

**RESOLUTION NO. R-2022-23**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD  
AND THE MAYWOOD PARK DISTRICT FOR THE JOINT INVESTIGATION OF  
FUNDING OPTIONS FOR THE REHABILITATION OF THE EXISTING  
FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY OR REPLACEMENT OF  
THE FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY WITH A NEW POOL FACILITY**

**WHEREAS**, the Village of Maywood (“Village”) currently owns and maintains a public pool, land adjacent to the pool inside a fenced area, and related facilities inside a fenced area, commonly known collectively as the Fred Hampton Family Aquatic Center (“Pool Facility”), on property commonly known as Maywood Park, and which is located north of Oak Street, south of the Union Pacific Railroad lines, west of 1st Avenue and east of 5th Avenue; and

**WHEREAS**, the Pool Facility is not currently functional and is in need of rehabilitation or replacement prior to any future use; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to enter into an Intergovernmental Agreement with the Maywood Park District (“Park District”) relative to the joint investigation by the Parties of funding options for the rehabilitation of the Pool Facility or replacement of the Pool Facility with a new pool facility, all subject to the terms and conditions set forth in the Intergovernmental Joint Investigation Agreement (“Joint Investigation Agreement”) attached hereto as **Exhibit “1”** and made a part hereof; and

**WHEREAS**, the Park District desires to enter into the Joint Investigation Agreement with the Village relative to the joint investigation by the Parties of funding options for the rehabilitation of the Pool Facility or replacement of the Pool Facility with a new pool facility, all subject to the terms and conditions set forth in the Joint Investigation Agreement attached hereto as **Exhibit “1”** and made a part hereof; 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 Joint Investigation 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/), and find that entering into the attached Joint Investigation Agreement is in the best interests of the Village.

**BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO ITS 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/), 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 entering into the Joint Investigation Agreement with the Park District, a copy of which is attached hereto as

**Exhibit "1"** and made a part hereof, and authorize and direct the Village President and the Village Clerk, or their designees, to execute the Joint Investigation Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Joint Investigation Agreement.

**SECTION 3:** The Village Clerk, or his/her designee, shall transmit a certified copy of this Resolution and an executed copy of the final version of the Intergovernmental Agreement to the Park District for its record retention purposes.

**SECTION 4:** This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

**ADOPTED** this 19<sup>th</sup> day of April, 2022, pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** None

**APPROVED** this 19<sup>th</sup> day of April, 2022, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

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Nathaniel George Booker  
Village President

**ATTEST:**

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Gwaine Dianne Williams, Village Clerk

**EXHIBIT "1"**

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT  
FOR THE JOINT INVESTIGATION OF FUNDING OPTIONS FOR THE REHABILITATION OF  
THE EXISTING FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY  
OR REPLACEMENT OF THE FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY  
WITH A NEW POOL FACILITY**

(attached)

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT  
FOR THE JOINT INVESTIGATION OF FUNDING OPTIONS FOR THE REHABILITATION OF THE EXISTING FRED  
HAMPTON FAMILY AQUATIC CENTER POOL FACILITY OR REPLACEMENT OF THE FRED HAMPTON FAMILY  
AQUATIC CENTER POOL FACILITY WITH A NEW POOL FACILITY**

This **INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made and entered into this \_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the VILLAGE OF MAYWOOD ("Village"), an Illinois municipal corporation, and the MAYWOOD PARK DISTRICT, an Illinois body corporate and politic ("Park District").

**RECITALS**

**WHEREAS**, the Village currently owns and maintains a public pool, land adjacent to the pool inside a fenced area, and related facilities inside a fenced area, commonly known collectively as the Fred Hampton Family Aquatic Center ("Pool Facility"), on property commonly known as Maywood Park, and which is located north of Oak Street, south of the Union Pacific Railroad lines, west of 1st Avenue and east of 5th Avenue; and

**WHEREAS**, the Pool Facility is not currently functional and is in need of rehabilitation or replacement prior to any future use; and

**WHEREAS**, the Village and the Park District find that it is necessary and desirable to jointly investigate funding options for the rehabilitation of the existing Pool Facility or for the replacement of the existing Pool Facility with a new pool facility, and desire to memorialize their respective obligations relative to such joint investigation through approval of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF PREAMBLES:** Each of the Whereas paragraphs contained in the Recitals section above is incorporated herein and made a part of this Agreement.

2. **EFFECTIVE DATE, TERM AND TERMINATION:** This Agreement shall be deemed dated and become effective on the date that the last party executes this Agreement (the "Effective Date"), which date shall be inserted on page 1 of this Agreement. The **term of this Agreement shall run from its Effective Date until April 30, 2023**, unless such term is extended by mutual written agreement of the parties. Either party may terminate this Agreement for any reason upon ten (10) calendar days' written notice.

3. **JOINT INVESTIGATION OF FUNDING OPTIONS:**

A. **Joint Investigation Purpose:** During the term of this Agreement, the parties shall jointly investigate (the "Joint Investigation") funding options for:

1. the rehabilitation of the existing Pool Facility; and
2. replacement of the existing Pool Facility with a new pool facility.

