

**ORDINANCE NO. 2019-27**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT TO PAY PORTION OF TIF-ELIGIBLE PROJECT EXPENSES ASSOCIATED WITH SMART ROUTE PROGRAM COSTS, AND APPROVING AND AUTHORIZING EXECUTION OF A COST SHARING AGREEMENT BETWEEN VILLAGE OF MAYWOOD, STRENGTHENING PROVISO YOUTH, PROVISO TOWNSHIP AND BOARD OF EDUCATION OF SCHOOL DISTRICT 89 FOR SMART ROUTE PROGRAM**

**(PROJECT: WAYFINDING SIGNAGE, SUPPLIES, JOB TRAINING AND PART-TIME PERSONNEL COSTS FOR WALKING ROUTE SUPERVISOR AND WORKERS AND INSURANCE)**

**WHEREAS**, the President and Board of Trustees (the "Corporate Authorities") of the Village of Maywood, Cook County, Illinois (the "Village"), in an effort to revitalize the Village's local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, have adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment financing ("TIF") in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"), for the Madison Street / Fifth Avenue Tax Increment Financing Redevelopment Project Area (the "Project Area"); and

**WHEREAS**, the Corporate Authorities have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and affected taxing districts, certain blighting and adverse conditions within the Project Area must be removed, certain infrastructure improvements must be made, and the Project Area must be redeveloped; and

**WHEREAS**, the removal of blight and adverse conditions, the completion of infrastructure improvements and the redevelopment of the Project Area require the expenditure of redevelopment project costs as defined in the Act, as summarized in the Madison Street / Fifth Avenue Tax Increment Financing Redevelopment Project and Plan (the "Plan") by the Village; and

**WHEREAS**, under Ordinance No. CO-2013-12, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Original Plan and Project, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Original Plan and Project, to December 31, 2020, subject to receipt of year 2020 incremental real estate tax revenues during calendar year 2021; and

**WHEREAS**, it is necessary to consider and approve the use of TIF Funds during calendar years 2019 and 2020 to complete certain improvement projects in order to stimulate reinvestment in the Project Area; and

**WHEREAS**, Coalition for Spiritual & Public Leadership ("CSPL") desires to implement a Smart Route Program in the Village that would increase adult supervision for students walking to and from Irving Middle School (the "Project" or "Program"). Strengthening Proviso Youth ("SPY"), a not for profit corporation affiliated with Proviso Township, will serve as the employer and operator of the Program. Equal financial contributions in an amount not to exceed Forty Thousand and 00/100 Dollars

(\$40,000.00) are being supplied by the Village, Proviso Township and the Board of Education Trustees of School District 89 ("District 89") to meet the above one year Total Project Costs; and

**WHEREAS**, it is necessary for the Village to enter into a Cost Sharing Agreement with SPY, Proviso Township and District 89 in order to set forth the obligations of each party with respect to the Project. The Cost Sharing Agreement is attached hereto as **Exhibit "A"** and made a part hereof. The CSPL is not a party to this Agreement and is not contributing any funds towards the Program; and

**WHEREAS**, it is desirable and in the best interests of the residents of the Village for the Corporate Authorities to authorize the expenditure of TIF Funds in accordance with the Cost Sharing Agreement for the Project which is located within the Project Area, which expenditures will be paid on or after the date of passage of this Ordinance (the "Expenditures"); and

**WHEREAS**, this Ordinance updates Ordinance No. CO-2019-17 (passed on May 7, 2019) and Ordinance No. CO-2019- \_\_\_ (passed on July 9, 2019) that approved the prior versions of the attached Agreement that had the CSPL included as a named party to the Agreement, but at CSPL's request, CSPL has been removed from the Agreement because it is not contributing any funds towards the Program.

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, THAT:**

**SECTION 1: Recitals.** The statements set forth in the preambles of this Ordinance are found to be true and correct and are adopted as part of this Ordinance.

