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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2022-045**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, TO AUTHORIZE  
AND APPROVE AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF COOK ON BEHALF OF THE  
DEPARTMENT OF TRANSPORTATION AND HIGHWAYS  
AND THE CITY OF BLUE ISLAND REGARDING A GRANT  
FOR PEDESTRIAN IMPROVEMENT PROJECTS ON  
WESTERN AVENUE**

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**FRED BILOTTO, Mayor  
RAEANN CANTELO-ZYLMAN, City Clerk  
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON  
LUIZ MONTOYA  
NANCY RITA  
BILL FAHRENWALD  
GABRIEL McGEE  
CANDACE CARR  
JOSH ROLL**

**Alderman**

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RESOLUTION NUMBER 2022-045

**A RESOLUTION OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, TO AUTHORIZE  
AND APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
COUNTY OF COOK ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION  
AND HIGHWAYS AND THE CITY OF BLUE ISLAND REGARDING A GRANT FOR  
PEDESTRIAN IMPROVEMENT PROJECTS ON WESTERN AVENUE**

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**WHEREAS**, the City of Blue Island, Cook County, Illinois (the “*City*”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

**WHEREAS**, the City of Blue Island and the County of Cook on behalf of the Department of Transportation and Highways desire to execute an Intergovernmental Agreement for grant money relating to pedestrian improvement projects on Western Avenue, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

**WHEREAS**, the Mayor and Aldermen of the City deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to execute and enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Agreement, which is attached hereto and made a part hereof as Exhibit

A, is hereby approved in substantially the same form presented to the Mayor and Aldermen of the City with such necessary non-material changes as may be authorized by the Mayor and City Attorney.

**Section 3.** The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 4.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 5.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

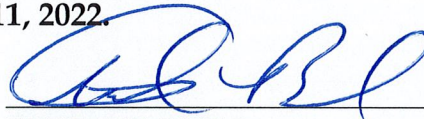
**Section 6.** This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

*(Left intentionally blank)*

**ADOPTED** this 11th day of **October, 2022**, pursuant to roll call as follows:

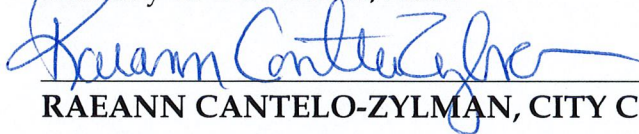
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA	X				
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	7				

**APPROVED** by the Mayor on **October 11, 2022**.



**FRED BILOTTO**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and Filed in my office this  
**11th** day of **OCTOBER, 2022**.



**RAEANN CANELO-ZYLMAN, CITY CLERK**

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )        ss.

**CERTIFICATION**

**I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT** I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

**I DO FURTHER CERTIFY** that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK ON BEHALF OF THE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS AND THE CITY OF BLUE ISLAND REGARDING A GRANT FOR PEDESTRIAN IMPROVEMENT PROJECTS ON WESTERN AVENUE.**

**RESOLUTION NO. 2022-045** which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **11th day of October, 2022**; that at said meeting 7 Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of 7 Alderman voted Aye and 0 Alderman voted Nay and 0 Alderman voted Abstain and 0 Alderman Absent.

**I DO FURTHER CERTIFY** that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **11th day of October, 2022**.

CORPORATE SEAL

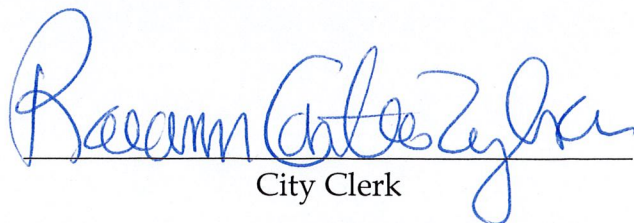
  
\_\_\_\_\_  
City Clerk

Exhibit A

*Intergovernmental Agreement*  
(see attached)

## INTERGOVERNMENTAL AGREEMENT

This **Intergovernmental Agreement** (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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 City Of Blue Island, a municipal corporation of the State of Illinois (the “Grantee” or “City”). The County and City 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 City that it had been selected for participation in the 2022 Invest in Cook Program;

**WHEREAS**, the County has agreed to award the City up to \$383,492 toward preliminary engineering costs for pedestrian improvements on Western Avenue (the “Project”);

**WHEREAS**, Western Avenue is within the Business Development District and is the commercial center of the City of Blue Island;

**WHEREAS**, pedestrian safety and quality of life will be improved through new bike racks, street trees, and infiltration planters to reduce stormwater runoff;

**WHEREAS**, this Agreement will set forth the Parties' respective responsibilities and obligations for preliminary engineering, 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 City, 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. PRELIMINARY 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. Engineering Agreement. The Grantee will enter into an agreement with a professional engineering firm/consultant to perform preliminary engineering services for the Project. In awarding and administering the preliminary 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.
- C. Lead Agency. The Grantee will assume overall responsibility for the Project, including ensuring that all required permits and joint participation and/or force agreements are secured.
- D. Project Location. A map showing the Project limits is incorporated into and made a part of this Agreement and attached as Exhibit A.
- E. Schedule. A schedule for the Project is incorporated into and made a part of this Agreement and attached as Exhibit B.
- F. Deliverables. Upon request by the County, the Grantee will provide the County with copies of all deliverables prepared by the consultant and submitted to the Grantee, including, but not limited to, any and all surveys, studies, reports, charts, maps, drawings, agreements, data, plans, specifications, estimates, plats, permits and special provisions.



