

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the County of Cook, a body politic and corporate of the State of Illinois (“County”), acting by and through its Department of Transportation and Highways (“Department”), and the Village of Oak Park, a municipal corporation of the State of Illinois (“Village” or “Grantee”). 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 6, 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:

1. Prioritize transit and other transportation alternatives to address congestion on roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
2. Support the region’s role as North America’s freight capital to spur economic growth and job creation;
3. Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
4. 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
5. 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 \$200 million in additional federal, state, and local funds;

WHEREAS, on July 25, 2024, the County informed the Village that it had been selected for participation in the 2024 Invest in Cook Program;

WHEREAS, the County has agreed to award the Village up to \$125,000 of construction and construction engineering funds to continue implementation of network improvements proposed in the Oak Park Neighborhood Greenway/Bike Boulevard Plan (“Project”);

WHEREAS, funding will assist with the construction of the planned and designed 18-mile neighborhood greenway system that seeks to provide low-stress on-street bicycle routes with pavement markings for dedicated lanes, signage, intersection improvements, and bike detector loops;

WHEREAS, the “2025” portion of the ongoing Project is approximately 6.7 miles long and includes multiple segments that go through low-moderate income areas;

WHEREAS, improvements will address traffic calming measures on streets where the proposed network intersects with higher traffic volumes, crash history, or with a high number of pedestrians;

WHEREAS, this Agreement sets forth the Parties’ respective responsibilities and obligations for construction and construction engineering, maintenance, 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. CONSTRUCTION AND CONSTRUCTION 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. **Bid Documents.** The Grantee will prepare contract bid documents for the Project, including, but not limited to, the minimum qualifications, plans and specifications, special provisions, and cost estimates.
- C. **Construction Contract.** The Grantee will award and execute a construction contract to furnish all labor and materials needed to complete the Project. In awarding and

administering the contract, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the contract to the County within 14 calendar days of execution.

- D. **Insurance.** The Grantee will require that its construction contractor name the County as an additional insured party under the contractor's general liability insurance policy.
- E. **Construction Engineering Agreement.** The Grantee will enter into an agreement with a professional engineering firm/consultant to perform construction engineering services for the Project. Construction engineering services may include, but are not limited to, attendance at pre-construction and progress meetings, providing full-time or part-time inspection services, and/or providing material testing reports. In awarding and administering the construction 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.
- F. **Grantee Resources and Staff.** Upon written concurrence from the County, the Grantee may elect to perform construction engineering services for the Project using its own resources and staff. Notwithstanding the foregoing, the provisions of Section 3.C.v.d. remain in effect and the County will not reimburse the Grantee for any administrative costs expended by the Grantee, including staff salaries and wages.
- G. **Lead Agency.** The Grantee will assume overall responsibility for the Project, including ensuring that all required permits, easements, and agreements are secured prior to the start of construction.
- H. **Project Location.** A map showing the Project limits is incorporated into and made a part of this Agreement and attached as **Exhibit A**.
- I. **Schedule.** A schedule for the Project is incorporated into and made a part of this Agreement and attached as **Exhibit B**.
- J. **Pre-Construction Notices.** The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to the pre-construction meeting for the Project and not less than seven calendar days' advance written notice to the County prior to the start of construction.
- K. **Public Outreach.** The Grantee will coordinate and control public notification of the scope, timing, and duration of the Project.
- L. **Right of Inspection.** The County and its authorized agents will have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The Grantee will work cooperatively with the County to address and resolve any concerns raised by the County with respect to construction and/or construction engineering of the

Project. Any dispute(s) concerning construction and/or construction engineering of the Project will be resolved in accordance with Section 5.I. of this Agreement.

