INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT"), effective as of the date of 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 Bureau of Asset Management (the "BUREAU"), and the Village of Robbins, a municipal corporation of the State of Illinois (the "VILLAGE"). The COUNTY and VILLAGE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the public health, growth, and economic vitality of communities in Cook County by promoting strategic partnerships and investments in infrastructure through its Build Up Cook Program and other infrastructure programs; and

WHEREAS, the VILLAGE is located in the County of Cook, State of Illinois, and is a duly organized and existing municipality under the provisions of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws thereto, with full powers to enact ordinances for the benefits of the residents of the VILLAGE; and

WHEREAS, the County prioritized support to 26 under-resourced municipalities as identified using the 2023 Equitable Allocation Model, past County infrastructure investment, and geographic data. These municipalities include the VILLAGE; and

WHEREAS, Cook County has or will enter into agreements for the provision of guidance, education, training, technical, managerial, professional, construction, and environmental assistance as necessary for the VILLAGE to obtain funding, professional services, construction services, and other services ("Services") necessary to develop plans, designs, and implement programs all in compliance with ARPA funding for certain under-resourced communities, including and located in the VILLAGE; and

WHEREAS, the COUNTY and the VILLAGE each acknowledge TIME IS OF THE ESSENCE as there are terms and conditions that certain funding be obligated in 2024 and projects completed by December 2026 and will timely respond to the County's requests for information and commit adequate resources to satisfy its responsibilities under this AGREEMENT; and

WHEREAS, the COUNTY, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 *et seq.*, is authorized to enter into this AGREEMENT; and

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 these recitals and the mutual covenants contained herein, the PARTIES agree as follows:

PROJECT AGREEMENT, AND DELIVERABLES

A. The Recitals are incorporated into this AGREEMENT.

B. This Intergovernmental Agreement is between the Village of Robbins and Cook County.

C. Services Agreement. The COUNTY, as AGENT for the VILLAGE, will comply with procurement laws, rules, and regulations of a funding source and enter into an agreement with a qualified Services Provider(s) . The COUNTY will forward a copy of the Services Agreement to the VILLAGE within fourteen (14) calendar days of execution.

D. Service Provider(s) Selection. In awarding and administering the Agreement(s), the COUNTY will comply with all applicable state and federal laws and regulations.

E. Project Deliverables. The COUNTY will provide the VILLAGE with copies of all deliverables produced by the Services Provider(s) and submitted to the COUNTY, including, but not limited to, copies of all draft and final reports, plans and/or studies.

F. Submittals to the VILLAGE. All submittals required of the COUNTY under this section of the AGREEMENT will be directed to:

PUBLIC WORKS DIRECTOR
Robbins Public Works
3327 W. 137th Street
Robbins, IL 60472

SCHEDULE AND TERMINATION

A. Notice to Proceed. Execution of this AGREEMENT by the PARTIES will be deemed a "Notice to Proceed" for the COUNTY to commence work to provide guidance, education, and training assistance.

B. Inactivity. This AGREEMENT and the covenants contained herein will be null and void in the event that an agreement to complete the Services is not awarded within one (1) year of the Effective Date of this AGREEMENT, as defined in Section (J) below.

C. Suspension or Early Termination. Subject to Section (L) below, the COUNTY agrees that, if the COUNTY determines that the VILLAGE has not complied with or is not complying with this AGREEMENT, has failed to perform or is failing to perform pursuant to this AGREEMENT, has not met or is not meeting significant Services 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, the COUNTY, after written notification to the VILLAGE of said noncompliance or default and failure by the VILLAGE to correct violations within sixty (60) calendar days, may do any or all of the following:

1. suspend or terminate this AGREEMENT in whole or in part by written notice;
2. demand refund of any funds disbursed by or to the COUNTY;
3. deduct any refunds or repayments from any funds obligated to, but not expended by the COUNTY, whether from this or any other project;
4. temporarily withhold cash payments pending correction of deficiencies by the VILLAGE or take other enforcement action;
5. disallow all or part of the cost of the activity or action not in compliance;
6. take other legally available remedies; or
7. take appropriate legal action.

D. Termination. This AGREEMENT terminates upon completion of the Services.

E. Extensions. The DEPARTMENT's Bureau Chief or their designee may extend in writing any deadline imposed by this section, including, but not limited to, the termination date of the AGREEMENT.

FINANCIAL

A. County Cost Participation. The COUNTY agrees to pay all agreed to costs of the Services not to exceed seven hundred thousand dollars ($700,000).

