and their restoration using asphalt patches; intermittent removal and replacement of curb and gutter and driveways depending on existing condition; removal and replacement of sidewalks to meet Americans with Disabilities Act ("ADA") and Illinois Accessibility Code requirements; restoration of all parkways disturbed during construction; installation of new pavement markings; and placement of approximately three inches (3") of hot-mix asphalt binder and surface courses; all within the 9th Avenue right-of-way from Chicago Avenue to Main Street.



**SECTION 3. MISCELLANEOUS PROVISIONS.**

- A. **Notices.** Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission or email; or (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail with return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to MELROSE PARK:  
Village of Melrose Park  
Village President  
1000 North 25th Avenue  
Melrose Park, Illinois 60160  
(P): 708-343-4000

If to MAYWOOD:  
Village of Maywood  
Village Manager  
40 East Madison Street  
Maywood, Illinois 60153  
(P): 708-450-6301

With a copy to:  
Brian Miller  
Del Galdo Law Group, LLC  
1441 S. Harlem Avenue  
Berwyn, Illinois 60402  
(P): 708-222-7000

With a copy to:  
Michael T. Jurusik  
Klein, Thorpe, & Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
(P): 312-984-6432

- B. **Severance.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.
- C. **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party. The Parties agree and acknowledge that this Agreement has been approved and authorized by the legally constituted Boards of Trustees of each of the Parties by appropriate legislative action.
- D. **Modification.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which are not expressly set forth in this Agreement, except those that are specifically set forth herein.
- E. **Mutual Indemnification.** To the fullest extent permitted by law, the Parties shall indemnify, protect, defend and hold harmless each other and their past, current and future appointed and

elected officials, president and trustees, directors, agents, officers, representatives, attorneys, contractors, volunteers, successors or predecessors and any other party in any way associated therewith, and each Party's respective interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including, without limitation, orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs proximately occurring or alleged to have occurred in whole or in part in connection with the Project or this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

- F. **Breach.** In the event that either Party breaches this Agreement and the breach is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs of suit incurred by the prevailing Party. If Maywood fails to reimburse any uncontested amount due to Melrose Park pursuant to this Agreement, Maywood's failure shall constitute an automatic breach of the Agreement; in such case, Melrose Park shall additionally be owed interest on the amount of the unpaid reimbursement at the rate provided for in the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). If Melrose Park fails to pay any uncontested amount due to the contractor or Maywood pursuant to this Agreement, Melrose Park's failure shall constitute an automatic breach of the Agreement; in such case, the contractor or Maywood shall additionally be owed interest on the amount of the unpaid payment or reimbursement at the rate provided for in the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.
- G. **Headings.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
- H. **Construction And Governing Law.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state, or federal law.
- I. **Compliance With Laws.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
1. **Certification.** Each Party 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 Party 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 Party and its officers, corporate authorities, employees and agents further certify by signing this Agreement that the Party 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 has any of the Parties 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 Parties been so convicted nor made such an admission.

2. **Non-Discrimination.** Each Party 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 Party 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 Party 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. **Illinois Freedom of Information Act.** The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA.

J. **Right To Counsel.** The Parties acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. Additionally, the Parties acknowledge that they had an opportunity to and did negotiate over the terms of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate.

K. **Counterparts.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.

- L. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a party to this Agreement. Neither Party shall have the right to assign the terms of this Agreement, without the prior, written approval of the other Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
- M. **Taxes.** The Parties acknowledges that they are exempt from federal, state and county excise and transportation taxes and from the payment of Illinois Sales Tax. Each Party agrees to notify the other Parties promptly in the event of a change in its tax-exempt status.
- N. **Survival.** The indemnification provision shall survive the expiration or termination of this Agreement.
- O. **Effective Date.** The Effective Date of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement, which date shall be inserted on the first page of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date(s) set forth below and, by the authorized officers, as designated below.

APPROVED BY MELROSE PARK

APPROVED BY MAYWOOD

Acting through its  
PRESIDENT AND BOARD TRUSTEES

Acting through its  
PRESIDENT AND BOARD TRUSTEES

BY: \_\_\_\_\_  
President

BY \_\_\_\_\_  
President

Executed by MELROSE PARK upon this

Executed by MAYWOOD this

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

ATTEST:

ATTEST:

By \_\_\_\_\_  
Village Clerk

By \_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

(Seal)

(Seal)

**EXHIBIT "A"**

**Edwin Hancock Engineering Company's Opinion of Probable Costs dated May 3, 2023  
for the Project of \$642,000.00 ("Estimated Project Costs")**

**(Attached)**

**EXHIBIT "A"**  
**Engineer's Opinion of Probable Costs**

**9th Avenue - Main to Chicago**  
**Section No. 23-00144-00-RS**  
Preliminary Estimate of Cost

TIP ID: **04-20-0032**  
 Antic. Construction Year: **2024**

Date: **5/3/2023**

	<u>Total</u>	<u>Fed Share</u>	<u>Local Share</u>	<u>50% Local Share</u>
<b>ESTIMATED CONSTRUCTION</b>	<b>520,000.00</b>	<b>416,000</b>	<b>104,000</b>	<b>52,000</b>
Preliminary Engineering	15,000.00	-	15,000	7,500
Design Engineering	42,000.00	-	42,000	21,000
Construction Engineering	65,000.00	51,000	14,000	7,000
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>642,000.00</b>	<b>\$ 467,000.00</b>	<b>\$ 175,000.00</b>	<b>\$ 87,500.00</b>

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

**RESOLUTION NO. CO-2023-28**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A COST SHARING INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF MELROSE PARK AND THE VILLAGE OF MAYWOOD  
FOR THE 9TH AVENUE RESURFACING PROJECT**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 16th day of May, 2023, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 16th day of May, 2023.

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, Trustees A. Sanchez, S. Reyes-Plummer, M. Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** Trustee M. Jones

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 16th day of May, 2023.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]