**SECTION 2: Authority.**

- (a) The Village is a duly constituted and organized home rule municipality, as described in Division 6 of Article VII of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt.
- (b) This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.
- (c) This Ordinance is a declaration of official intent under Treasury Regulation Section 1.150-2.

**SECTION 3: Estimate of Expenditures.**

- (a) The Village intends to incur Expenditures in connection with the Project within the Plan and Project Area, including, but not limited to, the following:
  - 1. Costs for professional services related to the Project, including, but not limited to, legal, zoning, redevelopment, consulting, architectural and engineering services, landscape architectural services, design guidelines, appraisals, surveys, market studies, traffic studies, and environmental and geotechnical services.

2. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation and site improvements.
  3. Training costs for staff and volunteers, including costs of job training, retraining and advanced vocational education or career education.
- (b) The Total Project Costs for 2019/2020 Program Year are estimated to be an amount not to exceed One Hundred Seventeen Thousand Nine Hundred Fifty-Two and 00/100 Dollars (\$117,952.00), with the Village's share of the Total Project Costs in an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00). The Village authorizes the expenditure of Madison TIF Funds and other available Village funds in an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00) to be allocated for Project Year 2019/2020.

**SECTION 4: Authorization of Expenditures.** The expenditure of funds from the TIF Fund and other available Village funds is authorized up to the amounts set forth in Section 3, or such additional amounts necessary to complete any of the specified projects as subsequently approved or authorized by the Corporate Authorities.

**SECTION 5: Approval of Cost Sharing Agreement.** The President and Board of Trustees of the Village of Maywood authorize the approval and execution of the attached Cost Sharing Agreement, marked as **Exhibit "A"**, for the purposes set forth in the Agreement. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Cost Sharing 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 Cost Sharing Agreement. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village's obligations under the Cost Sharing Agreement. The Village Clerk, or his/her designee, shall transmit executed originals or certified copies of all documents, including the Cost Sharing Agreement, to all parties and agencies that are entitled to receive such documents, as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Cost Sharing Agreement.

**SECTION 6: Public Inspection.** This Ordinance shall be immediately available for inspection by the public at the office of the Village Clerk.

**SECTION 7: Repealer.** All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

**SECTION 8: Severability.** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 9: Ratification.** All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

**SECTION 10: Effective Date.** This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

**ADOPTED** this 20<sup>th</sup> day of August, 2019, pursuant to a roll call vote as follows:

**AYES:** Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington,  
M. Lightford and N. Booker

**NAYS:** None

**ABSENT:** None

**APPROVED** by me as Village President, and attested to by the Village Clerk, on the 21<sup>st</sup> day of August, 2019.

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Edwenna Perkins, Village President

**ATTEST:**

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Viola Mims, Village Clerk

Exhibit "A"

**COST SHARING AGREEMENT  
BETWEEN THE VILLAGE OF MAYWOOD, STRENGTHENING PROVISO YOUTH,  
PROVISO TOWNSHIP AND BOARD OF EDUCATION OF SCHOOL DISTRICT 89  
FOR SMART ROUTE PROGRAM**

(attached)

**COST SHARING AGREEMENT BETWEEN  
THE VILLAGE OF MAYWOOD, STRENGTHENING PROVISO YOUTH,  
PROVISO TOWNSHIP AND BOARD OF EDUCATION OF SCHOOL DISTRICT 89  
FOR SMART ROUTE PROGRAM**

This Cost Sharing Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”) by and between the Village of Maywood (“Village”), Strengthening Proviso Youth (“SPY”), Proviso Township (“Township”) and the Board of Education of School District 89 (“District”) (sometimes herein referred to individually as a “Party” and collectively as the “Parties”) for the purpose of allocating and sharing the costs and obligations relating to the payment of the costs associated with the Smart Route Program.