B. Funding Breakdown. A funding breakdown is incorporated into and made a part of this AGREEMENT and attached as EXHIBIT A.

C. Submittals. All submittals required of the VILLAGE under this section of the AGREEMENT must be directed to:

Elizabeth Granato
Bureau Chief
Cook County Bureau of Asset Management
69 W. Washington Street, 31st Floor
Chicago, IL 60602
E-mail: elizabeth.granato@cookcountyil.gov

GENERAL CONDITIONS

A. Authority to Execute. The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signatures represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by its terms and conditions.

B. Binding Successors. This AGREEMENT is binding on and inures to the benefit of the PARTIES and their respective successors and approved assigns.

C. Compliance with Laws, Rules, and Regulations. The PARTIES must at all times observe and comply with all federal, state, and local laws and regulations in carrying out this AGREEMENT. The COUNTY will ensure that all Contracts for Services comply with applicable law and contain applicable standard COUNTY contract provisions.

D. Conflicts of Interest. The VILLAGE understands and agrees that no director, officer, agent or employee of the VILLAGE may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.

E. Conflict with Exhibits. In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT will control.

F. Counterparts. This AGREEMENT may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument.

G. Designation of Representatives. Not later than fourteen (14) calendar days after the EffectiveDate of this AGREEMENT, as defined in Section V (J) below, each PARTY must designate in writing a representative for the carrying out of the AGREEMENT. Each representative must 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 must be readily available to the other.

H. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising out of the performance of this AGREEMENT, the PARTIES must 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 Bureau Chief will be final.

I. Effective Date. The Effective Date of this AGREEMENT will be the date that the last authorized signatory signs and dates this AGREEMENT. This AGREEMENTwill become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.

J. Entire Agreement. This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written 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.

K. Force Majeure. No 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.

L. Insurance. The COUNTY will ensure that its contracts for Services contain insurance provisions consistent with its prevailing practices.

M. Indemnification. The County will further ensure that its contracts for Services indemnify, defend, and hold harmless the VILLAGE and all 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 VILLAGE, 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 only may be modified by a written instrument executed by the DEPARTMENT's Superintendent and an authorized representative of the VILLAGE.

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 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.

Q. Notices. Unless otherwise specified, all reports, notices, and other communications related to this AGREEMENT must be in writing and 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:

Elizabeth Granato
Bureau Chief
Cook County Bureau of Asset Management
69 W. Washington Street, 31st Floor
Chicago, IL 60602
E-mail: elizabeth.granato@cookcountyil.gov

To the VILLAGE:

Sharon S. Dyson, Village Clerk
Robbins Public Works
3327 W. 137th Street
Robbins, IL 60472

R. Recitals. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.

S. Records Maintenance. The VILLAGE must 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 its action and expenditures related to the Services provided under this AGREEMENT.

T. Reviews and Audits. The VILLAGE must 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.

U. 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 of this AGREEMENT.

V. 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 shall 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.

W. Timely Review and Approval. Wherever in this AGREEMENT approval or review by either the COUNTY or the VILLAGE is provided for, said approval or review must not be unreasonably delayed or withheld. This Agreement is intended to provide close cooperation between the County and the VILLAGE. The VILLAGE will assign a representative to the Project to complete the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages. The County and the VILLAGE realize the importance of maintaining the ongoing, continuous, and uninterrupted performance of the work of the Project and agree to resolve disputes promptly.

X. Venue and Applicable Law. All questions of interpretation, construction, and enforcement, and all controversies concerning 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 action.

Y. Waiver of Default. The failure by the COUNTY or the VILLAGE to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT 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 the VILLAGE unless such provision is waived in writing.

[SIGNATURE PAGE TO FOLLOW]

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

EXECUTED BY COUNTY OF COOK:

Toni Preckwinkle
President
Cook County Board of Commissioners

This __ day of_____, 2024

ATTEST: _____
County Clerk

EXECUTED BY Mayor

Dawn E. Bryant

This 23rd day of April, 2024

ATTEST: Shawn S. Dyson
Village Clerk

RECOMMENDED BY:

Elizabeth Granato xx/xx/2024
Bureau Chief
County of Cook
Bureau of Asset Management

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

By: _____ 5-22-24
Assistant State's Attorney xx/xx/2024

Appendix A

Municipality	*Project Title*	*Project Budget*
Robbins	Robbins Water Main Emergency (Rapid Response)	$700,000
Total		**$700,000**