

ORIGINAL

RESOLUTION NO. R-2017-21

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE COUNTY OF COOK, ILLINOIS REGARDING CERTAIN STREET AND PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS ALONG 18TH AVENUE FROM MADISON STREET TO WASHINGTON BOULEVARD

[Project: Pavement Rehabilitation 18th Avenue from Madison Street to Washington Boulevard in the Village of Maywood; Section: 17-REHAB-00-PV]

WHEREAS, the County of Cook, Illinois, an Illinois home rule county ("Cook County"), desires to enter into an intergovernmental agreement entitled "Intergovernmental Agreement Between The Village Of Maywood And The County Of Cook, Illinois Regarding Certain Street And Pedestrian Infrastructure Improvements Along 18th Avenue From Madison Street To Washington Boulevard [Project: Pavement Rehabilitation 18th Avenue from Madison Street to Washington Boulevard in the Village of Maywood; Section: 17-REHAB-00-PV]" ("Agreement"), with the Village of Maywood, an Illinois home rule municipality ("Village"), relative to providing Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to pay for the construction of certain public street and pedestrian infrastructure improvements within the Village, subject to the terms and conditions set forth in the Agreement attached hereto as **Exhibit "A"** and made a part hereof to;

WHEREAS, the proposed public street and pedestrian infrastructure improvements consist of removal and replacement of deteriorated concrete curb and gutter and sidewalks, installation of ADA curb ramps, milling of existing roadway pavement, full depth patching of base course as needed, installation of hot-mix asphalt pavement leveling binder and surface courses, landscaping, signing, traffic control and protection, pavement marking, and other attendant highway appurtenances ("Project") and the Project is designated as County Section: 17-REHAB-00-PV; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to enter into the Agreement for the purposes stated above, subject to the terms and conditions set forth in the Agreement attached hereto as **Exhibit "A"** and made a part hereof. In accordance with Section 3.2 of the Agreement, the Village is obligated to pay one hundred percent (100%) of the design engineering and construction engineering costs plus the balance of actual construction costs in excess of the County's share of construction costs for the Project; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the attached Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and find that entering into the Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve an agreement entitled "Intergovernmental Agreement Between The Village Of Maywood And The County Of Cook, Illinois Regarding Certain Street And Pedestrian Infrastructure Improvements Along 18th Avenue From Madison Street To Washington Boulevard [Project: Pavement Rehabilitation 18th Avenue from Madison Street to Washington Boulevard in the Village of Maywood; Section: 17-REHAB-00-PV]" ("Agreement"), which is attached hereto as **Exhibit "A"** and made a part hereof, and authorize and direct the President and Clerk of the Village of Maywood, or their designees, to execute the attached Agreement and such other documents as are necessary to fulfill the Village's obligations under the Agreement.

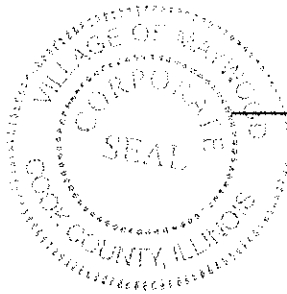
ADOPTED this 5th day of April, 2017, pursuant to a roll call vote as follows:

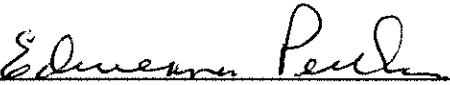
AYES: Mayor Edwenna Perkins, Trustee(s) H. Yarbrough, Sr., I. Brandon, A. Dorris, M. Rogers, M. Lightford and R. Rivers.

NAYS: None

ABSENT: None

APPROVED this 7th day of April, 2017, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.




Village President

ATTEST:


Village Clerk

EXHIBIT "A"

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD
AND THE COUNTY OF COOK, ILLINOIS REGARDING
CERTAIN STREET AND PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS
ALONG 18TH AVENUE FROM MADISON STREET TO WASHINGTON BOULEVARD**

**[Project: Pavement Rehabilitation 18th Avenue from Madison Street
to Washington Boulevard in the Village of Maywood; Section: 17-REHAB-00-PV]**

(attached)

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

PAVEMENT REHABILITATION

18TH AVENUE

Madison Street to Washington Boulevard

Section: 17-REHAB-00-PV

THE VILLAGE OF MAYWOOD

This **Intergovernmental Agreement** (the "Agreement") is made and entered into by and between the County of Cook (the "County"), a body politic and corporate of the State of Illinois, and the Village of Maywood (the "Village"), a municipal corporation of the State of Illinois. The County and the Village are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the County by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 *et seq.*, and the Illinois Highway Code, 605 ILCS 5/1-101 *et seq.*, is authorized to enter into this Agreement; and

WHEREAS, the Village by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, is authorized to enter into this Agreement; and

WHEREAS, the County and the Village are units of local government under the Illinois Constitution and have the constitutional and statutory authority to enter into this Agreement; and

WHEREAS, in order to ensure the safety of pedestrians, the motoring public and residents, the County and the Village wish to make improvements along 18th Avenue from Madison Street to Washington Boulevard; and

WHEREAS, the improvement is described as removal and replacement of deteriorated concrete curb and gutter and sidewalks, installation of ADA curb ramps, milling of existing roadway pavement, full depth patching of base course as needed, installation of hot-mix asphalt pavement leveling binder and surface courses, landscaping, signing, traffic control and protection, pavement marking, and other attendant highway appurtenances (hereinafter called "Project") and said Project is herein designated as County Section: 17-REHAB-00-PV; and

WHEREAS, the Village is willing to be the lead agent for design engineering, construction and construction engineering of the Project; and

WHEREAS, the County and the Village, by this instrument, desire to memorialize their respective obligations and responsibilities toward design engineering, construction, construction engineering and funding of the Project as well as future maintenance responsibilities of the completed Project; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement between the County and the Village shall not become effective unless authorized and executed by the Cook County Board of Commissioners and an authorized representative of the Village. This Agreement is a legal, valid and binding agreement, enforceable against the Village and the County, in accordance with its terms. This Agreement shall terminate upon completion of the Project. Notwithstanding the foregoing, the Parties hereto agree that the provisions of Sections 4.3 Payments to the Village and 5.7 Post-Project Maintenance herein shall survive termination of this Agreement, unless expressly terminated by the Parties in a writing signed by both parties.

SECTION 3. PROJECT FUNDS

- 3.1 County's Share of the Project. The County's share of expenses for the Project shall be equal to Eighty three and one third percent (83⅓ %) of the actual construction costs for the Project; however it is agreed by the Parties that notwithstanding the estimated or actual costs of the Project, the County's financial responsibility pursuant to this Agreement shall not exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).
- 3.2 Village's Share of the Project. The Village's share of expenses for the Project shall be equal to one hundred percent (100%) of the design engineering and construction engineering costs plus the balance of actual construction costs in excess of the County's share of costs for the Project.
- 3.3 Cost Estimates. A Funding Breakdown is incorporated into this Agreement and attached hereto as Exhibit A. The Funding Breakdown is only an estimate and does not limit the financial obligations of the Village as described in Sections 3.1 and 3.2 above.

SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Plan Review. The County shall review the design engineering plan submittals and approve same in a timely manner.
- 4.2 Final Inspection. The County may participate in the Final Inspection of the completed Project.
- 4.3 Payments to the Village. The costs that the County are obligated to reimburse the Village as described in Section 3. Project Funds, shall be paid in progressive basis based upon the actual quantities used and the contract unit prices as awarded for the Project construction costs, and the County shall pay the Village within ninety (90) days after receipt of an invoice from the Village.

SECTION 5. VILLAGE'S OBLIGATIONS

- 5.1 Village as Lead Agent; Appropriation of Funds. Pursuant to the term and conditions of this Agreement, the Village shall finance the design engineering, construction and construction engineering costs and act as Lead Agent for the Project.

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PAVEMENT REHABILITATION
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Madison Street to Washington Boulevard
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- 5.2 Design Engineering. The Village shall conduct design engineering and prepare the Project construction plans, specifications, estimates and contract documents and obtain necessary approvals, including from County.
- 5.3 Construction and Construction Engineering. The Village shall provide construction engineering and cause the Project to be built in accordance with the approved design plans, specifications and construction contract.
- 5.4 Notification of Final Inspection. The Village shall provide the County fourteen (14) days' advance notice of the Final Inspection for the completed Project. The County's contact is Ms. Holly Cichy, Bureau Chief of Construction, at 312-603-1613.
- 5.5 County's Identifier. The Village shall reference all correspondence, plans, invoices and other documents for the Project with the County's identifier Section: 17-REHAB-00-PV.
- 5.6 Public Notification of Project. The Village shall coordinate and control public notification of the Project scope, timing and duration through its municipal newsletter, website, etc.
- 5.7 Post-Project Maintenance. The Village shall retain jurisdiction over and maintain the improved sections of roadways and sidewalks following completion of the Project.

SECTION 6. GENERAL PROVISIONS

- 6.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflict-of-law principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 6.2 Default. The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within thirty (30) days after written notice of the breach is given to Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Village, the County shall be entitled to exercise all available remedies at law or in equity, including, but not limited to, termination of this Agreement upon thirty (30) days' written notice to the Village.

The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within thirty (30) days after written notice of the breach is given to the County by the Village, setting forth the nature of such breach. Failure of Village to give written notice of breach to the County shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. Upon default by the County, the Village shall be entitled to exercise all available remedies at law or in equity, including, but not limited to, termination of this Agreement upon thirty (30) days' written notice to the County.

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- 6.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties; provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 6.4 Binding Successors. The Parties agree that their respective successors and assigns shall be bound by the terms of this Agreement.
- 6.5 Force Majeure. Neither the County nor the Village shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include, but are not limited to, acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 6.6 Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the Parties.
- 6.7 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

TO THE COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 West Washington Street, 24th Floor
Chicago, IL 60602

TO THE VILLAGE OF SCHAUMBURG:

Mr. Willie Norfleet, Jr.
Village Manager
Village of Maywood
40 Madison Street
Maywood, IL 60153

- 6.8 Entire Agreement. This Agreement constitutes the entire agreement between the County and the Village, and merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitment and writing with respect to such subject matter hereof.
- 6.9 Counterparts. This Agreement is comprised of several identical counterparts, each to be fully executed by the Parties and each to be deemed an original having identical legal effect.

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IN WITNESS WHEREOF, the County and the Village have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

EXECUTED BY
VILLAGE OF MAYWOOD:

Toni Preckwinkle
President
Cook County Board of Commissioners

Edwenna Perkins
Mayor

This ____ day of _____ A.D. 2017.

This ____ day of _____ A.D. 2017.

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

(SEAL)

(SEAL)

RECOMMENDED BY:

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

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

Assistant State's Attorney

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EXHIBIT A
Funding Breakdown

ITEM	TOTAL ESTIMATED COST	VILLAGE SHARE	*COUNTY SHARE
Design Engineering	\$29,000.00	\$29,000.00	\$0
Construction	\$300,000.00	\$50,000.00	\$250,000.00
Construction Engineering	\$22,600	\$22,600.00	\$0
TOTAL	\$351,600.00	\$101,600.00	*\$250,000.00

* Maximum County participation not to exceed \$250,000.00

