

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 2025, 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 and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (“Village” or “Grantee”). The County and the Village may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to enhancing the economic vitality of Cook County communities by fostering strategic partnerships and investing in transportation infrastructure;

WHEREAS, on August 6, 2016, the Board of Commissioners unanimously adopted *Connecting Cook County*, the County’s first long-range transportation plan in 75 years;

WHEREAS, *Connecting Cook County* identifies five strategic priorities to guide transportation policy and capital investment:

1. Prioritize transit and alternative modes of transportation to reduce roadway congestion and serve residents without access to private vehicles;
2. Strengthen the region’s position as North America’s freight capital to promote economic growth and job creation;
3. Advance equitable access to opportunities that support more inclusive and widespread economic development;
4. Modernize and maintain existing transportation facilities to minimize operating costs, mitigate safety risks, reduce delays, and support future innovation; and
5. Increase investments in transportation to maintain the region’s economic competitiveness;

WHEREAS, *Invest in Cook* is an annual \$8.5 million initiative that funds planning studies, engineering, right-of-way acquisition, and construction for transportation improvements sponsored by local governments, regional agencies, and private-sector partners that align with *Connecting Cook County* priorities;

WHEREAS, since its inception, the *Invest in Cook* program has leveraged more than \$200 million in supplemental federal, state, and local funding;

WHEREAS, on July 25, 2025, the County notified the Village of its selection for participation in the 2025 *Invest in Cook* program;

WHEREAS, the County has agreed to award the Village up to \$250,000 to support construction and construction engineering costs associated with approximately 10.6 miles of the bike boulevard and neighborhood greenway bike system, scheduled for implementation in 2026 (“Project”);

WHEREAS, development of this network of low-stress bicycle routes will incorporate a range of treatments designed to improve rider experience and manage vehicle traffic, including dedicated or shared lane pavement markings, wayfinding and regulatory signage, bike and pedestrian-activated rectangular rapid flashing beacons (RRFBs), speed limit reductions, curb bump outs, radar speed feedback signage, intersection enhancements, speed cushions, diverters, and bike detector loops, along with other related improvements;

WHEREAS, this Agreement sets forth the respective responsibilities and obligations of the Parties with respect to construction and construction engineering, maintenance, funding, and reporting for the Project;

WHEREAS, the County, pursuant to its authority under the Counties Code (55 ILCS 5/1-1 et seq.) and the Illinois Highway Code (605 ILCS 5/1-101 et seq.), is empowered to enter into this Agreement;

WHEREAS, the Village, pursuant to its authority under the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.), is likewise empowered to enter into this Agreement; and

WHEREAS, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and 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 and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- **SECTION 1. CONSTRUCTION**

- A. **Notice to Proceed.** The County’s execution of this Agreement shall serve as a “Notice to Proceed,” authorizing the Grantee to commence work on the Project.

- B. **Bid Documents.** The Grantee shall prepare bid documents for the Project, including, but not limited to, minimum contractor qualifications, plans and specifications, special provisions, and cost estimates.
- C. **Construction Contract.** The Grantee shall award and execute a construction contract for all labor and materials required to complete the Project. In awarding and administering the contract, the Grantee shall comply with all applicable federal, state, and local laws and regulations. A copy of the executed contract must be forwarded to the County within 14 calendar days of execution.
- D. **Insurance.** The Grantee shall require its construction contractor to name the County as an additional insured under the contractor's general liability insurance policy.
- E. **Construction Engineering Services.** The Grantee shall be responsible for providing construction engineering services for the Project, either by entering into an agreement with a professional engineering firm or consultant, or—upon prior written concurrence from the County—by utilizing its own staff and resources. Any agreement with an external firm must comply with all applicable federal, state, and local laws and regulations, and a copy of the executed agreement shall be submitted to the County within 14 calendar days of execution. Notwithstanding the foregoing, and in accordance with Section 3.C.v.d., the County shall not reimburse the Grantee for administrative expenses, including staff salaries or wages incurred in connection with construction engineering services performed by the Grantee's own personnel.
- F. **Lead Agency.** The Grantee shall assume overall responsibility for the Project, including securing all required permits, easements, and agreements prior to construction.
- G. **Project Location.** A map depicting the Project limits is incorporated into this Agreement and attached as **Exhibit A**.
- H. **Project Schedule.** The Project schedule is incorporated into this Agreement and attached as **Exhibit B**.
- I. **Pre-Construction Notices.** The Grantee shall provide the County with at least 14 calendar days' written notice prior to the pre-construction meeting and at least 7 calendar days' notice before construction begins.

