
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2022-R-103**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY
PARK AND COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
FOR AN INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION AND
CONSTRUCTION ENGINEERING OF A MULTI-USE PATH FROM 84TH AVENUE TO
179TH STREET**

**MICHAEL W. GLOTZ, PRESIDENT
NANCY M. O'CONNOR, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

RESOLUTION NO. 2022-R-103

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR AN INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING OF A MULTI-USE PATH FROM 84TH AVENUE TO 179TH STREET

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with Cook County Department of Transportation and Highways, a true and correct copy of such Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.


ADOPTED this 6th day of September, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED this 6th day of September, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:



Village Clerk

EXHIBIT 1

Connecting Cook County Intergovernmental Agreement between CCDOTH and Village of Tinley Park for Construction and Construction Engineering of a Multi-Use Path from 84th Avenue to 179th Street

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made and entered into this 6th day of September, 2022, by and between the County of Cook, a body politic and corporate of the State of Illinois (the "County"), acting by and through its Department of Transportation and Highways (the "Department"), and the Village of Tinley Park, a municipal corporation of the State of Illinois (the "Grantee" or "Village"). The County and Village are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

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

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

- Prioritize transit and other transportation alternatives to address congestion on our roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
- Support the region's role as North America's freight capital to spur economic growth and job creation;
- Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
- Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays and congestion, and ensure that today's investments do not preclude future innovation and growth; and
- Increase investments in transportation to maintain the region's economic competitiveness;

WHEREAS, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;

WHEREAS, since its creation, the Invest in Cook program has leveraged over \$125 million in additional federal, state and local funds;

WHEREAS, on July 28, 2022, the County informed the Village that it had been selected for participation in the 2022 Invest in Cook Program;

WHEREAS, the County has agreed to award the Village up to \$88,200 to assist with construction of the 84th Avenue and 179th Street Multi-Use Path Extension (the "Project");

WHEREAS, the Project will provide residents with a continuous and safe route for walking or biking to the Canine Campus Dog Park, the 80th Avenue Metra Station, and the nearby water park and playgrounds;

WHEREAS, the new path will connect to an existing bike path north of 179th Street and another near 183rd Street and 84th Avenue, helping complete the biking network in the Village;

WHEREAS, the State of Illinois, acting by and through its Department of Transportation ("IDOT"), will advertise, let and award the construction contract for the Project;

WHEREAS, this Agreement will set forth the Parties' respective responsibilities and obligations for construction and construction engineering, maintenance, funding and reporting of the Project;

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;

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, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

• **SECTION 1. CONSTRUCTION AND CONSTRUCTION ENGINEERING**

- A. **Notice to Proceed.** The County's execution of this Agreement will be deemed a "Notice to Proceed" for the Grantee to commence work on the Project.
- B. **Bid Documents.** The Grantee will prepare contract bid documents for the Project, including, but not limited to, the minimum qualifications, plans and specifications, special provisions and cost estimates, which are subject to IDOT review and approval.
- C. **Construction Contract.** The Grantee will forward a copy of the construction contract for the Project to the County not later than 14 calendar days after receipt from IDOT.
- D. **Insurance.** The Grantee will request that IDOT require the construction contractor to name the County and Village as additional insured parties under the contractor's general liability insurance policy.
- E. **Construction Engineering Agreement.** The Grantee will enter into an agreement with a professional engineering firm/consultant to perform construction engineering services for the Project. Construction engineering services may include, but are not limited to, attendance at pre-construction and progress meetings, providing full-time or part-time inspection services and/or providing material testing reports. In awarding and administering the construction engineering agreement, the Grantee will comply with all

applicable state and federal laws and regulations. The Grantee will forward a copy of the agreement to the County within 14 calendar days of execution.

