

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (the “AGREEMENT”) is entered into this ____ day of _____, 2019, by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois (the “COUNTY”), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the “DEPARTMENT”), and the VILLAGE OF OAK PARK, 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 growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation; and

WHEREAS, on August 3, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County’s first long range transportation plan in 75 years; and

WHEREAS, *Connecting Cook County* identifies five priorities to shape the County’s transportation policies and capital improvement program:

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region’s role as North America’s freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- 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;

- Increase investments in transportation to maintain the region's economic competitiveness; and

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*; and

WHEREAS, since its creation, the Invest in Cook program has leveraged approximately \$75 million in additional federal, state and local funds; and

WHEREAS, on July 25, 2019, the COUNTY informed the VILLAGE that it had been selected for participation in the 2019 Invest in Cook Program; and

WHEREAS, the COUNTY has agreed to award the VILLAGE up to \$310,000 toward construction costs for the construction of improvements to Lake Street from Euclid Avenue to Austin Boulevard (the "PROJECT"); and

WHEREAS, the scope of work for the PROJECT includes, but is not limited to, resurfacing the existing street, partial sidewalk replacement, pedestrian crossing improvements, installation of ADA curb ramps, detector loop replacement, and minor landscaping to repair deteriorated areas of the Lake Street business district near Austin Boulevard; and

WHEREAS, the PARTIES by this instrument shall determine and establish their respective responsibilities for construction, maintenance, funding and reporting of the PROJECT; and

WHEREAS, the COUNTY, by virtue of its powers as a home rule unit of government and those 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; and

WHEREAS, the VILLAGE, by virtue of its powers as a home rule unit of government and those set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this AGREEMENT;

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

I. CONSTRUCTION

- A. **Construction Contract.** The VILLAGE shall enter into a contract with a contractor to furnish all labor and materials needed to construct the PROJECT. In awarding and administering the contract, the VILLAGE must comply with all applicable state and federal laws and regulations. To the extent that any of the provisions of this section conflict with any state or federal law or regulation, said law or regulation shall control.
- B. **Bid Documents.** The VILLAGE shall prepare contract bid documents for the PROJECT, which shall include the minimum qualifications, plans and specifications, special provisions, cost estimates and details regarding any pre-bid conference or site inspection and whether such pre-bid conference or site inspection is mandatory. The VILLAGE shall keep a record of all individuals who request bid documents. The VILLAGE shall notify all individuals recorded as having requested bid documents of any changes with respect to any pre-bid conference or site inspection no later than 24 hours prior to the original scheduled date and no less than two business days prior to any newly scheduled date.
- C. **Bid Notice.** The VILLAGE shall publish a bid notice on the VILLAGE's website at least 14 calendar days before the date for the submission of bids.
- D. **Changes to Bids.** No bid may be changed, amended or supplemented in any way after the date and time for submission of bids.
- E. **Bid Opening.** All bids shall be opened, and a record of such bids shall be made on the date and at the time and location as stated in the bid notice or as prescribed in an addendum issued by the VILLAGE. If it is determined that an error was made in the public reading of the bids, the VILLAGE shall notify all

bidders of such error and reconvene the bid opening to correct the record as soon as reasonably possible.

- F. **Bid Reissuance.** If only one bid has been submitted, the VILLAGE will determine whether to open the bid or return the bid to the bidder via certified mail and reissue the bid notice or use a different method to award the contract.
- G. **Bid Tabulation.** The VILLAGE shall review, evaluate and tabulate responsive bids. In determining the apparent low bid, the VILLAGE shall consider the responsibility of the bidder, including, but not limited to, the bidder's experience and past performance, financial capacity, staff qualifications, and the willingness and ability to meet time requirements.
- H. **County Review.** The VILLAGE shall direct the bids, bid tabulation and its recommendation to the COUNTY, with justification supporting such recommendation. The COUNTY shall review the bids, bid tabulation and the VILLAGE's recommendation within seven calendar days of receipt and indicate its approval or disapproval thereof in writing. If the VILLAGE does not receive a response from the COUNTY within this time period, or receive a request for an extension of time, which request shall be reasonably considered, the lack of response shall be deemed approval.
- I. **Contract Execution.** Upon concurrence from the COUNTY, the VILLAGE shall negotiate the terms of and execute the contract. The VILLAGE shall forward a copy of the contract to the COUNTY no later than 14 calendar days after execution.
- J. **Pre-Construction Notices.** The VILLAGE shall provide no less than 14 calendar days' advance written notice to the COUNTY prior to the pre-construction meeting and no less than seven calendar days' advance written notice to the COUNTY prior to the start of construction.
- K. **Insurance.** The VILLAGE shall require that the construction contractor name the COUNTY as an additional insured under the contractor's general liability insurance policy.