- J. **Public Outreach.** The Grantee shall manage all public notification efforts regarding the scope, timing, and duration of the Project.
- K. **Right of Inspection.** The County and its authorized agents shall have reasonable access for inspection during Project construction, including pre-final and final inspections. The Grantee shall cooperate with the County to address any construction or engineering concerns. Disputes will be resolved pursuant to Section 6.H. of this Agreement.
- L. **Final Inspection Notice.** The Grantee shall provide the County with no less than 14 calendar days' written notice before the final Project inspection.
- M. **County Permits.** The Grantee shall apply for all necessary access and temporary use permits from the County. The County shall not unreasonably withhold such permits, and shall issue them without charge to the Grantee.
- N. **County Signage.** At the County's request, the Grantee shall display signage near the construction site(s) acknowledging the County's participation on the Project. The County will supply all necessary signage.
- O. **Submittals.** All required submittals under this section must be directed to:

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

- **SECTION 2. MAINTENANCE**

- A. **Definitions.** As used in this Agreement, the terms "maintain" and "maintained" refer to the responsibility for keeping the relevant facility in good repair and satisfactory condition and appearance. This includes full responsibility for the construction, removal, and/or replacement of the maintained facility when necessary.
- B. **General Duty to Maintain.** Before, during, and after completion of the Project, the Grantee shall be responsible for maintaining—or causing to be maintained—those portions of the Project under its jurisdictional authority.

- C. **Sidewalks and Multi-Use Paths.** The Grantee shall own, operate, and maintain any sidewalks and/or multi-use paths constructed or improved as part of the Project, in full compliance with the Americans with Disabilities Act (ADA), the Public Right-of-Way Accessibility Guidelines (PROWAG), and all other applicable federal, state, and local laws and regulations.
- D. **Indemnification.** The Grantee shall indemnify and hold harmless the County and its officials, employees, and agents from any claims, liabilities, or expenses—including attorneys’ fees—arising from or related 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. **Survival of Obligations.** The Grantee’s maintenance responsibilities set forth in this section shall survive the expiration or termination of this Agreement.

- **SECTION 3. FINANCIAL**

- A. **Cost Estimate.** The estimated total cost for construction and construction engineering services for the Project is \$2,460,000.

- B. **Cost Participation**

- i. **Grantee Contribution.** The Grantee shall be responsible for paying all actual construction and construction engineering costs for the Project, subject to reimbursement by the County as outlined in this section.
- ii. **County Contribution.** The County shall reimburse the Grantee up to—but not to exceed—\$250,000 for actual construction and construction engineering costs. The County reserves the right to revise its maximum financial contribution if, in its sole discretion, 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 shall issue an advance payment of \$125,000, representing 50% of the County’s maximum financial commitment under this Agreement.
- ii. **Milestone Payment.** Following completion of 70% of the construction contract and receipt of an invoice from the Grantee, the County shall

issue a second payment of \$62,500. Combined, the advance and milestone payments constitute 75% of the County's maximum financial contribution.

- iii. **Final Payment.** Upon completion of the Project and receipt of a final invoice from the Grantee, the County shall issue a final payment for the remaining balance, if any, of its financial obligation under this Agreement. This amount shall be based on verified actual costs and shall account for prior payments made the County.

If the actual verified costs are less than the cumulative amount of prior payments issued by the County, the Grantee shall return the overpayment amount to the County within 30 calendar days of receiving written notice from the County. The County may request additional documentation to substantiate actual costs and verify the final amount owed or refundable.

- iv. **Required Documentation.** To receive final reimbursement, the Grantee must submit the following along with the final invoice:
 - a. A cover letter addressed to the Department's Associate Director of Construction, identifying the Project and its corresponding section number;
 - b. Copies of cancelled checks or corresponding bank ledger entries showing payment to consultants and/or contractors;
 - c. Copies of all invoices from consultants and/or contractors for services rendered; and
 - d. The final performance report required under Section 5.D.

If the County reasonably determines that documentation is insufficient to substantiate the invoiced work, it may request additional records and support materials to verify the amounts, recipients, and use of funds.