- F. Grantee Resources and Staff. Upon written concurrence from the County, the Grantee may elect to perform construction engineering services for the Project using its own resources and staff. Notwithstanding the foregoing, the provisions of Section 3.C.v.d. remain in effect and the County will not reimburse the Grantee for any administrative costs expended by the Grantee, including staff salaries and wages.
- G. Lead Agency. The Grantee will ensure that all required permits and joint participation and/or force agreements are secured for the Project.
- H. Project Location. A map showing the Project limits is incorporated into and made a part of this Agreement and attached as Exhibit A.
- I. Schedule. A schedule for the Project is incorporated into and made a part of this Agreement and attached as Exhibit B.
- J. Pre-Construction Notices. The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to the pre-construction meeting for the Project and not less than seven calendar days' advance written notice to the County prior to the start of construction.
- K. Public Outreach. The Grantee will coordinate and control public notification of the scope, timing and duration of the Project.
- L. Right of Inspection. The County and its authorized agents will have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The Grantee will work cooperatively with the County to address and resolve any concerns raised by the County with respect to construction and/or construction engineering of the Project. Any dispute(s) concerning construction and/or construction engineering of the Project will be resolved in accordance with Section 5.1 of this Agreement.
- M. Final Inspection Notice. The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to final inspection of the Project.
- N. County Permits. The Grantee or IDOT will apply for and the County will not unreasonably withhold any and all permits for right of access (ingress or egress) and/or temporary use of the County's property within the Project limits to the Grantee, IDOT and/or their agents, without charge of permit fees to the Grantee or IDOT.
- O. County Signage. Upon request of the County, the Grantee or IDOT will erect signage at or near the construction site(s), on the Grantee's property, indicating the County's participation on the Project. The County will provide the Grantee or IDOT with the required signage.

- P. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Construction
Attn: Holly Cichy, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Construction.Bureau@cookcountyil.gov

• **SECTION 2. MAINTENANCE**

- A. Definitions. As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or replacement of the maintained facility when needed.
- B. General Duty to Maintain. Before, during and after completion of construction of the Project, the Grantee will maintain, or cause to be maintained, those portions of the Project under its established jurisdictional authority.
- C. Sidewalks/Multi-Use Paths. The Grantee will own, operate and maintain any sidewalks and/or multi-use paths constructed or improved as part of the Project, in compliance with the Americans with Disabilities Act, Public Right-of-Way Accessibility Guidelines, and all other applicable federal and state laws and regulations.
- D. Indemnification. The Grantee will defend, indemnify and hold harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the construction, use, repair and/or maintenance of any sidewalks and/or multi-use paths constructed or improved as part of the Project.
- E. Survives Termination. The Grantee's maintenance obligations described in this section will survive termination of this Agreement.

• **SECTION 3. FINANCIAL**

- A. Cost Estimate. Estimated construction and construction engineering costs for the Project are \$281,000.
- B. Cost Participation

- i. Grantee Cost Participation. The Grantee will pay all actual construction and construction engineering costs for the Project, subject to reimbursement by the County as described below.
- ii. County Cost Participation. The County will reimburse the Grantee for 31% of actual construction and construction engineering costs for the Project, up to, but not to exceed \$88,200.

C. Reimbursement Procedures

- i. Advance Payment. Upon full execution of the construction contract for the Project and receipt of an invoice from the Grantee, the County will make an advance payment to the Grantee in the amount of \$44,100. This amount represents 50% of the County's maximum financial contribution under this Agreement.
- ii. Milestone Payment. Upon completion of 70% of the construction contract and receipt of an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of \$22,050. The advance and milestone payments to the Grantee represent 75% of the County's maximum financial contribution under this Agreement.
- iii. Final Payment. Upon completion of construction of the Project and receipt of an invoice from the Grantee, the County will make a final payment to the Grantee for the balance of the County's financial obligation under this Agreement. The amount of the final payment will reflect actual construction and construction engineering costs for the Project and the County's prior payments to the Grantee. If the prior payments made to the Grantee by the County exceed the County's financial obligation under this Agreement, the County may require the Grantee to return any or all excess funds.
- iv. Required Documentation. In order to receive final reimbursement from the County, the Grantee must submit the following documentation along with the final invoice:
 - a. A cover letter addressed to the Department's Bureau Chief of Construction, including the name of the Project and its associated section number;
 - b. Copies of all cancelled checks paid to IDOT and/or the consultant(s) (or copies of the associated bank ledgers reflecting the payments);
 - c. Copies of all associated invoices submitted to the Grantee by IDOT and/or the consultant(s) for the services rendered; and
 - d. A copy of the final performance report as described in Section 4.D. below.

If the documentation submitted by the Grantee for final reimbursement is reasonably deemed by the County as not sufficiently documenting the work completed, the County may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced under this Agreement.

v. Ineligible Costs. The County will not reimburse the Grantee for any costs that are:

- a. Contrary to the provisions of this Agreement;
- b. Not directly related to carrying out construction or construction engineering services for the Project;
- c. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
- d. Incurred without the consent of the County after the County has given the Grantee written notice of suspension or termination of any or all of the County's obligations under this Agreement; and/or
- e. In excess of the County's maximum financial contribution under this Agreement.

vi. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Construction
Attn: Holly Cichy, P.E.
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Construction.Bureau@cookcountyil.gov

D. Substitutions/Substitute Work. Either Party may request in writing that bid work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Grantee will request that IDOT cause said substitute work and/or materials to be included in the Project. Each Party will pay the costs of substitutions for their associated work items.