**B. Designation of Staff:** Each party shall, within fifteen (15) days of the Effective Date of this Agreement, designate a staff member as the direct liaison to the other party for purposes of the Joint Investigation. The designation shall be communicated to the other party via written notice.

**C. Meetings:** The Staff Designees shall first meet within thirty (30) days of the Effective Date of this Agreement. The Staff Designees shall meet or otherwise update each other no less than every two (2) weeks thereafter to identify next steps and report on progress, during the Term of the Agreement.

**D. Joint Investigation Activities:** Joint Investigation by the Staff Designees shall include, but is not limited to:

- Conducting such assessments as necessary to identify the cost effectiveness of rehabilitating the existing Pool Facility versus replacing the existing Pool Facility with a new pool facility (Completion Goal: August 31, 2022);
- Exploration of available grant funds for the rehabilitation and/or replacement of the existing Pool Facility (Completion Goal: November 30, 2022);
- Exploration of public financing methods for the rehabilitation and/or replacement of the existing Pool Facility (Completion Goal: November 30, 2022);
- Exploration of additional funding mechanisms, sources and arrangements for the rehabilitation and/or replacement of the existing Pool Facility (Completion Goal: November 30, 2022);
- Presentation of options for the rehabilitation and/or replacement of the existing Pool Facility to the respective governing Boards of the Parties (Completion Goal: January 31, 2023);
- Completion and submittal of grant or other funding applications or similar documents for the rehabilitation and/or replacement of the existing Pool Facility upon direction of the respective governing Boards of the Parties (March 31, 2023).

**E. Updates to Governing Boards:** During the course of the Joint Investigation, the Staff Designees shall provide joint updates to the governing Boards of the Parties no less often than every sixty (60) days.

**F. Additional Resources:** The Parties shall endeavor to devote additional staff and other resources to the Joint Investigation, as deemed necessary and pursuant to the mutual agreement of the Parties.

4. **MUTUAL COOPERATION:** The Village and the Park District agree to fully cooperate, consult and inform each other regarding the Joint Investigation, in order to achieve the mutual goals and purposes of identifying funding options for the rehabilitation of the existing Pool Facility or replacement of the existing Pool Facility with a new pool facility.

5. **NOTICE:** All notices required to be provided under this Agreement shall be in writing and served either (a) personally during regular business hours; or (b) by overnight courier; or (c) by registered or certified mail, return receipt requested, properly addressed with postage prepaid and deposited in the United States mail. Notices served personally or by overnight courier shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service or upon a refusal to accept delivery. All notices shall be addressed as follows:

The Village:  
Chasity Wells-Armstrong  
Village Manager  
Village of Maywood  
40 Madison Street  
Maywood, Illinois 60153  
Telephone (708) 450-6301

The Park District:  
Lonette Hall  
Executive Director  
Maywood Park District  
921 S. 9th Avenue  
Maywood, Illinois 60153  
Telephone (708) 344-4740

6. **EXECUTION:** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

7. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire understanding between the parties concerning the subject matter of this Agreement and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

8. **AMENDMENT:** No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change hereto shall be in writing upon mutual agreement of the parties. A party recommending a revision or modification to this Agreement shall provide the other party with at least ten (10) days' notice of the proposed change.

9. **NO DUTY TO THIRD PARTIES:** This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Village, and/or any of their respective officials, officers and/or employees.

10. **NON-WAIVER:** Failure by the Park District or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Park District and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

11. **SEVERABILITY:** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such

prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **AUTHORITY:** Execution of this Agreement by the Village is authorized by a resolution passed by the President and Board of Trustees of the Village on April 19, 2022. Execution of this Agreement by the Park District is authorized by a resolution passed by the ordinance/resolution passed by the Board of Commissioners of the Park District on \_\_\_\_\_, 2022. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

13. **DISCLAIMER OF RELATIONSHIP:** Nothing contained in this Agreement, nor any act of the Village or the Park District, shall be deemed or construed by either of the parties hereto, or by third persons, to create any relationship of a third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village and the Park District.

14. **ENFORCEABILITY:** If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law, provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties.

15. **JURISDICTION AND VENUE:** This Agreement concerns property located within, and actions and activities to be performed within, the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable 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 shall be in the Circuit Court of Cook County, Illinois and the parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding.

16. **CAPTIONS:** The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the context.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the date the last signatory signed and dated this Agreement below, which date shall be inserted on page 1 hereof.

**VILLAGE OF MAYWOOD**

**MAYWOOD PARK DISTRICT**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Village Clerk

Attest: \_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2022-23**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD  
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THE FRED HAMPTON FAMILY AQUATIC CENTER POOL FACILITY WITH A NEW POOL FACILITY**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 19<sup>th</sup> day of April, 2022, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 19<sup>th</sup> day of April, 2022.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 19<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk