

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK
PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND
MAINTENANCE OF THE GREEN ALLEY IMPROVEMENTS PROJECT IN THE
VILLAGE OF OAK PARK, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic, organized and existing under the laws of the State of Illinois (“MWRDGC”) and the Village of Oak Park an Illinois home rule municipal corporation, (hereinafter the “VILLAGE”). Together, the MWRDGC and the VILLAGE may, for convenience only, be hereinafter referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways;

WHEREAS, the Act, as amended, declares that stormwater management in Cook County shall be under the general supervision of the MWRDGC;

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014, by specifically authorizing the MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County;

WHEREAS, one component of the MWRDGC’s stormwater management program includes green infrastructure, which shall hereinafter be defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5;

WHEREAS, the MWRDGC has committed to implement a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of a certain consent

decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014) (“Consent Decree”), and the MWRDGC’s formal Commitment herein is intended to satisfy that obligation;

WHEREAS, the VILLAGE is located within the boundaries of Cook County, Illinois;

WHEREAS, pursuant to the Village home rule authority, the Village may construct and maintain green infrastructure; and

WHEREAS, the VILLAGE proposes the installation of permeable pavers in six alleys that will combine to provide a total design retention capacity of 127,145 gallons of stormwater per rain event. Although the final installation locations may vary to ensure the above total design retention capacity is achieved, the Village currently plans to install the pavers in the following four locations: (1) between Edmer Ave. & Ridgeland Ave., bounded by Greenfield St. & LeMoyne Pkwy; (2) between East Ave. & Scoville Ave., bounded by Superior St. & Chicago Ave.; (3) two alleys between Oak Park Ave. & Euclid Ave., bounded by Madison St. & Adams St.; (4) and two alleys between Clinton & Kenilworth Ave., bounded by Lexington St. & Garfield St., in Oak Park, Illinois. In addition, the permeable pavers will serve to further the MWRDGC’s goal of informing the public of the value of green infrastructure;

WHEREAS, the VILLAGE intends to perform the design, construction, operation and maintenance of the proposed green infrastructure installations;

WHEREAS, the VILLAGE’s proposed plans to construct the green infrastructure installations in the VILLAGE may be approached more effectively, economically, and comprehensively with the VILLAGE and the MWRDGC cooperating and using their joint efforts and resources;

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation;

WHEREAS, on _____, the MWRDGC's Board of Commissioners authorized the MWRDGC to enter into an intergovernmental agreement with the VILLAGE;

WHEREAS, on May 20, 2019, the Village's Board of Trustees authorized the VILLAGE to enter into an intergovernmental agreement with the MWRDGC;

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this Agreement and, for other good and valuable consideration, the VILLAGE and the MWRDGC hereby agree as follows:

Article 1. Incorporation of Recitals

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include construction, operation, and maintenance of the permeable paver alleys. These improvements (hereinafter the "Project") are categorized by the MWRDGC as "green infrastructure".
2. The VILLAGE, at its sole cost and expense, shall cause to be prepared construction drawings, specifications, and details (hereinafter "Construction Documents") for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project shall be designed to capture up to 127,145 gallons of stormwater per rain event.
4. The Project shall realize all public benefits of helping to alleviate flooding, located within the VILLAGE at the proposed locations as shown in Exhibit 1. In the event the Village proposes to alter the final locations of the installations, the Village

shall submit an amended Exhibit 1 for review and approval by the MWRDGC along with the Construction Documents.

5. The VILLAGE shall provide the MWRDGC with a copy of 60% and 98% complete Construction Documents for the MWRDGC's approval as to the Project's intended stormwater and green infrastructure benefits to the public.
6. The MWRDGC shall review and provide comments to the VILLAGE as to the Project's intended stormwater and/or green infrastructure benefit to the public in writing within 30 calendar days of receipt of the 60% and 98% complete Construction Documents. The VILLAGE shall incorporate the MWRDGC's review comments into the Construction Documents.
7. The MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based on the MWRDGC's review of the Construction Documents including addenda and change orders, the Project will not provide sufficient design retention capacity.
8. While MWRDGC will reimburse the VILLAGE for a portion of the Project, the VILLAGE bears sole responsibility for the overall cost, expense and payment for the Project.
9. The VILLAGE will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the VILLAGE. The VILLAGE shall consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24, (attached to this Agreement as Exhibit 2) when advertising and awarding the construction contracts. The VILLAGE shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The VILLAGE may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event shall the VILLAGE's requirements fall below the MWRDGC's applicable general standards. The VILLAGE need not

include the attached Exhibit 2 as part of its bid documents. However, the VILLAGE is responsible for ensuring that these applicable minimum requirements are met.

10. The VILLAGE agrees that the Project is a “Covered Project” as defined in the MWRDGC’s Multi-Project Labor Agreement for Cook County (“MPLA”) (attached to this Agreement as Exhibit 3). As such, the VILLAGE agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for “Covered Projects” will be met for the Project, as applicable. The VILLAGE may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event shall the VILLAGE’s requirements fall below the standards for “Covered Projects” detailed in it. The attached Exhibit 3 need not be included as part of the Project’s bid documents, however, the VILLAGE is responsible for ensuring that its applicable minimum requirements are met.
11. The VILLAGE must comply with the applicable portions of the MWRDGC’s Affirmative Action Ordinance (attached to this Agreement as Exhibit 4). Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by the MWRDGC for the Project for Minority-Owned Business Enterprises, 10% of the total amount of reimbursement to be provided by the MWRDGC for the Project for Women-Owned Business Enterprises, and 10% of the total amount of reimbursement to be provided by the MWRDGC for the Project for Small Business Enterprises.
12. The determination as to whether the VILLAGE has complied with the MWRDGC’s Affirmative Action goals is solely in the MWRDGC’s discretion. If the VILLAGE fails to fully comply with these Affirmative Action goals, as determined by the MWRDGC, the MWRDGC may withhold payments to the VILLAGE up to or equal to the dollar amount by which the VILLAGE failed to meet the Affirmative Action goal(s).

13. The MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the VILLAGE's compliance with the MWRDGC's Affirmative Action goals.
14. In order to evidence compliance with the MWRDGC's Affirmative Action goals, the VILLAGE must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan, attached to this Agreement as Exhibit 5; and (2) a letter from a certifying agency that verifies the vendors' MBE/WBE/SBE status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.
15. The VILLAGE must comply with the applicable portions of the MWRDGC's Veteran's Business Enterprise (VBE) Contracting Policy Requirements (attached to this Agreement as Exhibit 7). VBE goals for the Project are: 3% of the total amount of reimbursement to be provided by the MWRDGC for the Project for Veteran's Business Enterprises.
16. The determination as to whether the VILLAGE has complied with the MWRDGC's VBE policy is solely in the MWRDGC's discretion. If the VILLAGE fails to fully comply with this policy, as determined by the MWRDGC, the MWRDGC may withhold payments to the VILLAGE up to or equal to the dollar amount by which the VILLAGE failed to meet the Affirmative Action goal(s).
17. The MWRDGC has the right to access and inspect, with reasonable notice, any records or documentation related to the VILLAGE's compliance with the MWRDGC's VBE policy.
18. In order to evidence compliance with the MWRDGC's VBE policy, the VILLAGE must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed VBE Commitment Form ("Commitment Form"), attached to this Agreement as Exhibit 7; and (2) a letter from a certifying agency that verifies the vendors' VBE status. Failure to timely

submit a VBE Commitment Form or certifying letter may result in a payment delay and/or denial.

19. Every 30 days from the start of construction until its completion, the VILLAGE must submit to the MWRDGC's Diversity Administrator the following: (1) an Affirmative Action Status Report ("Status Report") and VBE Commitment Form attached to this Agreement as Exhibits 6 and 7, respectively; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.
20. The VILLAGE shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are available on the Illinois Department of Labor's official website. It is the responsibility of the VILLAGE to obtain and comply with any revisions to the rates should they change throughout the duration of this Agreement.
21. The VILLAGE, at its sole cost and expense, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.
22. The VILLAGE shall submit an Operation and Maintenance Plan (hereinafter the "O&M Plan") for the MWRDGC's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 8. At its sole cost and expense, the VILLAGE shall operate and maintain the Project in accordance with the O&M Plan.
23. The MWRDGC shall reimburse the VILLAGE for 37.11% of the total construction cost of the Project, but in no event shall that amount exceed Four Hundred Seventy Five Thousand and 00/100 Dollars (\$475,000.00) (the "Maximum Reimbursement Amount"). All funding provided by the MWRDGC shall be

exclusively to reimburse the VILLAGE for the construction of the Project. The VILLAGE will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The VILLAGE shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The MWRDGC shall disburse funds to the VILLAGE in accordance with the following schedule:

- a. 50% at 50% completion of construction; and
- b. 50% at final completion and after final inspection by the MWRDGC.