E. Additional Work. Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the Grantee will request that IDOT cause said additional work to be included in the Project. Additional work will be paid for by force account or agreed unit price. Each Party will pay the costs of additional work for their associated work items.

F. Funding Breakdown. A funding breakdown is incorporated into and made a part of this Agreement and attached as Exhibit C.

• **SECTION 4. REPORTING**

A. Quarterly Performance Reports. The Grantee will submit quarterly performance reports to the County not later than 30 calendar days after the reporting period as determined by the County. Quarterly performance reports must include the following information:

- i. A cover letter addressed to the Department's Bureau Chief of Strategic Planning and Policy, including the name of the Project and its associated section number;
- ii. An estimated percentage of construction work completed for the Project;
- iii. A statement indicating whether construction of the Project is on, behind or ahead of schedule;
- iv. A record of construction activities and expenditures to date and for the current reporting period;
- v. A forecast of quarterly construction activities and expenditures for the remainder of the Project; and
- vi. Any significant changes to the Project schedule.

B. Extensions. The Grantee may request to extend the due date of any quarterly performance reports and the County will reasonably consider any such requests.

C. Use of Reports. The County will use quarterly performance reports to compare the rate of the Grantee's actual expenditures to the planned amounts in the approved funding breakdown for the Project (Exhibit C) and to track construction activities against the approved milestones in the Project schedule (Exhibit B).

D. Final Performance Report. The Grantee must submit a final performance report with its request for final reimbursement. The final report should describe cumulative construction activities, including a complete description of the Grantee's achievements with respect to the Project's objectives and milestones. The County will not issue final reimbursement until the Grantee submits the final performance report.

E. Report Format. The Grantee will use whatever forms or documents are required by the County in submitting quarterly and final performance reports.

F. Failure to Report. The Grantee understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.

- G. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Bureau Chief of Strategic Planning and Policy
Attn: Jesse Elam
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: Jesse_Elam@cookcountyil.gov

• **SECTION 5. GENERAL CONDITIONS**

- A. Authority to Execute. The Parties have read and reviewed the terms of this Agreement and by their signatures as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
- B. Binding Successors. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and approved assigns.
- C. Compliance with Laws, Rules and Regulations. The Parties will at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.
- D. Conflicts of Interest. The Grantee understands and agrees that no director, officer, agent or employee of the Grantee may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this Agreement; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract or agreement.
- E. Conflict with Exhibits. In the event of a conflict between any exhibit attached hereto and the text of this Agreement, the text of this Agreement will control.
- F. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will be deemed one and the same instrument.
- G. County Section Number. The Project is hereby designated as County section number 22-IICBP-13-BT. The Parties will include County section number 22-IICBP-13-BT on all Project-related submittals, including, but not limited to, written correspondence and invoices.

- H. Designation of Representatives. Not later than 14 calendar days after the Effective Date of this Agreement, as defined in Section 5.J. below, each Party will designate in writing a full-time representative for carrying out this Agreement. Each representative will have the authority, on behalf of the respective Party, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative will be readily available to the other.
- I. Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of the performance of this Agreement, the Parties will consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement. In the event the Parties cannot mutually agree on the resolution of the dispute, claim, question or disagreement, the decision of the Department's Superintendent will be final.
- J. Effective Date. The Effective Date of this Agreement will be the date that the last authorized signatory signs and dates the Agreement, which date will be inserted on the first page of this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.
- K. Electronic Signatures. A signed copy of this Agreement transmitted by facsimile, electronic mail or other means of electronic submission will be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.
- L. Entire Agreement. This Agreement constitutes the entire agreement of the Parties concerning all matters specifically covered by this Agreement and supersedes all prior written and oral agreements, commitments and understandings among the Parties. There are no representations, covenants, promises or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying upon in entering into this Agreement.
- M. Force Majeure. Neither Party will be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- N. Inactivity. The County may terminate this Agreement if the construction contract agreement for the Project is not executed by IDOT within 18 months after the Effective Date of this Agreement.
- O. Indemnification. The Grantee will indemnify, defend and hold harmless the County and its commissioners, officers, directors, employees and agents, and their respective heirs, successors and assigns, from and against any and all claims, liabilities, damages, losses and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlement or judgments, caused by the negligent acts, omissions or willful misconduct of the Grantee, its officers, directors, employees, agents, consultants, contractors, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

P. Modification. This Agreement may only be modified by a written instrument executed by the Department's Superintendent and an authorized representative of the Grantee.