- M. **Final Inspection Notice.** The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to final inspection of the Project.
- N. **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.
- O. **County Signage.** Upon request of the County, the Grantee will erect signage on the Grantee's property at or near the construction site(s) indicating the County's participation on the Project. The County will provide the Grantee with the required signage.
- P. **Submittals.** All submittals required of the Grantee under this section of the Agreement must be directed to:

Aaron Lebowitz, P.E.
Deputy Bureau Chief of Construction
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: InvestinCook.CC@cookcountyil.gov

- **SECTION 2. MAINTENANCE**

- A. **Definitions.** As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, and/or replacement of the maintained facility when needed.
- B. **General Duty to Maintain.** Before, during, and after completion of construction of the Project, the Grantee will maintain, or cause to be maintained, those portions of the Project under its established jurisdictional authority.
- C. **Sidewalks/Multi-Use Paths.** The Grantee will own, operate, and maintain any sidewalks and/or multi-use paths constructed or improved as part of the Project, in compliance with the Americans with Disabilities Act, Public Right-of-Way Accessibility Guidelines, and all other applicable federal and state laws and regulations.
- D. **Indemnification.** The Grantee will defend, indemnify, and hold harmless the County and its commissioners, officials, employees, agents, and representatives, and their respective heirs, successors, and assigns, from and against any and all costs, expenses, attorneys'

fees, losses, damages, and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the construction, use, repair, and/or maintenance of any sidewalks and/or multi-use paths constructed or improved as part of the Project.

- E. **Survives Termination.** The Grantee's maintenance obligations described in this section will survive termination of this Agreement.

- **SECTION 3. FINANCIAL**

- A. **Cost Estimate.** Estimated construction and construction engineering costs for the Project are \$2,498,266.

- B. **Cost Participation**

- i. Grantee Cost Participation. The Grantee will pay all actual construction and construction 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 5% of actual construction and construction engineering costs for the Project, up to, but not to exceed, \$125,000. The County reserves the right to modify its percentage and/or maximum contribution towards the Project if, in the sole discretion of the County, there are material changes to the Project's scope of work.

- C. **Reimbursement Procedures**

- i. Advance Payment. Upon full execution of the construction contract 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 \$62,500. This amount represents 50% of the County's maximum financial contribution under this Agreement.
- ii. Milestone Payment. Upon completion of 70% of the construction contract and receipt of an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of \$31,250. The advance and milestone payments to the Grantee represent 75% of the County's maximum financial contribution under this Agreement.
- iii. Final Payment. Upon completion of construction of the Project and receipt of 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 construction and construction 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 Deputy Bureau Chief of Construction, including the name of the Project and its associated section number;
 - b. Copies of all cancelled checks paid to the consultant(s) and/or contractor(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) and/or contractor(s) for the services rendered; and
 - d. A copy of the final performance report as described in Section 4.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 construction or construction engineering services for the Project;
 - c. Not paid by the Grantee or its consultant(s) and/or contractor(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:

Aaron Lebowitz, P.E.
Deputy Bureau Chief of Construction
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: InvestinCook.CC@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 4. 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 Director of Strategic Planning and Policy, including the name of the Project and its associated section number;
- ii. An estimated percentage of construction work completed for the Project;
- iii. A statement indicating whether construction of the Project is on, behind, or ahead of schedule;
- iv. A record of construction activities and expenditures to date and for the current reporting period;

- v. A forecast of quarterly construction 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 construction 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 construction 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:

Director 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: InvestinCook.CC@cookcountyil.gov

- **SECTION 5. GENERAL TERMS AND CONDITIONS**

- A. **Audit and Document Retention.** Each Party, to the extent applicable, will maintain for a minimum of three years after completion of this Agreement, adequate books, records, and supporting documents related to the Agreement and any associated expenditures; such books, records, and supporting documents will be available for review and audit by

each Party and their internal or external auditors; and each Party will cooperate fully with any audit and provide full access to all relevant materials.