24. The MWRDGC's Maximum Reimbursement Amount is based on the funding amount that the MWRDGC's Board of Commissioners has approved and appropriated for purposes of this Agreement for the current fiscal year. Any additional funding from the MWRDGC beyond the current fiscal year is subject to the approval of the MWRDGC's Board of Commissioners.

25. To date, the VILLAGE has spent approximately \$0.00 on engineering, property acquisition, and other design-related project costs.

26. To date, the VILLAGE has secured and will contribute approximately \$805,000.00 of funding towards total construction costs, including construction inspection.

27. As a condition for reimbursement, the VILLAGE shall submit copies of construction invoices to the MWRDGC for the MWRDGC's review and approval, such approval not to be unreasonably withheld.

28. The VILLAGE shall return all funds provided by the MWRDGC if construction of the Project is not completed in accordance with the Construction Documents within two (2) years of the VILLAGE's initial award of a construction contract related to the Project, unless the MWRDGC approves an extension prior to the

expiration of the two (2) year completion period; such approvals shall not be unreasonably withheld.

Article 3. Permits and Fees

1. Federal, State, and County Requirements. The VILLAGE shall obtain all federal, state, county, and local permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the VILLAGE shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The VILLAGE shall obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the VILLAGE in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests

1. Prior to construction, the VILLAGE shall acquire any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance, and access to the Project. Any property interests acquired by the VILLAGE must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5.
2. Should acquisition of property interests via condemnation be necessary, the VILLAGE shall incur all associated costs, including purchase price and/or easement fee as well as any attorney's fees.
3. The VILLAGE shall record all easements, licenses or deeds acquired for the Project.

4. The VILLAGE shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for the MWRDGC in any part of the Project.

Article 5. Maintenance

1. The VILLAGE, at its sole cost and expense, shall maintain the permeable paver alleys and any other associated appurtenances in accordance with the O&M plan approved by the MWRDGC for a time period of at least thirty (30) years from the date of final completion of the construction of the Green Alley Improvement Project.
2. The VILLAGE shall conduct annual inspections to ensure adequate maintenance of the Project. The VILLAGE shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended public benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the MWRDGC within thirty (30) days of completion.
3. The MWRDGC shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the VILLAGE.
4. In the event of failure of the VILLAGE to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the VILLAGE directing the VILLAGE to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, the MWRDGC may cause such maintenance to be performed and the VILLAGE shall pay the MWRDGC the entire cost the MWRDGC incurred to perform the required maintenance.

5. In the event of failure of the VILLAGE to maintain or operate the Project to provide the intended public benefit, the MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to the MWRDGC.
6. In performing its obligations under this Article, the VILLAGE shall comply with all access restrictions and notice requirements set forth in the easements, licenses or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

1. Bid Advertisement. The VILLAGE will provide the MWRDGC with thirty (30) days' notice prior to Bid Advertisement for the Project.
2. Construction. The VILLAGE shall provide the MWRDGC with a construction schedule and provide the MWRDGC a minimum of seventy-two (72) hours' notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Signage and Public Outreach

1. Wherever green infrastructure is present and visible to the community, signs shall permanently be displayed setting forth the following information "This project is a joint effort between the Village of Oak Park and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management." The signs shall be maintained by the VILLAGE, and shall include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects.
2. The VILLAGE is expected to provide information on the Project's benefits, costs, and construction impacts to the public, including residents, businesses, and other

stakeholders within the Project area. Prior to disseminating any printed or electronic public information materials about the Project, including, but not limited to, brochures, fact sheets, websites, or physical signs or other graphics, the VILLAGE shall provide those materials to MWRDGC for its review and approval.

Article 8. Termination by the VILLAGE

Prior to commencement of construction of the Project, the VILLAGE may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The VILLAGE shall return all Project-related funds received from the MWRDGC no later than fourteen (14) days following its termination of the Agreement.