- L. **Lead Agency.** The VILLAGE agrees to assume overall responsibility for the PROJECT, including ensuring that all required permits and joint participation and/or force account agreements are secured.
- M. **County Permits.** The COUNTY will grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to the VILLAGE and/or its agents, without charge of permit fees to the VILLAGE. Any permit(s) for right of access and/or temporary use of any of the COUNTY's property shall not be unreasonably withheld by the COUNTY.
- N. **Rights of Inspection.** The COUNTY and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction of the PROJECT. The VILLAGE shall work cooperatively with the COUNTY to address and resolve any concerns raised by the COUNTY with respect to construction of the PROJECT. Any dispute(s) concerning the construction of the PROJECT shall be resolved in accordance with Section VI of this AGREEMENT.
- O. **Final Inspection Notice.** The VILLAGE shall provide no less than 14 calendar days' advance written notice to the COUNTY prior to final inspection of the PROJECT.
- P. **County Signage.** The VILLAGE shall permit the COUNTY to erect signage at or near the construction site(s) indicating the COUNTY's participation on the PROJECT.
- Q. **Submittals.** All submittals and notices required of the VILLAGE under this section of the AGREEMENT must be directed by electronic mail to the DEPARTMENT's Bureau Chief of Construction at holly.cichy@cookcountyiil.gov.

II. MAINTENANCE

- A. **Definition.** 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 replacement of the maintained facility when needed.

- B. **Duty to Maintain.** Before, during and after completion of construction of the PROJECT, the VILLAGE shall maintain, or cause to be maintained, those portions of the PROJECT under its established jurisdictional authority. This duty to maintain shall survive termination of this AGREEMENT.

III. SCHEDULE AND TERMINATION

- A. **Notice to Proceed.** Execution of this AGREEMENT by the PARTIES shall be deemed a "Notice to Proceed" for the VILLAGE to commence work on the PROJECT.
- B. **Schedule.** Construction of the PROJECT must be completed within 20 months from the Effective Date of this AGREEMENT, as defined in Section VIII (I) below.
- C. **Inactivity.** This AGREEMENT and the covenants contained herein shall become null and void in the event that the construction contract for the PROJECT is not awarded within one year subsequent to the Effective Date of this AGREEMENT, as defined in Section VIII (I) below.
- D. **Suspension or Early Termination.** Subject to Section VII below, the VILLAGE agrees that, if the COUNTY determines that the VILLAGE 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 notification to the VILLAGE of said non-compliance or default and failure by the VILLAGE to correct said violations within 60 calendar days, may:
1. suspend or terminate this AGREEMENT in whole or in part by written notice, and/or;
 2. demand refund of any funds disbursed to the VILLAGE;
 3. deduct any refunds or repayments from any funds obligated to, but not expended by the VILLAGE, whether from this or any other project;

4. temporarily withhold cash payments pending correction of deficiencies by the VILLAGE or more severe enforcement action by the COUNTY;
 5. disallow all or part of the cost of the activity or action not in compliance;
 6. take other remedies legally available; or
 7. take appropriate legal action.
- E. **Termination.** This AGREEMENT terminates upon completion of the PROJECT and final reimbursement by the COUNTY, or December 31, 2022, whichever date is earlier.
- F. **Extensions.** The Superintendent of the DEPARTMENT or his or her designee(s) may extend in writing any deadline(s) imposed by this section, including, but not limited to, the termination date of the AGREEMENT.