- B. **Binding Agreement.** This Agreement will be binding on and inure to the benefit of the Parties and their permitted successors and assigns, except that a Party will not assign its obligations under this Agreement without the other Party's express written consent, such consent not to be unreasonably withheld or delayed.
- C. **Compliance with Laws, Rules, and Regulations.** The Parties will at all times observe and comply with all applicable 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 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 attached exhibit and the text of this Agreement, the text of this Agreement will control.
- F. **Cooperation.** The County and Grantee agree at all times to cooperate fully with one another in the implementation of this Agreement.
- G. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- H. **County Section Number.** The Project is hereby designated as County section number 24-IICBP-15-BT. The Parties will include County section number 24-IICBP-15-BT on all Project-related submittals, including, but not limited to, written correspondence and invoices.
- 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 this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.

- K. **Electronic or Digital Signatures.** The Parties agree that this Agreement may be signed by an electronic or digital signature. The Parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as secure, genuine electronic signatures attributable to the Parties, pursuant to the Uniform Electronic Transactions Act, 815 ILCS 333/1 et seq., or any successor law.
- L. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements or understandings with respect to its subject matter.
- M. **Force Majeure.** Neither Party will be liable for failing to fulfill any obligation under this Agreement if such failure is caused by an event beyond such Party's reasonable control and which is not caused by such Party's fault or negligence. Such events will include, but not be limited to, acts of God, acts of war, fires, lightning, earthquakes, floods, labor strikes or walkouts, epidemics, pandemics, and riots.
- N. **Governing Law and Venue.** This Agreement will be exclusively governed by and construed in accordance with the laws of the State of Illinois, without reference to or use of any conflict of laws provisions. The Parties irrevocably submit to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois, for the purposes of any and all proceedings arising out of this Agreement, to the exclusion of all other courts and venues, and both Parties waive any objection to such jurisdiction and venue.
- O. **Inactivity.** The County may terminate this Agreement if the construction contract for the Project is not executed by the Grantee within 18 months after the Effective Date of this Agreement.
- P. **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, settlements, or judgments, caused by the negligent acts, omissions, or willful misconduct of the Grantee and/or its officers, directors, employees, agents, consultants, contractors, subcontractors, or suppliers, in connection with or arising out of the performance of this Agreement.
- Q. **Interpretation.** Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibit or document entered into in accordance with the terms and conditions thereof. All references to any person or entity will be deemed to include any person or entity

succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of this Agreement.

- R. **Modifications.** No change or modification of this Agreement will be of any force or effect unless made in writing and duly signed by the Department's Superintendent and an authorized representative of the Grantee.
- S. **No Individual or Personal Liability.** The Parties agree that the actions taken, and 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.
- T. **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.
- U. **Notices.** Unless otherwise specified, all 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:

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60603
E-mail: jennifer.killen@cookcountyil.gov

To the Grantee:

Bill McKenna
Village Engineer
Village of Oak Park
123 Madison Street

Oak Park, IL 60302
E-mail: bmckenna@oak-park.us

- V. **Recitals.** The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.
- W. **Severability.** In the event any portion of this Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the Parties, or if such construction cannot be made, such provision or portion thereof will be severable from this Agreement, provided that the same will not affect in any respect whatsoever the remainder of this Agreement.
- X. **Suspension; Early Termination.** Subject to Section 5.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 notice 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.
- Y. **Termination.** Unless extended by the Department's Superintendent or their designee in writing, this Agreement terminates upon completion of construction of the Project and final reimbursement by the County, or November 30, 2028, whichever date is earlier.
- Z. **Waivers of Default.** No waiver of any provision or breach of this Agreement (i) will be effective unless made in writing, or (ii) will operate as or be construed to be a continuing waiver of such provision or breach.
- AA. **Warranties and Representations.** In connection with the execution of this Agreement, the County and Grantee each warrant and represent that it is legally authorized to execute and perform, or cause to be performed, this Agreement under the terms and conditions stated herein.

(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 OAK PARK:

Toni Preckwinkle
President
Cook County Board of Commissioners

Kevin J. Jackson
Village Manager

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

Location Map

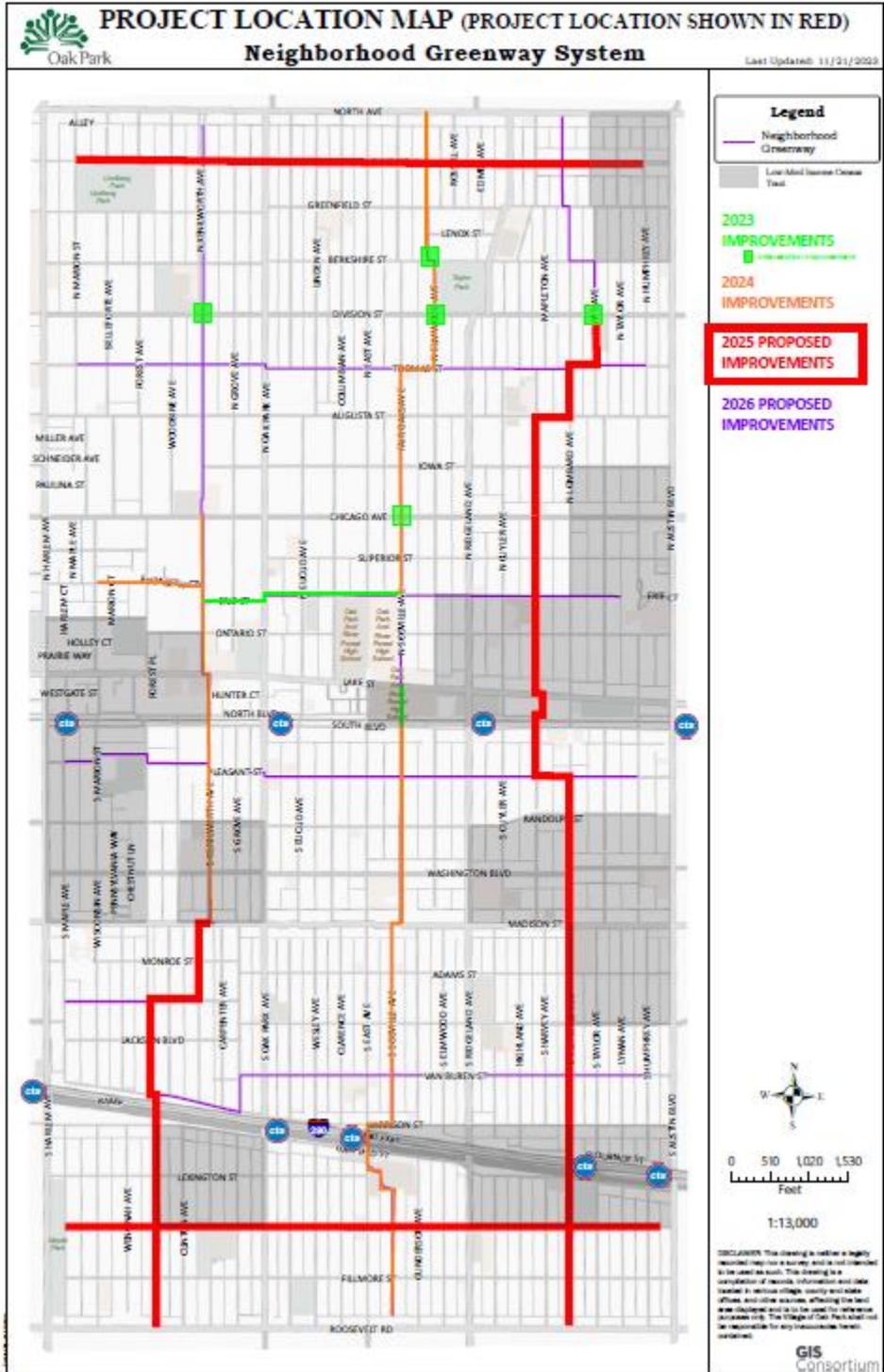


Exhibit B

Project Schedule

Exhibit C

Funding Breakdown

PHASE	GRANTEE SHARE	COUNTY SHARE
Construction and Construction Engineering Services	Balance	5%, Up to, but not to exceed, \$125,000