Article 9. Termination by the MWRDGC

Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the VILLAGE in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project.

Article 10. Effective Date

This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 11. Duration

Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for a time period of at least thirty (30) years from the date of final completion of the construction of the Green Alley Improvement Project.

Article 12. Non-Assignment

Neither Party may assign its rights or obligations hereunder without the written consent of the other Party.

Article 13. Waiver of Personal Liability

No official, employee, or agent of either Party to this Agreement shall be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification

The VILLAGE shall defend, indemnify, and hold harmless the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the VILLAGE under this Agreement.

Article 15. Representations of the VILLAGE

The VILLAGE covenants, represents, and warrants as follows:

1. The VILLAGE has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the VILLAGE are duly authorized to sign same on behalf of and to bind the VILLAGE; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any

breach of any of the terms or provisions of or constitute a default under any agreement of the VILLAGE or any instrument to which the VILLAGE is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and

4. The VILLAGE has allocated \$805,000.00 in funds for this Project, which are separate from and in addition to the funds to be provided by the MWRDGC under this Agreement.

Article 16. Representations of the MWRDGC

The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement; and
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign same on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Disclaimers

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the MWRDGC and any party other than the VILLAGE.

Article 18. Waivers

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the VILLAGE shall provide the MWRDGC with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the VILLAGE resident engineer and the contractor.

Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same

The Parties agree to observe and comply with all federal, State and local laws, codes and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either Party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. 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 Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights' regulations, which is incorporated by reference in its entirety as though fully set forth herein.

Article 22. Entire Agreement

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 23. Amendments

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

Article 24. References to Documents

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

Article 25. Judicial and Administrative Remedies

The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of the MWRDGC or the VILLAGE shall be cumulative, and election by the MWRDGC or the VILLAGE of any single remedy shall not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

Article 26. Notices

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, by facsimile, or by electronic mail. A written notice shall be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine; or (d) with respect to notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. The name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF OAK PARK AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE GREEN ALLEY IMPROVEMENTS PROJECT IN THE VILLAGE OF OAK PARK, ILLINOIS” must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either Party desires to give to the other, shall be addressed as set forth in Article 27, unless otherwise specified and agreed to by the Parties.

Article 27. Representatives

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and receipt of notice in all matters under this Agreement.

For the MWRDGC:	For the VILLAGE:
Director of Engineering	Public Works Director
Metropolitan Water Reclamation District	Village of Oak Park
of Greater Chicago	
100 East Erie Street	201 South Blvd
Chicago, Illinois 60611	Oak Park, IL 60302
Phone: (312) 751-7905	Phone: (708)358-5700
Fax: (312) 751-5681	Fax: (708)358-5711
Email: oconnorc@mwrdd.org	Email: jwielebnicki@oak-park.us

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

Article 28. Interpretation and Execution

1. The Parties agree that this Agreement shall not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties agree that this Agreement shall be executed in quadruplicate.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Oak Park, the Parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

Village of Oak Park, an Illinois home rule municipal corporation

BY: _____
Cara Pavlicek, Village Manager

Date

ATTEST:

BY: _____
Vicki Scaman, Village Clerk

Date

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Engineer of Stormwater Management Date

Assistant Director of Engineering Date

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

Exhibits and Attachments

<u>TITLE</u>	<u>DATED</u>	<u>PAGES</u>
Exhibit 1: Project Vicinity Map and Project Conceptual Drawing	05/19	1 to 6
Exhibit 2: MWRDGC's Purchasing Act	02/16	1 to 12
Exhibit 3: Multi-Project Labor Agreement (MPLA)	10/17; 04/18	MPLA-CC-1 to MPLA-CC-49
Exhibit 4: Affirmative Action Ordinance, Revised Appendix D	06/04/15	D-1 to D-23
Exhibit 5: Affirmative Action Utilization Plan	06/15	UP-1 to UP-7
Exhibit 6: Affirmative Action Status Report	11/18	1 to 2
Exhibit 7: Veteran's Business Enterprise Contracting Policy Requirements Appendix V and VBE Commitment Form	03/19	V-1 to V-4
Exhibit 8: Operation and Maintenance Plan, Inspection Log	05/19	1 to 10