- v. **Ineligible Costs.** The County shall not reimburse the Grantee for any costs that:
 - a. Conflict with the terms of this Agreement;
 - b. Are not directly related to construction or construction engineering for the Project;
 - c. Were not paid by the Grantee or its contractor(s)/consultant(s);
 - d. Are administrative in nature (e.g., staff salaries, overhead, rent, utilities, maintenance);

- e. Were incurred without the consent of the County after the County issued notice of suspension or termination of the Agreement; and/or
- f. Exceed the County's maximum financial commitment under this Agreement.

- vi. **Submittals.** All required submittals under this section must be directed to:

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

- D. **Substitutions / Substitute Work.** Either Party may submit a written request for substitution of work or materials. Provided such substitutions do not unreasonably delay the Project schedule, the Grantee shall incorporate them into the Project. Each Party shall bear the costs of substitutions related to their respective work items.
- E. **Additional Work.** Either Party may submit a written request for additional work to be added to the Project scope. Provided the additional work does not unreasonably delay the Project schedule, the Grantee shall incorporate such work into the Project. Costs for additional work shall be paid by force account or agreed unit price. Each Party shall bear the costs associated with its respective work items.
- F. **Funding Breakdown.** A detailed funding breakdown is incorporated into this Agreement and attached as **Exhibit C**.

- **SECTION 4. TERM AND TERMINATION**

- A. **Duration.** Subject to Section 2.E. herein, and unless extended by the Department's Superintendent in writing, this Agreement shall expire upon completion of the Project and final reimbursement to the Grantee by the County, or on November 30, 2029, whichever date is earlier.
- B. **Loss of Funding.** As of the Effective Date, funds are available for the Project; however, all obligations assumed by the County under this Agreement shall

immediately cease—without penalty or further payment—if the State of Illinois or the Cook County Board of Commissioners fails to appropriate or otherwise make funding available for the Project.

- C. **Mutual Termination.** This Agreement may be terminated prior to expiration by mutual written consent of the Parties, signed by the Department's Superintendent and an authorized representative of the Grantee.
- D. **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.
- E. **Suspension; Early Termination.** Subject to Section 6.L., 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
 - 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; and/or
 - v. Take other remedies legally available.

- **SECTION 5. REPORTING**

- A. **Quarterly Performance Reports.** The Grantee must submit quarterly performance reports to the County within 30 calendar days after the close of each reporting period, as determined by the County. The reports must include:

- i. A cover letter addressed to the Transportation Planning & Policy Director, identifying the Project and its corresponding section number;
 - ii. The estimated percentage of construction work completed;
 - iii. A statement on whether the construction is on schedule, behind schedule, 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. A summary of any significant changes to the Project schedule.
- B. **Extensions.** The Grantee may request an extension for any performance report due date. The County will reasonably consider such requests.
- C. **Use of Reports.** The County will use the reports to compare actual expenditures against the planned amounts specified in the funding breakdown (**Exhibit C**) and to track construction progress relative to milestones in the Project schedule (**Exhibit B**).
- D. **Final Performance Report.** The Grantee must submit a final performance report when requesting final reimbursement. The report must detail cumulative construction activities and provide a complete summary of achievements in relation to the Project's objectives and milestones. Final reimbursement will not be issued until this report is submitted.
- E. **Report Format.** The Grantee must use forms and documentation as prescribed by the County when submitting quarterly and final reports.
- F. **Failure to Report.** Failure to submit timely and complete reports may result in delayed disbursement of funds and/or denial of future funding.
- G. **Submittals.** All required submittals under this section must be directed to:

Cook County Department of Transportation and Highways
Transportation Planning & Policy Director
Attn: Jesse Elam

69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: InvestinCook.CC@cookcountyil.gov

