RESOLUTION NO. 2018-01

A RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT FOR COST SHARING AND START-UP
ACTIVITIES RELATED TO THE ESTABLISHMENT OF
THE WEST REGIONAL ENTERPRISE ZONE

WHEREAS, the State of Illinois has enacted the “Illinois Enterprise Zone Act”
(the “Act”), 20 ILCS 655/1 et al., to alleviate distressed economic conditions in certain
depressed areas; and

WHEREAS, the Act permits units of local government to designate depressed
areas within the boundaries of the local governments as enterprise zones for the
purpose of obtaining certain state tax and regulatory incentives to encourage economic
development and neighborhood revitalization; and

WHEREAS, the Village has, in the past, had an enterprise zone consisting only
of territory within the Village; and

WHEREAS, the Village now desires to participate in the creation of a new larger
enterprise zone, to be known as the West Regional Enterprise Zone (the “Enterprise
Zone”), along with the Village of Bellwood (“Bellwood”), the Village of Broadview
(“Broadview”), the Village of Melrose Park (“Melrose Park”), and the County of Cook
(“Cook County”) (collectively, the “Participating Local Governments”); and

WHEREAS, the Enterprise Zone shall be established through adoption of
ordinances by the Participating Local Governments, by entering into an
Intergovernmental Agreement relative to governance, regulatory incentives, and other
aspects related to the Enterprise Zone, submission of an application for designation to
the Illinois Department of Commerce and Economic Opportunity (“DCEO”), designation
by the State, and through compliance with the public hearing and other requirements of
the Act; and

WHEREAS, the Participating Local Governments have determined that there
exists an initial need to jointly cooperate relative to establishing the Enterprise Zone, to
share certain of the costs of establishing the Enterprise Zone, and to enter into an
Intergovernmental Agreement relative to said start-up activities, cooperation and cost
sharing (the “Initial Intergovernmental Agreement”). Once the Enterprise Zone is
formally established by an intergovernmental agreement (the “IGA”) and certification by
DCEO, and the respective obligations of the Participating Local Governments under the
Initial Intergovernmental Agreement are satisfied, the Initial Intergovernmental
Agreement will be terminated. Upon termination, the IGA will control any further
operating, procedural, and cost-sharing related to the Enterprise Zone; 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
Initial Intergovernmental Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and find that entering into the Initial Intergovernmental 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 Village President and Board of Trustees authorize the execution of the Initial Intergovernmental Agreement relative to initial start-up activities, cooperation and cost-sharing in the creation of the Enterprise Zone, to be substantially in the form of the draft attached hereto and made a part hereof as Exhibit "1". Any minor changes to the draft Agreement prior to its execution are subject to the approval of the Village Manager. The Village President and Village Clerk, or their designees, are directed and authorized to execute the Initial Intergovernmental Agreement upon its finalization, and to execute and deliver all other instruments and documents that are necessary in order to fulfill the Village's obligations under the Initial Intergovernmental Agreement. Further, the Village President and Board of Trustees designate Angela Smith as the Village's designee on the Start-Up Committee pursuant to Section 3.A. of the Initial Intergovernmental Agreement.
ADOPTED this 6th day of February, 2018, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee R. Rivers

APPROVED by me this 7th day of February, 2018 and attested to by the Village Clerk this same day.

__________________________________________________
Village President

__________________________________________________
Village Clerk
Exhibit “1”

Initial Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT FOR COST SHARING AND START-UP ACTIVITIES RELATED TO THE ESTABLISHMENT OF THE WEST REGIONAL ENTERPRISE ZONE

(attached)
STATE OF ILLINOIS
)
)
SS
)

COUNTY OF COOK


CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 2018-01

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR COST SHARING AND START-UP ACTIVITIES RELATED TO THE ESTABLISHMENT OF THE WEST REGIONAL ENTERPRISE ZONE

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 6th day of February, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 7th day of February, 2018.

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 Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee R. Rivers

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 7th day of February, 2018.

______________________________________________
Village Clerk

[SEAL]
INTERGOVERNMENTAL AGREEMENT FOR COST SHARING AND START-UP ACTIVITIES
RELATED TO THE ESTABLISHMENT OF
THE WEST REGIONAL ENTERPRISE ZONE

This Intergovernmental Agreement for Cost Sharing and Start-Up Activities Related to the Establishment of the West Regional Enterprise Zone ("Agreement") is made and entered into this ____ day of ______________, 2018, by and between the Village of Maywood ("Maywood"), the Village of Bellwood ("Bellwood"), the Village of Broadview ("Broadview"), the Village of Melrose Park ("Melrose Park"), and the County of Cook ("Cook County") for the purpose of allocating and sharing the costs and obligations relating to the initial application and start-up phase of creating the West Regional Enterprise Zone, including the hiring of and payment of a consultant. Maywood, Bellwood, Broadview, Melrose Park, and Cook County are hereinafter referred to collectively as the "Participating Local Governments."