**WITNESSETH:**

**WHEREAS**, the Coalition for Spiritual & Public Leadership (“CSPL”) reached out to the District, the Township and the Village in an effort to bring those three (3) Parties together to implement for a one year trial period during the 2019/2020 school year a Smart Route Program in the Village that would increase adult supervision for students walking to and from Irving Middle School (the “Program”); and

**WHEREAS**, in order to provide funding for the Program, the District, the Township and the Village have agreed to provide equal financial contributions to SPY in an amount not to exceed Forty Thousand and 00/100 Dollars (\$40,000.00) to meet the one year Total Program Costs estimated to be One Hundred Seventeen Thousand Nine Hundred Fifty-Two and 00/100 Dollars (\$117,952.00). The CSPL is not a party to this Agreement and is not contributing any funds towards the Program; and

**WHEREAS**, it is desirable and in the best interests of the residents the District, the Township and the Village, and it is in the mutual best interests of the Parties, to enter into this Agreement; and

**WHEREAS**, this Agreement is authorized and entered into in accordance with the applicable State laws, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Illinois Municipal Code (65 ILCS 5/1 *et seq.*), the Illinois School Code (105 ILCS 5/1 *et seq.*) and the Illinois Township Code (60 ILCS 1/1 *et seq.*).

**NOW, THEREFORE**, in consideration of good and valuable consideration and the agreed upon dollars to be paid in accordance with the terms of this Agreement, the respective covenants and agreements of the Parties set forth below, the sufficiency of which is acknowledged, the Parties agree as follows:

**Section 1. Incorporation.** The above Recitals are incorporated by reference into this Section 1.

**Section 2. Sharing of Costs and Obligations.** The Parties agree to allocate and share the following costs and obligations:

**A. Program Obligations**

1. SPY shall be the lead and supervising agency in all respects of the Program. SPY shall be the hiring entity and employer of the Program Coordinator and all Program Workers

("Program Employees"). SPY shall be solely responsible for all decisions and actions relating to hiring, supervision, payroll, insurance, termination and discipline of Program Employees. SPY shall be solely responsible for making any deductions or withhold any sums for the payment of any and all applicable federal, state, local and other taxes, income taxes or FICA taxes. SPY shall be responsible for any claim for unemployment compensation benefits or for workers compensation benefits brought by any current or former Program Employee.

2. Neither the Program Coordinator nor any Program Workers or anyone employed pursuant to the terms of this Agreement shall be considered an employee of Proviso Township, the Village or the District, and such employees shall not be considered a joint employee of the Parties. Program Employees shall not be entitled to receive or participate in any employee plans, benefit programs, retirement plans or related employee benefit arrangements or distributions by Proviso Township, the Village or the District pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of Proviso Township, the Village or the District.
3. This Agreement shall not create a joint venture, partnership or employment relationship among the Parties.

**B. Program Costs and Budget**

1. The one year Total Program Costs are estimated to be an amount not to exceed One Hundred Seventeen Thousand Nine Hundred Fifty-Two and 00/100 Dollars (\$117,952.00), and consist of the following Program components:

Hourly Wages for Part-Time Staff (8 Program Workers):	\$ 61,952.00
Hourly Wages for Part-Time Staff (1 Program Coordinator):	\$ 25,000.00
Supplies (Signage, walkie talkies, etc.):	\$ 16,000.00
Training (for staff and volunteers):	\$ 5,000.00
Insurance:	\$ 10,000.00
<b>TOTAL PROGRAM COSTS:</b>	<b>\$117,952.00</b>

The Program Costs are set forth in the Proposed Program Budget which is attached as **Exhibit "A"**.

2. The Village, District and Township agree to share equally (on a one-third basis) in all of the incurred Total Program Costs for the 2019/2020 school year. Each Party's share of the estimated Total Program Costs shall not exceed Forty Thousand and 00/100 Dollars (\$40,000.00). Any expenses that exceed the estimated Total Program Costs shall be paid by SPY with other available funds that can be legally expended for such purposes.
3. If the Parties desire to operate the Program in future school years, the corporate authorities of the Parties shall approve an addendum to this Agreement for such purposes.