Q. No Individual or Personal Liability. The Parties agree that the actions taken and the representations made by each respective Party and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any Party will incur personal liability in conjunction with this Agreement.

R. No Third-Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a party to this Agreement, and no other person, entity or municipality will be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any Party will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the other.

S. Notices. Unless otherwise specified, all reports, notices and other communications related to this Agreement will be in writing and will be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the COUNTY: Superintendent
Attn: Jennifer "Sis" Killen, P.E., PTOE
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: Jennifer.Killen@cookcountyll.gov

To the GRANTEE: Assistant Public Works Director
Attn: Colby Zemaitis, P.E., CFM
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477
E-mail: czemaitis@tinleypark.org

T. Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.

U. Records Maintenance. The Grantee will maintain during the term of this Agreement and for a period of three years thereafter complete and adequate financial records, accounts and other records to support all Project expenditures. These records and accounts will include, but not be limited to, records providing a full description of each activity being assisted with County funds; a general ledger that supports the costs being charged to the

County; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.

V. Reviews and Audits. The Grantee will give the County access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of County funds under this Agreement to necessitate any reviews or audits.

W. Section Headings. The descriptive section and subsection headings used in this Agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions thereof.

X. Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term will be excluded to the extent of such invalidity or unenforceability; all other terms hereof will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term will be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

Y. Suspension; Early Termination. Subject to Section 5.M. above, if the County determines that the Grantee has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant Project milestones or objectives, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, the County, after written notification to the Grantee of said non-compliance or default and failure by the Grantee to correct said violations within 60 calendar days, may:

- i. Suspend or terminate this Agreement in whole or in part by written notice, and/or;
- ii. Demand refund of any funds disbursed to the Grantee;
- iii. Temporarily withhold payments pending correction of deficiencies by the Grantee;
- iv. Disallow all or part of the cost of the activity or action not in compliance; or
- v. Take other remedies legally available.

Z. Termination. Unless extended by the Department's Superintendent or their designee in writing, this Agreement terminates upon completion of construction of the Project and final reimbursement by the County, or November 30, 2027, whichever date is earlier.

AA. Venue and Applicable Law. All questions of interpretation, construction and enforcement, and all controversies with respect to this Agreement, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The

Intergovernmental Agreement
County of Cook/Village of Tinley Park
Section: 22-11CBP-13-BT
2022 Invest in Cook Program

Parties agree that, for the purposes of any litigation relative to this Agreement and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action.

BB. Waiver of Default. The failure by the County or Grantee to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement will not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement will be deemed waived by the County or Grantee unless such provision is waived in writing.

(signature page to follow)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF TINLEY PARK:

Toni Preckwinkle

Toni Preckwinkle
President
Cook County Board of Commissioners

Michael W. Glotz

Michael W. Glotz
Mayor

This _____ day of _____

This 6th day of Sept., 2022

ATTEST:

[Signature]
County Clerk

ATTEST:

[Signature]
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:

Kimberly M. Foxx, State's Attorney

Jennifer 'Sis' Killen

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook
Department of Transportation and Highways

By:

Kathleen J. McKee

Assistant State's Attorney

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

OCT 20 2022

COM _____

Exhibit A

Project Map

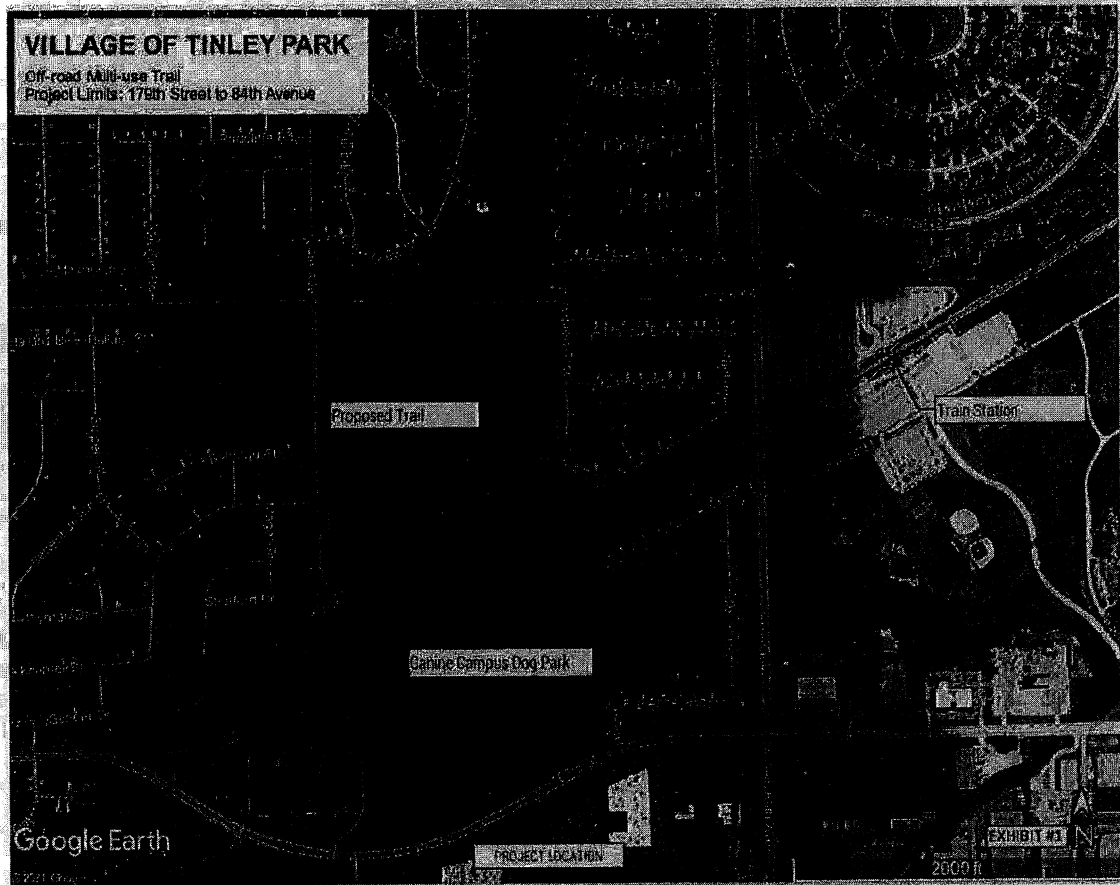


Exhibit B

Project Schedule

	Description	Date
Milestone 1	Notice To Proceed	08/01/2022
Milestone 2	Prepare Final Bid Documents	09/30/2022
Milestone 3	Final Bid Documents	11/28/2022
Milestone 4	IDOT Letting	03/10/2023
Milestone 5	Start of Construction	05/01/2023
Milestone 6	End of Construction	08/28/2023

Exhibit C

Funding Breakdown

PHASE	GRANTEE SHARE	COUNTY SHARE
Construction and Construction Engineering Services	Balance	31%, up to \$88,200

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

RESOLUTION

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Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.


ADOPTED this 6th day of September, 2022, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

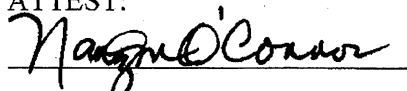
NAYS: None

ABSENT: None

APPROVED this 6th day of September, 2022, by the President of the Village of Tinley Park.


Village President

ATTEST:



Village Clerk

EXHIBIT 1

Connecting Cook County Intergovernmental Agreement between CCDOTH and Village of Tinley Park for Construction and Construction Engineering of a Multi-Use Path from 84th Avenue to 179th Street

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O'CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-103, **"A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR AN INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING OF A MULTI-USE PATH FROM 84TH AVENUE TO 179TH STREET,"** which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 6th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of September, 2022.



Nancy M. O'Connor
VILLAGE CLERK

I, KAREN A. YARBROUGH, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on October 20, 2022, passed the following Resolution:

22-5634

RESOLUTION

Sponsored by

THE HONORABLE TONI PRECKWINKLE

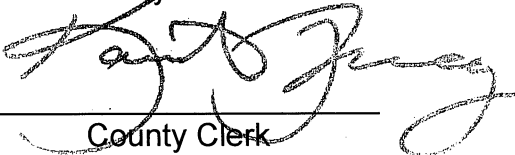
PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Village of Tinley Park, said Agreement attached, wherein the Village will be the lead agency for construction and construction engineering of 84th Avenue and 179th Street Multi-Use Path Extension Project; that the County of Cook will pay for a share of the construction and construction engineering costs incurred by the Village and shall reimburse the Village for its share of said costs (estimated total County share \$88,200.00) under County Section: 22-IICBP-13-BT; and, the Department of Transportation and Highways is authorized and directed to return one (1) executed copy of the Agreement with a certified copy of this Resolution to the Village of Tinley Park and implement the terms of the Agreement.

All of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 20th day of October A.D. 2022.

(SEAL)



County Clerk

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

OCT 20 2022

COM _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY M. O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2022-R-103, “**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS FOR AN INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING OF A MULTI-USE PATH FROM 84TH AVENUE TO 179TH STREET,**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on September 6th, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of September, 2022.

VILLAGE CLERK