RECITALS:

WHEREAS, the State of Illinois has enacted the "Illinois Enterprise Zone Act" (the "Act"), 20 ILCS 655/1 et al., to alleviate distressed economic conditions in certain depressed areas; and

WHEREAS, the Act permits units of local government to designate depressed areas within the boundaries of the local governments as enterprise zones for the purpose of obtaining certain state tax and regulatory incentives to encourage economic development and neighborhood revitalization; and

WHEREAS, the Participating Local Governments have indicated their willingness and desire to cooperate in establishing an enterprise zone, to be known as the West Regional Enterprise Zone (the "Enterprise Zone"), to include all or portions of land located within the Participating Local Governments. The Enterprise Zone shall be established through adoption of ordinances by the Participating Local Governments, submission of an application for designation to the Illinois Department of Commerce and Economic Opportunity ("DCEO"), designation by the State, by entering into an Intergovernmental Agreement relative to governance, regulatory incentives, and other aspects related to the Enterprise Zone, and through compliance with the public hearing and other requirements of the Act; and

WHEREAS, the Participating Local Governments have determined that there exists a need to jointly cooperate relative to establishing the Enterprise Zone, to share certain costs of establishing the Enterprise Zone, and to enter into this Agreement relative to said cooperation and cost sharing. Once the Enterprise Zone is formally established by an intergovernmental agreement (the "IGA"), and after certification by DCEO, and after the respective obligations of the Participating Local Governments under this Agreement are satisfied, this Agreement will be terminated. Upon termination of this Agreement, the IGA will control the governance, the operations, the procedures, and the cost-sharing obligations related to the Enterprise Zone; and

WHEREAS, the Participating Local Governments have taken all necessary corporate actions to authorize the approval of this Agreement. This Agreement is authorized and entered into in accordance with applicable State laws, including Article VII, Section 10 of the 1970
Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and other good and valuable consideration, the Participating Local Governments agree as follows:

Section 1. Incorporation. The above Recitals are incorporated by reference as material terms of this Section 1.

Section 2. Application Phase and Application Phase Activities. The Participating Local Governments agree that various activities must be performed in order to create and submit an application for certification of the Enterprise Zone to DCEO. Such activities include, but are not limited to, the drafting and approval of this Agreement, creation of the Start-Up Committee (as defined below), preparing and issuing an RFP for a consultant to assist the Start-Up Committee (the "Consultant"), choosing said Consultant, and the performance of work by the Consultant and Start-Up Committee necessary to create and submit an application to DCEO for the creation and certification of the Enterprise Zone (collectively, the "Application Phase Activities"). The time period during which the Application Phase Activities are to be performed shall be the "Application Phase." The Application Phase Activities shall be conducted by the Start-Up Committee, the Consultant and any other Start-Up Committee selected professional consultants who are needed to provide services.

Section 3. Creation of Start-Up Committee.

A. Start-Up Committee.

1. A five (5) person "Start-Up Committee," consisting of one (1) designated representative from each of the Participating Local Governments, shall assist with and oversee the completion of the Application Phase Activities, and shall perform any other assignments and tasks as directed by the Participating Local Governments or as needed to accomplish the goals and objectives of this Agreement.

2. Once each Participating Local Government has designated a representative to the Start-Up Committee, the Start-Up Committee shall conduct an initial meeting, at which the Start-Up Committee shall choose a chairperson, who shall prepare agendas, set the time and date for future meetings of the Start-Up Committee in consultation with the other members, and act as chair for all meetings of the Start-Up Committee. An affirmative vote of three (3) designated representatives to the Start-Up Committee is necessary for approval of any action by the Committee. The Start-Up Committee may adopt by-laws governing its operation.

3. The Start-Up Committee shall prepare and issue an RFP for the selection of a "Consultant." Work to be performed by the Consultant, and included as part of the scope of work to be set forth in the RFP, includes, but is not limited to, the following:

   - Assist the Start-Up Committee in identifying the areas (up to 15 square miles) to be included in the Enterprise Zone. The boundaries as outlined presently include portions of unincorporated Cook County, as well as all of Maywood, Bellwood, Broadview, and Melrose Park, with the exception of an industrial area consisting of (XXXX acres) in Melrose Park). It is expected and
anticipated that those initial boundaries may change as the application process progresses.

- Assist the Start-Up Committee in developing a legal description for the new zone boundaries as required by DCEO. The municipal engineers of the Participating Local Governments, as well as GIS mapping, resources and personnel will be made available to the Consultant to assist in completion of this work.

- Identify and provide outreach to large businesses within the Participating Local Governments to explain the benefits of the Enterprise Zone, in order to educate and inform, and to foster support for the Enterprise Zone Application. Convene and facilitate regional business meetings to explain the benefits of the Enterprise Zone, in order to educate and inform, and to foster support for the Enterprise Zone Application.

- Determine the labor market area for the Enterprise Zone Application.

- Compile qualifying criteria for the Enterprise Zone Application from the labor market area. Analyze the qualifying criteria data and present it to the Start-Up Committee in order to assure that a competitive Enterprise Zone Application is submitted. Start-Up Committee staff will assist the Consultant in scheduling and coordinating meetings with the Participating Local Governments and County groups.

- Prepare an Enterprise Zone Application with the necessary submittal data and documentation for submission to DCEO.

- Attend meetings with various Participating Local Government boards, commission, and staff, as requested, in order to educate and inform, and to explain the benefits of the proposed Enterprise Zone. Staff of the Participating Local Governments shall assist the Consultant in the scheduling and coordination of these meetings.

- Draft formation and approval ordinances for the Enterprise Zone and its application for review by legal counsel of the Participating Local Governments prior to submission to the respective boards of the Participating Local Governments.

- Upon submission of the Enterprise Zone Application to the State, assist the Start-Up Committee, and the boards of the Participating Local Governments, with advice and support regarding the State of Illinois review of the Application, as well as providing review, follow-up and status reports on the approval process.

4. The Start-Up Committee shall choose a Consultant based on the results of the RFP. The Participating Local Governments delegate to the Start-Up Committee the authority to retain the Consultant following selection.
5. The Start-Up Committee shall meet as needed, and shall cooperatively define the goals and performance objectives which they determine necessary for the Consultant, and shall further establish in writing the priority among those various goals and objectives.

6. The Start-Up Committee shall work cooperatively with the Consultant, to provide support and assistance in preparing the Enterprise Zone Application for submission to DCEO for certification of the Enterprise Zone, and in performing the other Application Phase Activities.

7. The Start-Up Committee shall provide periodic written reports to the administrative heads of the Participating Local Governments on the status of the completion of the Application Phase Activities and any other assignments, tasks, goals and objectives of this Agreement. The frequency of the status reports shall be determined by the Start-Up Committee or the Participating Local Governments.

8. No designated representative on the Start-Up Committee shall receive compensation for service on the Committee, other than the compensation the person ordinarily receives from his or her employing Participating Local Government.

9. The Start-Up Committee shall be subject to and shall be governed by the terms of this Agreement and by any by-laws adopted by the Start-Up Committee, as amended. In the event of a conflict between this Agreement and the by-laws, the terms of this Agreement shall control the creation and operation of the Start-Up Committee.

10. The Start-Up Committee is not intended to be a legal entity separate and apart from the individual Participating Local Governments and shall have no power to contract or take any other legally binding action other than as delegated herein. Such delegated authority includes, but is not limited to, the delegated authority to choose the Consultant and any other Start-Up Committee selected professional consultants who are needed to provide the Application Phase Activities as set forth herein.

Section 4. Sharing of Costs and Obligations. The Participating Local Governments agree to allocate and share the following costs and obligations:

A. Cost of Consultant and Application.

1. A draft estimated budget for the shared costs of performing the Application Phase Activities (the “Shared Application Phase Costs”) shall be prepared by the Start-Up Committee. Once the Start-Up Committee has finalized an estimated budget for the Shared Application Phase Costs, the final version shall be sent to the Participating Local Governments Managers/Administrators/Chiefs of Staff for approval under a recommendation of the Start-Up Committee. A copy of the final version of the approved estimated budget for Shared Application Phase Costs shall be attached to this Agreement as Exhibit “A” and made a part hereof once it is approved by the Participating Local Governments.

2. The Participating Local Governments agree to share equally in the cost of the Application Phase Activities on the following basis: Cook County - 20%, Maywood - 20%; Bellwood - 20%; Broadview - 20%; Melrose Park - 20%.
B. Payment Schedule for Shared Costs.

1. On a quarterly basis, Maywood agrees to calculate all of the Shared Application Phase Costs under this Agreement, which include the costs of paying the Consultant, and shall send invoices to the other Participating Local Governments showing the monthly and quarterly costs of the Shared Costs for payment of their respective equal (one-fifth) share. The quarterly periods shall be: January 1st to March 31st; April 1st to June 30th; July 1st to September 30th; and October 1st to December 31st. The other Participating Local Governments agree to pay their respective share of the Shared Application Phase Costs to Maywood on a quarterly basis by the 30th day following receipt of such invoice following the end of each quarter.

Section 5. General Provisions.

A. Term. The term of this Agreement shall commence on its Effective Date (as defined below) and continue until the IGA for the Enterprise Zone is approved by the Participating Local Governments, or its mutual termination by the Participating Local Governments, or termination by one or more of the Participating Local Governments, upon sending written notice of its/their withdrawal from the Agreement.

B. Termination. Upon the termination of this Agreement, the Participating Local Governments shall share equally in all outstanding Shared Application Phase Costs, including any payments of the Consultant or to any other person authorized by the Participating Local Governments or the Start-Up Committee to work on the Enterprise Zone and/or its application.

C. Notice. All notices and other communications required or permitted under this Agreement shall be in writing and may be personally delivered, faxed, e-mailed or sent by first-class mail, postage prepaid, addressed to the Mayor/President of each Participating Local Government at their business mailing address and electronic telecommunications contact information. All notices and other communications required or permitted under this Agreement shall be deemed to have been received on the day when personally delivered, faxed, e-mailed or three (3) calendar days after being mailed, as the case may be.

D. Complete Agreement. This Agreement contains the entire understanding between the Participating Local Governments 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 Participating Local Governments relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment or change shall be allowed to this Agreement. Any modification, amendment or change to this Agreement shall be in writing and approved and executed by the Participating Local Government.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a Participating Local Government. Reproduction of this Agreement and its
signatures hereon shall be the equivalent of an original copy of this Agreement.

F. Mutual Release, Hold Harmless and Waiver of Claims. Each Participating Local Government, for itself and its elected or appointed officers and officials, agents, volunteers, attorneys, engineers, representatives and/or employees agrees to waive, release, relinquish and hold harmless all of the other Participating Local Governments, and their elected or appointed officers and officials, presidents and trustees, agents, volunteers, attorneys, engineers, representatives and/or employees, from any and all claims, actions, suits, injuries, damages, costs, expenses and liabilities each Participating Local Government has, or may have, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with entering into this Agreement or entering into any agreement or contract pursuant to this Agreement, or from the performance or termination of this Agreement.

G. Compliance With Laws. The Participating Local Governments that are party to this Agreement, in carrying out the terms and conditions of this Agreement, shall comply with all applicable federal, state and local laws, rules and regulations for the jurisdictions in which the Enterprise Zone will be located, including the following:

1. Certification. Each Participating Local Government and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotat[ing]) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Participating Local Government is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Participating Local Government and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that it and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer’s or employee’s official capacity. Nor have any of the Participating Local Governments and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Participating Local Governments been so convicted nor made such an admission.

2. Non-Discrimination. Each Participating Local Government and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). Each Participating Local Government certifies that it is an

3. Conflict of Interest. Each Participating Local Government represents and certifies that, to the best of its own respective knowledge: (1) no employee or agent of the Participating Local Government is interested in the business of the other Participating Local Governments or this Agreement; (2) as of the date of this Agreement, neither the Participating Local Government nor any person employed or associated by it has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Participating Local Government, nor any person employed by or associated with it shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

H. Cooperation. The Participating Local Governments enter into this Agreement in the interests of intergovernmental collaboration. As such, the Participating Local Governments agree to work in good faith to achieve the objectives of this Agreement and to mutually resolve any disputes occurring or arising out of or during the term of this Agreement. The Participating Local Governments agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement.

I. Severability. If any provision of this Agreement or the application of any such provision to any Participating Local Government shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected, and each remaining provision of this Agreement shall be considered valid and shall be enforced to the fullest extent permitted by law.
IN WITNESS WHEREOF, the Villages of Maywood, Bellwood, Broadview and Melrose Park, and the County of Cook, have caused this Agreement to be signed on their behalf by their respective Mayor/President, on the days and year written below. The effective date of this Agreement shall be the date the last signatory signs this Agreement, which date shall be entered on page 1 hereof. Each of the Participating Local Governments has executed an original of the signatory page, which shall be attached to this Agreement and made a part hereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
Exhibit “A”

Final Approved Budget for Shared Application Phase Costs

(to be attached following creation and approval)