### C. Reimbursement and Accounting

1. **Invoice and Reimbursement.** Subject to the limitations and the “not to exceed dollar amount” set forth Section 2.B. above, SPY shall send written invoices on a monthly basis to the Village, Proviso Township and District with supporting documentation that itemizes the incurred expenses and costs by SPY in operating the Program. Provided the invoices contain costs and expenses related to the Program as set forth in the Program Budget, the Village, Proviso Township and District agree to pay the invoices within thirty (30) days of receipt in accordance with the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*), as amended, which shall govern the payment obligations and the accrual of late fees and interest.
2. **Accounting.** For purposes of confirming compliance with the financial terms of this Agreement, SPY shall ensure access during normal business hours by the other Parties, or their finance directors or finance officers or auditors, upon request, for the purpose of reviewing and auditing that portion of the SPY’s respective books and records that relate to this Agreement. SPY shall reasonably cooperate with such requests by the other Parties regarding access to documents and information needed to complete any audit related to the rights and obligations of the Parties under this Agreement. Each Party is responsible for its respective costs of the audit.
3. **True Up.** At the end of the 2019/2020 Program Year, SPY shall send out a final invoice, with either a charge or credit to the Party, after reviewing all incurred Program expenses and costs and all prior payments of the Parties as part of a “true-up” process to make sure each Party pays its equal allocated share of the Program Costs. After any dispute resolution process is completed, this final charge or credit shall be paid by the responsible Party within thirty (30) calendar days of the issuance of the invoice or credit by separate payment or as otherwise mutually agreed to in writing by the Parties.
4. **Dispute; Negotiation.** If a dispute arises between the Parties 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 Parties. The Parties will meet and negotiate 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, and ratified by the corporate authorities of each Party, which will be binding upon the Parties. If necessary, the Parties will execute an addendum to this Agreement to confirm the dispute resolution. 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, any Party to this Agreement may pursue any other equitable or legal remedies to enforce the provisions of this Agreement.

**Section 3. Insurance.** During the term of this Agreement, SPY agrees to have the Village and the Village Affiliates, Proviso Township and its Affiliates and the District and its Affiliates, expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates that it is required to maintain for the Program, as noted below. The term “Affiliates” as used in this Agreement is defined below in Section 4(C). SPY shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:



- A. Comprehensive General Liability (CGL) - One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate covering liability for bodily injury, illness or death.
- B. Property Damage - \$500,000 per occurrence.
- C. Workers' Compensation - Statutory (for Program Coordinator and all Program Workers).

SPY shall furnish certificates of insurance (and policies, if requested), with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit "C"** hereto and made a part hereof. SPY shall provide the Village, Proviso Township and District with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide." The Village, Proviso Township and District shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. SPY shall also carry, during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village, Proviso Township and District a Certificate of Insurance evidencing such coverage.

SPY's policy or policies of insurance shall specifically recognize and cover the SPY's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by SPY shall be primary and exclusive for the Program. The Village's, Proviso Township's and the District's insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village, Proviso Township and the District and any other insurance or benefit of the Village, Proviso Township and the District shall not contribute to or be available for use in any claims.

All Certificate(s) of Insurance shall contain the following endorsement:

"Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village / Proviso Township / District 89."

In the event of the cancellation of any insurance policy required herein, or upon SPY's failure to procure said insurance, the Village, Proviso Township and the District shall have the right to immediately terminate this Agreement. The insurance coverage of SPY shall be primary to the Village's insurance, shall be primary to Proviso Township's insurance and shall be primary to the District's insurance.

**Section 4. General Provisions.**

- A. **Term.** The term of this Agreement shall commence on its Effective Date (as defined below) and continue for a term of one (1) year ("2019/2020 Program Year"), which covers the 2019/2020 school year, or its mutual termination by the Parties, or termination by one or more of the Parties, upon sending written notice of its/their withdrawal from the Agreement.
- B. **Termination.** Upon the termination of this Agreement, the Parties shall share equally in all costs pertaining to debts and liabilities incurred under this Agreement. The Parties shall work cooperatively to declare as surplus and sell all equipment and personal property acquired under this Agreement and shall share equally in the proceeds and losses of such sales.

- C. **Hold Harmless and Indemnification.** SPY agrees to protect, indemnify, save and hold forever harmless the Village of Maywood and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including SPY and its/their officers, officials, employees, contractors, subcontractors, volunteers and agents, arising out of or relating to the Program or any provision of this Agreement.

SPY agrees to protect, indemnify, save and hold forever harmless Proviso Township and its former, current and future officers, appointed and elected officials, president/chairman/supervisor and trustees, employees, volunteers, attorneys, engineers and agents (the "Proviso Township Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including SPY and its/their officers, officials, employees, contractors, subcontractors, volunteers and agents, arising out of or relating to the Program or any provision of this Agreement.

SPY agrees to protect, indemnify, save and hold forever harmless the Board of Education of School District 89 and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents (the "District Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including SPY and its/their officers, officials, employees, contractors, subcontractors, volunteers and agents, arising out of or relating to the Program or any provision of this Agreement.

- D. **Notice.** All notices and requests required pursuant to this Agreement shall be sent via certified mail, return receipt requested, and addressed as follows:

**Village of Maywood**  
Attn: Village Manager  
40 Madison Street  
Maywood, Illinois 60153

**Proviso Township**  
Attn: Township Supervisor  
4565 West Harrison Street  
Hillside, Illinois 60162

**Board of Education of School District 89**  
Attn: Business Manager  
906 Walton Street  
Melrose Park, Illinois 60160

**Strengthening Proviso Youth**  
Attn: Executive Director  
4565 Harrison Street  
Hillside, Illinois 60162

- E. Complete Agreement.** This Agreement contains the entire understanding between the Parties 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 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 an authorized representative of each Party.
- F. Severability.** If any provision of this Agreement or the application of any such provision to any Party 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.
- G. Compliance With Laws.** The Parties to this Agreement shall comply with all applicable federal, state and local laws and any federal or state administrative rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
- a. **Non-Discrimination.** Each Party 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 Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160).
  - b. **Conflict of Interest.** Each Party represents and certifies that, to the best of their own respective knowledge: (1) no official, employee or agent of any of the Parties is interested in the business of any other Party or this Agreement; (2) as of the date of this Agreement, none of the Parties nor any person employed or associated with any of the Parties has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) none of the Parties nor any person employed by or associated with any of the Parties 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.

- c. Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the FOIA.

**THE REMAINDER OF THIS PAGE  
HAS INTENTIONALLY BEEN LEFT BLANK.**

**IN WITNESS WHEREOF**, the Village of Maywood, Proviso Township and Board of Education of School District 89 have caused this Agreement to be signed on their behalf by their respective authorized representative, 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 here of. Each of the authorized representatives has executed the attached separate signatory page, which is made a part hereof.

**VILLAGE OF MAYWOOD**

**Notary Public:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**PROVISO TOWNSHIP**

**Notary Public:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**BOARD OF EDUCATION OF SCHOOL DISTRICT 89**

**Notary Public:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**STRENGTHENING PROVISO YOUTH**

**Notary Public:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**Exhibit "A"**

**Proposed Program Budget**

(attached)

**Exhibit "B"**

**Form Of  
Monthly Invoice For Reimbursement**

[Date]

To:

Village of Maywood Attention: Village Manager 40 Madison Street Maywood, Illinois 60153	Proviso Township Attn: Township Supervisor 4565 West Harrison Street Hillside, Illinois 60162	Board of Education of School District 89 Attn: Business Manager 906 Walton Street Melrose Park, Illinois 60160
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**Re: Cost Sharing Agreement, dated \_\_\_\_\_, 2019  
By and Between the Village of Maywood ("Village"), Strengthening Proviso  
Youth ("SPY"), Proviso Township ("Township") and Board of Education of  
School District 89 ("District")**

**Program: 2019/2020 Smart Route Program**

Under Section 2(C) of the Cost Sharing Agreement, SPY has incurred the following Program Costs, as itemized below, and requests that the Village, Proviso Township and the District pay to SPY their respective one-third share of such Program Costs:

1. INVOICE NO.: 1
  
2. Itemized Costs Incurred In Last Thirty (30) Days:
  - a. INSERT cost description and amount
  - b. INSERT cost description and amount
  - c. INSERT cost description and amount
  
3. Total Payment Due: \$
  
4. Amount Due From Village of Maywood (1/3<sup>rd</sup> of Total Payment Due): \$
  
5. Amount Due From Proviso Township (1/3<sup>rd</sup> of Total Payment Due): \$
  
6. Amount Due From District 89 (1/3<sup>rd</sup> of Total Payment Due): \$

7. The undersigned certifies that:
- (i) the above amounts listed in this Invoice and the attached supporting documents were made or incurred or financed and were necessary for the operation of the Program and were made or incurred in accordance with the Cost Sharing Agreement;
  - (ii) the expenditures for which amounts are requested to be reimbursed represent proper, eligible Program Costs, have not been included in any previous Invoice(s), have been properly recorded on the SPY books;
  - (iii) the moneys requested are not greater than those necessary to reimburse SPY for its funds actually advanced for eligible Program Costs;
  - (iv) the amount of eligible Program Costs to be reimbursed in accordance with this Invoice, together with all amounts previously reimbursed to the SPY pursuant to the Cost Sharing Agreement, is **not in excess of Forty Thousand and 00/100 Dollars (\$40,000.00), without additional authorization by the Parties;** and
  - (v) The SPY is not in default under the Cost Sharing Agreement and nothing has occurred to the knowledge of SPY that would prevent the performance of its obligations under the Cost Sharing Agreement.
8. Attached to this Invoice are copies of bills, invoices or statements and other supporting documents that relate to all items for which reimbursement is being requested.

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

Strengthening Proviso Youth

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2019



**Schedule I**

**2019/2020 Year Program Costs**

(attached)

**Exhibit "C"**

**Certificates of Insurance**

(attached)

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Viola Mims, Village Clerk of the Village of Maywood, Cook County, Illinois, certify that the attached document is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. 2019-27

AN ORDINANCE APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT TO PAY PORTION OF TIF-ELIGIBLE PROJECT EXPENSES ASSOCIATED WITH SMART ROUTE PROGRAM COSTS, AND APPROVING AND AUTHORIZING EXECUTION OF A COST SHARING AGREEMENT BETWEEN VILLAGE OF MAYWOOD, STRENGTHENING PROVISIO YOUTH, PROVISIO TOWNSHIP AND BOARD OF EDUCATION OF SCHOOL DISTRICT 89 FOR SMART ROUTE PROGRAM

(PROJECT: WAYFINDING SIGNAGE, SUPPLIES, JOB TRAINING AND PART-TIME PERSONNEL COSTS FOR WALKING ROUTE SUPERVISOR AND WORKERS AND INSURANCE)

which was passed by the Board of Trustees of the Village of Maywood at a Regular Meeting of the Board of Trustees held on the 20<sup>th</sup> day of August, 2019, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 20<sup>th</sup> day of August, 2019.

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

**AYES:** Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

**NAYS:** None

**ABSENT:** None

I do further certify that the original Ordinance, of which the attached 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 21<sup>st</sup> day of August, 2019.

\_\_\_\_\_  
Viola Mims, Village Clerk

SEAL