IV. FINANCIAL

- A. **Cost Estimate.** Estimated construction costs for the PROJECT are \$1,550,000.
- B. **Village Cost Participation.** The VILLAGE agrees to pay all actual construction costs for the PROJECT, subject to reimbursement by the COUNTY as hereinafter stipulated.
- C. **County Cost Participation.** The COUNTY agrees to reimburse the VILLAGE for 20% of actual construction costs for the PROJECT (the "COUNTY'S SHARE"), up to a total maximum contribution of \$310,000 (the "MAXIMUM CONTRIBUTION").
- D. **Initial Payment.** The COUNTY agrees that upon award of the construction contract for the PROJECT and receipt of an invoice from the VILLAGE, the COUNTY will make an initial payment to the VILLAGE in the amount of \$155,000. This amount represents 50% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- E. **Second Payment.** The COUNTY agrees that upon completion of 70% of the construction contract and receipt of an invoice from the VILLAGE, the COUNTY

will make a second payment to the VILLAGE in the amount of \$77,500. This amount and the initial payment to the VILLAGE represent 75% of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.

- F. **Final Reimbursement.** The COUNTY agrees that upon completion of construction and receipt of an invoice from the VILLAGE, the COUNTY will make a final payment to the VILLAGE for the balance of the COUNTY'S SHARE under this AGREEMENT. The amount of the final payment will be based on the actual construction costs for the PROJECT and will reflect the COUNTY's prior payments to the VILLAGE. In the event that the prior payments made to the VILLAGE by the COUNTY exceed the COUNTY'S SHARE under this AGREEMENT, the COUNTY may require the VILLAGE to return any or all excess funds.
- G. **Final Reimbursement Documentation.** In order to receive final reimbursement from the COUNTY, the VILLAGE must submit the following documentation along with the final invoice:
1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Construction, including the name of the PROJECT and its associated section number;
 2. a copy of all cancelled check(s) paid to the contractor(s) (or a copy of the associated bank ledgers reflecting the payment(s)), or a letter(s) from the contractor(s) confirming payment was received for the service(s) rendered; and
 3. a copy of all associated invoice(s) submitted to the VILLAGE by the contractor(s) for the service(s) rendered.
- H. **Insufficient Documentation.** If the documentation submitted by the VILLAGE 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 pursuant to this AGREEMENT.
- I. **Ineligible Expenditures.** It is understood and agreed to by the PARTIES that the COUNTY will not reimburse the VILLAGE for any expenditures that are:

1. contrary to the provisions of this AGREEMENT;
 2. not paid by the VILLAGE or its contractor(s);
 3. of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
 4. incurred without the consent of the COUNTY after written notice of suspension or termination of any or all of the COUNTY's obligations under Section III (D) of this AGREEMENT; and
 5. in excess of the COUNTY's MAXIMUM CONTRIBUTION under this AGREEMENT.
- J. **Supplemental or Substitute Work.** Either PARTY may request, after the construction contract is awarded by the VILLAGE, that supplemental or costlier substitute work be added to the contract's scope of work. The VILLAGE will cause said supplemental or substitute work to be added to the contract, provided that said work will not unreasonably delay the PROJECT schedule. Whichever PARTY requested or caused said supplemental or costlier substitute work shall pay for the cost increases of said work in full.
- K. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT A.

V. REPORTING

- A. **Quarterly Performance Reports.** The VILLAGE must submit quarterly performance reports to the COUNTY no later than 30 days after the reporting period as determined by the COUNTY. Quarterly performance reports must include the following information:
1. a cover letter addressed to the DEPARTMENT's Bureau Chief of Strategic Planning and Policy, including the name of the PROJECT and its associated section number;

2. an estimate of the percentage of construction work completed for the PROJECT;
 3. a statement indicating whether construction of the PROJECT is on, behind or ahead of schedule;
 4. a record of construction activities and expenditures to date and for the current reporting period;
 5. a forecast of quarterly construction activities and expenditures for the remainder of the PROJECT;
 6. any significant changes to the PROJECT schedule.
- B. **Extensions.** The VILLAGE may request to extend the due date of any quarterly performance report 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 VILLAGE's actual expenditures to the planned amounts in the approved PROJECT budget (EXHIBIT A) and to track construction activities against the approved milestones in the PROJECT schedule, which is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT B.
- D. **Final Performance Report.** The VILLAGE 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 VILLAGE's achievements with respect to the PROJECT's objectives and milestones. The COUNTY will not issue final reimbursement until the final report is submitted.
- E. **Report Format.** The VILLAGE shall use whatever forms or documents are required for use by the COUNTY in submitting the quarterly and final performance reports.

- F. **Failure to Report.** The VILLAGE 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 quarterly and final performance reports, and any requests for extension, shall be directed to the DEPARTMENT's Bureau Chief of Strategic Planning and Policy by electronic mail delivery at maria.chocaurban@cookcountyil.gov.

VI. DISPUTE RESOLUTION

- A. **Negotiation.** If a dispute arises between the COUNTY and the VILLAGE concerning this AGREEMENT, the PARTIES will first attempt to resolve the dispute by negotiation. Each PARTY will designate persons to negotiate on their behalf. The PARTY contending that a dispute exists must specifically identify in writing all issues and present it to the other PARTY. The PARTIES will meet and negotiate in good faith in an attempt to resolve the matter. If the dispute is resolved as a result of such negotiation, there must be a written determination of such resolution, signed by the PARTIES, which will be binding upon the PARTIES. If necessary, the PARTIES will execute an addendum to this AGREEMENT. Each PARTY will bear its own costs, including attorneys' fees, incurred in all proceedings in this section. If the PARTIES do not resolve the dispute through negotiation, either PARTY may pursue other remedies under Section VI (B) below to enforce the provisions of this AGREEMENT.
- B. **Remedies.** In any action with respect to this AGREEMENT, the PARTIES are free to pursue any legal remedies at law or in equity. Each and every one of the rights, remedies, and benefits provided by this AGREEMENT shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law. Each PARTY will bear its own costs, expenses, experts' fees, and attorneys' fees, incurred in all litigation arising under this AGREEMENT.
- C. **Venue and Applicable Law.** All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purpose 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 such action.

VII. FORCE MAJEURE

- A. **Excuse from Performance.** Neither PARTY will be liable in damages to the other PARTY for delay in performance of, or failure to perform its obligations under this AGREEMENT, if such delay or failure is caused by a Force Majeure Event as defined in Section VII (B) below. If a PARTY cannot perform under this AGREEMENT due to the occurrence of a Force Majeure Event, then the time period for performance of the PARTY under this AGREEMENT shall be extended by the duration of the Force Majeure Event.
- B. **Force Majeure Event.** A “Force Majeure Event” means an event not the fault of, and beyond the control of the PARTY claiming excuse, which makes it impossible or extremely impracticable for such PARTY to perform the obligations imposed on it by this AGREEMENT, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include, but are not limited to:
1. an “Act of God,” such as an earthquake, flood, fire, Lake Michigan seiche, tornado, earth movement, or similar catastrophic event;
 2. an act of terrorism, sabotage, civil disturbance or similar event;
 3. a strike, work stoppage, picketing, or similar concerted labor action; and
 4. an order or regulation issued by a federal or state regulatory agency after the Effective Date of this AGREEMENT, or a judgment or order entered by a federal or state court after the Effective Date of this AGREEMENT.
- C. **Economic and Financial Conditions.** A Force Majeure Event does not include a change in economic or market conditions or a change in the financial condition of either PARTY to this AGREEMENT.

- D. **Notice.** The PARTY claiming a Force Majeure Event excuse must deliver to the other PARTY a written notice of intent to claim excuse from performance under this AGREEMENT by reason of a Force Majeure Event. Notice required by this section must be given promptly in light of the circumstances. Such notice must describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the PARTY expects to be prevented from performing, and the steps that the PARTY intends to take to restore its ability to perform its obligations under this AGREEMENT.