- **SECTION 6. GENERAL TERMS AND CONDITIONS**

- A. **Audit and Document Retention.** Each Party, to the extent applicable, shall maintain adequate books, records, and supporting documentation related to this Agreement and any associated expenditures for at least 3 years after its completion. Such records shall be available for review and audit by the other Party and their respective internal or external auditors. The Parties shall cooperate fully with any audit and provide access to all relevant materials.
- B. **Binding Agreement.** This Agreement shall bind and benefit the Parties and their permitted successors and assigns. No Party may assign its obligations under this Agreement without the prior express written consent of the other Party, which shall not be unreasonably withheld or delayed.
- C. **Compliance with Laws, Rules, and Regulations.** Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations, as amended from time to time, in performing its obligations under this Agreement.
- D. **Conflict with Exhibits.** In the event of a conflict between the text of this Agreement and any attached exhibit, the text of the Agreement shall prevail.
- E. **Cooperation.** The County and Grantee agree to cooperate fully with one another at all times in the implementation of this Agreement.
- F. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original. All such counterparts together shall constitute one and the same instrument.
- G. **County Section Number.** The Project is designated as County section number 25-IICBP-08-BT. All Project-related submittals and correspondence shall reference this County section number.
- H. **Dispute Resolution.** If a dispute, claim, or disagreement arises from the performance of this Agreement, the Parties shall consult in good faith to resolve it. If resolution cannot be reached, the decision of the Department's Superintendent shall be final and binding, unless otherwise provided by law.

- I. **Effective Date.** The Effective Date of this Agreement shall be the date it is fully executed by authorized signatories of both Parties and approved by their respective corporate authorities.
- J. **Electronic or Digital Signatures.** This Agreement may be executed by electronic or digital signatures, which shall have the same legal effect as handwritten signatures, pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 et seq.) or any successor law.
- K. **Entire Agreement.** This Agreement represents the complete understanding between the Parties regarding its subject matter and supersedes all prior agreements or understandings.
- L. **Force Majeure.** Neither Party shall be liable for failing to fulfill any obligation under this Agreement due to events beyond their reasonable control and not caused by such their fault or negligence, including, but not limited to, acts of God, war, natural disasters, labor actions, epidemics, or civil unrest.
- M. **Governing Law and Venue.** This Agreement shall be governed exclusively by the laws of the State of Illinois. The Parties irrevocably submit to the exclusive jurisdiction of the Circuit Court of Cook County or the U.S. District Court for the Northern District of Illinois for any proceedings arising from this Agreement.
- N. **Indemnification.** The Grantee shall indemnify and hold harmless the County and its officials, employees, and agents from any claims, liabilities, or expenses—including attorneys' fees—arising from the negligent acts, omissions, or misconduct of the Grantee or its representatives in connection with this Agreement.
- O. **Interpretation.** Headings are for reference only and do not affect the meaning of the provisions. References to exhibits or documents include any lawful amendments or supplements. References to persons or entities include successors in accordance with this Agreement.
- P. **Modifications.** No change or modification to this Agreement shall be valid unless made in writing and signed by the Department's Superintendent and an authorized representative of the Grantee.

- Q. **No Individual or Personal Liability.** Actions and representations under this Agreement are taken in official capacities only, and no individual affiliated with either Party shall incur personal liability in connection with the Agreement.
- R. **No Third-Party Beneficiaries.** This Agreement is solely between the Parties and does not create any rights or obligations for third parties, including agents, contractors, or consultants of either Party.
- S. **Notices.** All notices under this Agreement shall be in writing and delivered personally, by U.S. Mail (certified, registered, or first-class) or via electronic mail to the following:

To the County:

Cook County Department of Transportation and Highways
Superintendent
Attn: Jennifer “Sis” Killen, P.E., PTOE
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: jennifer.killen@cookcountyil.gov

To the Grantee:

Village of Oak Park
Village Engineer
Attn: Bill McKenna
123 Madison Street
Oak Park, IL 60302
E-mail: bmckenna@oak-park.us

- T. **Recitals.** The recitals at the beginning of this Agreement are incorporated herein and form an integral part of the Agreement.
- U. **Severability.** If any provision of this Agreement is deemed invalid or unenforceable, the remainder shall remain in full force and effect, and the invalid portion shall be interpreted to best reflect the original intent of the Parties.
- V. **Waivers of Default.** No waiver of a breach or provision shall be effective unless in writing, nor shall it be construed as a waiver of any future breach or provision.

W. Warranties and Representations. Each Party represents and warrants that it is duly authorized to execute and perform this Agreement in accordance with its terms.