VIII. GENERAL CONDITIONS

- A. **Authority to Execute.** The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. **Binding Successors.** This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- C. **Compliance with Laws, Rules and Regulations.** The PARTIES shall at all times observe and comply with all 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 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 shall control.
- F. **Counterparts.** This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. **County Section Number.** The PROJECT is hereby designated as COUNTY section number 19-IICRD-10-PV. The VILLAGE shall include COUNTY section number 19-IICRD-10-PV on all PROJECT-related submittals, including, but not limited to, emails, correspondence and invoices.
- H. **Designation of Representatives.** Not later than 14 calendar days after the Effective Date of this AGREEMENT, as defined in Section VIII (I) below, each PARTY shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each representative shall 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 shall be readily available to the other.
- I. **Effective Date.** The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT, which date shall be inserted on the first page of this AGREEMENT. This AGREEMENT shall 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 or 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. **Indemnification.** The VILLAGE shall 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 VILLAGE, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this AGREEMENT.
- L. **Modification.** This AGREEMENT may only be modified by a written instrument executed by the Superintendent of the DEPARTMENT and an authorized representative of the VILLAGE.
- M. **No Individual or Personal Liability.** The PARTIES agree that the actions taken in regard to and the representations made by each respective PARTY in this AGREEMENT 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.
- N. **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 shall 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 hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the PARTIES hereto will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other PARTY hereto.
- O. **Notices.** Unless otherwise specified, all written reports, notices and other communications related to this AGREEMENT shall be in writing and shall 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: John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: john.yonan@cookcountyil.gov

To the VILLAGE: Bill McKenna
Village Engineer
Village of Oak Park
201 South Boulevard
Oak Park, IL 60302
E-mail: bmckenna@oak-park.us

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

- P. **Project Location.** A map showing the PROJECT limits is incorporated into and made a part of this AGREEMENT and attached hereto as EXHIBIT C.
- Q. **Recitals.** The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- R. **Records Maintenance.** The VILLAGE shall maintain during the term of this AGREEMENT and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each activity being assisted with COUNTY funds; a general ledger that supports the costs being charged to the COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements;

schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules, if applicable.

- S. **Reviews and Audits.** The VILLAGE will give the COUNTY access to all books, accounts, records, reports, files, and other papers pertaining to the administration, receipt and use of COUNTY funds to necessitate any reviews or audits.
- T. **Section Headings.** The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- U. **Severability.** If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall 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 shall 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.
- V. **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 shall not be unreasonably delayed or withheld.
- W. **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 shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the COUNTY or VILLAGE unless such provision is waived in writing.

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SIGNATURE PAGE FOLLOWS]**

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

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF OAK PARK:

Toni Preckwinkle
President
Cook County Board of Commissioners

Cara Pavlicek
Village Manager

This ____ day of _____, 2019

This ____ day of _____, 2019

ATTEST: _____
County Clerk

ATTEST: _____
Vicki Scaman
Village Clerk

RECOMMENDED BY:

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

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

By: _____
Assistant State's Attorney

EXHIBIT A

Funding Breakdown

ITEM	TOTAL ESTIMATED COST	VILLAGE SHARE	COUNTY SHARE
Construction	\$1,550,000	80%	20% (up to \$310,000)

EXHIBIT B

Schedule

Anticipated Project Milestones	
Plans issued for Bid:	October 17, 2019
Bid Opening:	October 31, 2019
Contract award by Oak Park Village Board:	November 28, 2019
Estimated Project Start Date:	May 4, 2020
Estimated Project Completion Date:	August 28, 2020

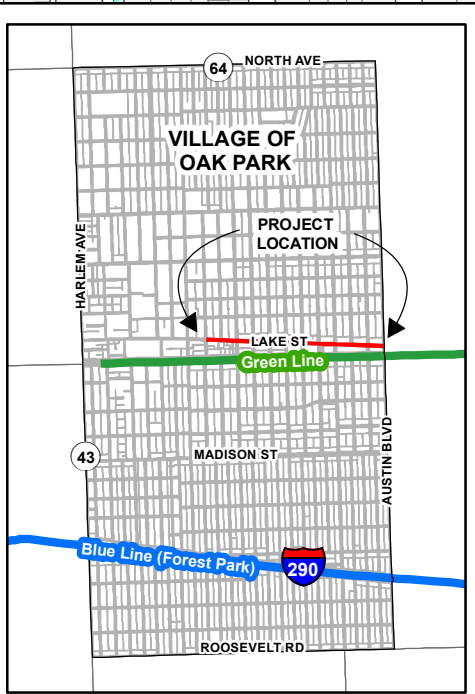
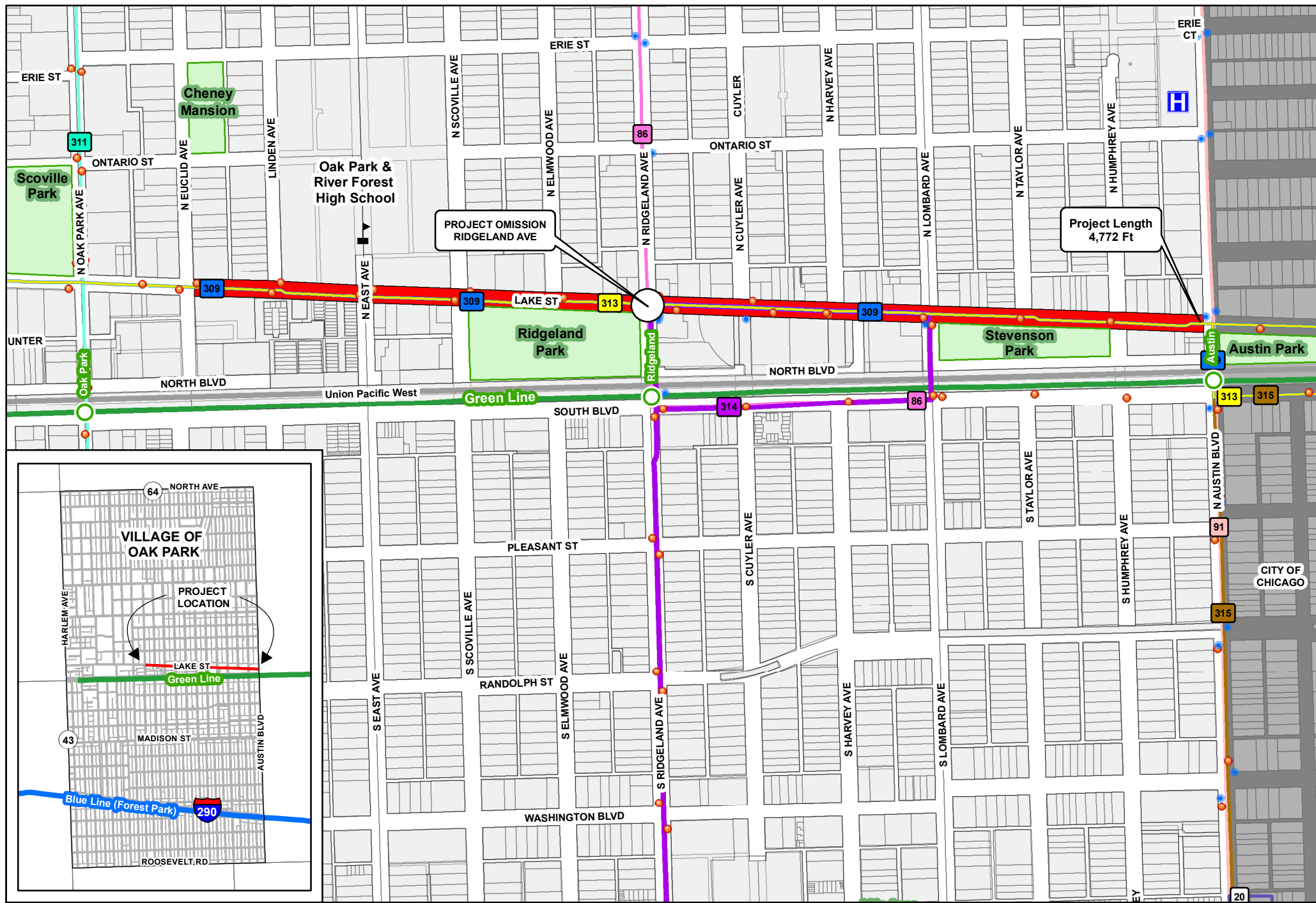




EXHIBIT C
0 290 580 1,160 Feet

**LAKE STREET RESURFACING
EUCLID AVE TO AUSTIN BLVD
INVEST IN COOK - MAR. 15, 2019**

- CTA Bus Stops
- Pace Bus Stops
- Lake Street Project Area



Oak Park