(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

Vicki Scaman
Village President

This ____ day of _____, _____

This ____ day of _____, _____

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
Eileen O'Neill Burke, 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

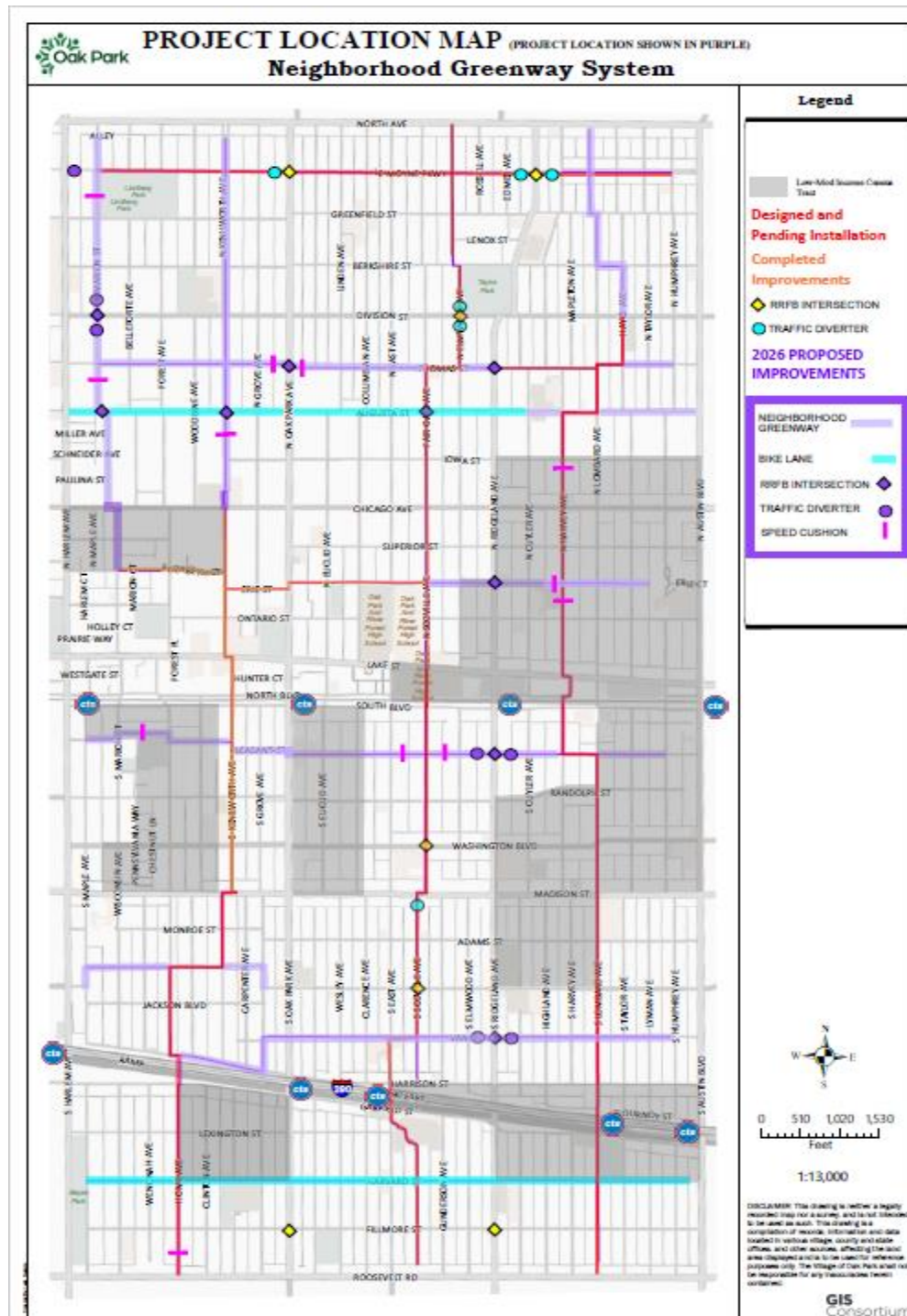


Exhibit B

Project Schedule

	Description	Date
Milestone 1	Planning Study - Completion	07/20/2015
Milestone 2	Design Engineering - Start	12/16/2024
Milestone 3	Design Engineering - Completion	06/02/2025
Milestone 4	Award of Construction Contract	03/02/2026
Milestone 5	Construction Start	04/20/2026
Milestone 6	Construction Completion	10/16/2026

Exhibit C

Funding Breakdown

PHASE	GRANTEE SHARE	COUNTY SHARE
Construction and Construction Engineering Services	Balance	Up to, but not to exceed, \$250,000