- G. Meetings. The Grantee and/or its consultant will coordinate and conduct any public meetings or hearings required by the Illinois Department of Transportation (IDOT) or any other state or federal agency for the Project. The Grantee will provide not less than 14 calendar days' advance written notice to the County of the Project kick-off meeting, if applicable, and any such public meetings or hearings.
- H. Draft Project Development Reports. The Grantee will provide the County with electronic copies of any draft Project Development Reports prepared as part of the Project.
- I. Final Project Development Report. The Grantee and/or its consultant will provide IDOT with any and all documents necessary to secure IDOT approval of the Project Development Report (PDR) for the Project. The Grantee will provide the County with one paper copy and an electronic copy of the final approved PDR.
- J. County Permits. The Grantee 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 and/or its agents, without charge of permit fees to the Grantee.
- K. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Assistant Superintendent  
Attn: Tara Orbon, P.E.  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 23rd Floor  
Chicago, IL 60602  
E-mail: [Tara.Orbon@cookcountyil.gov](mailto:Tara.Orbon@cookcountyil.gov)

- **SECTION 2. FINANCIAL**

- A. Cost Estimate. Estimated preliminary engineering costs for the Project are \$383,492. The estimated preliminary engineering costs are based on estimated construction costs.
- B. Cost Participation
  - i. Grantee Cost Participation. The Grantee will pay all actual preliminary 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 100% of actual preliminary engineering costs for the Project, up to, but not to exceed \$383,492.

C. Reimbursement Procedures

- i. Advance Payment. Upon full execution of the preliminary engineering agreement 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 \$191,746. This amount represents 50% of the County's maximum financial contribution under this Agreement.
- ii. Milestone Payment. Upon submittal of the draft PDR to IDOT and receipt of an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of \$95,873. The advance and milestone payments to the Grantee represent 75% of the County's maximum financial contribution under this Agreement.
- iii. Final Payment. Upon approval of the final PDR by IDOT 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 preliminary 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 Assistant Superintendent, including the name of the Project and its associated section number;
  - b. Copies of all cancelled checks paid to the consultant(s) (or copies of the associated bank ledgers reflecting the payments);
  - c. Copies of all associated invoices submitted to the Grantee by the consultant(s) for the services rendered; and
  - d. A copy of the final performance report as described in Section 3.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 preliminary engineering services for the Project;
  - c. Not paid by the Grantee or its consultant(s);
  - d. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs;
  - e. 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
  - f. 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:

Assistant Superintendent  
Attn: Tara Orbon, P.E.  
Cook County Department of Transportation and Highways  
69 W. Washington Street, 23rd Floor  
Chicago, IL 60602  
E-mail: [Tara.Orbon@cookcountyl.gov](mailto:Tara.Orbon@cookcountyl.gov)

- D. Substitutions/Substitute Work. Either Party may request in writing that 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 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 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 3. 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 preliminary engineering work completed for the Project;
  - iii. A statement indicating whether preliminary engineering work for the Project is on, behind or ahead of schedule;
  - iv. A record of preliminary engineering activities and expenditures to date and for the current reporting period;
  - v. A forecast of quarterly preliminary engineering 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 preliminary engineering 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 preliminary engineering 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](mailto:Jesse.Elam@cookcountyil.gov)

• **SECTION 4. 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-01-ES. The Parties will include County section number 22-IICBP-01-ES 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 4.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 Agreement will be governed by the laws of the State of Illinois and the Parties agree that the Circuit Court of Cook County is the appropriate forum should disputes require litigation.
- 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 preliminary engineering agreement for the Project is not executed by the Grantee within one year after the Effective Date of this Agreement.
- O. Indemnification. The Parties will indemnify, defend and hold harmless each other, and their respective commissioners, officers, directors, employees and agents, and their 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 either Party or their commissioners, 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@cookcountyil.gov](mailto:Jennifer.Killen@cookcountyil.gov)
- To the GRANTEE: City Administrator  
Attn: Thomas Wogan  
City of Blue Island  
13051 Greenwood Avenue  
Blue Island, IL 60406  
E-mail: [twogan@cityofblueisland.org](mailto:twogan@cityofblueisland.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 4.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 approval of the final PDR by IDOT 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



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.

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 CITY OF BLUE ISLAND:

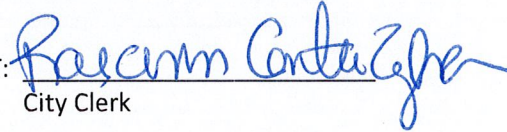
\_\_\_\_\_  
Toni Preckwinkle  
President  
Cook County Board of Commissioners

  
\_\_\_\_\_  
Fred Bilotto  
Mayor

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

This 13 day of October, 2022

ATTEST: \_\_\_\_\_  
County Clerk

ATTEST:   
\_\_\_\_\_  
City Clerk

RECOMMENDED BY:

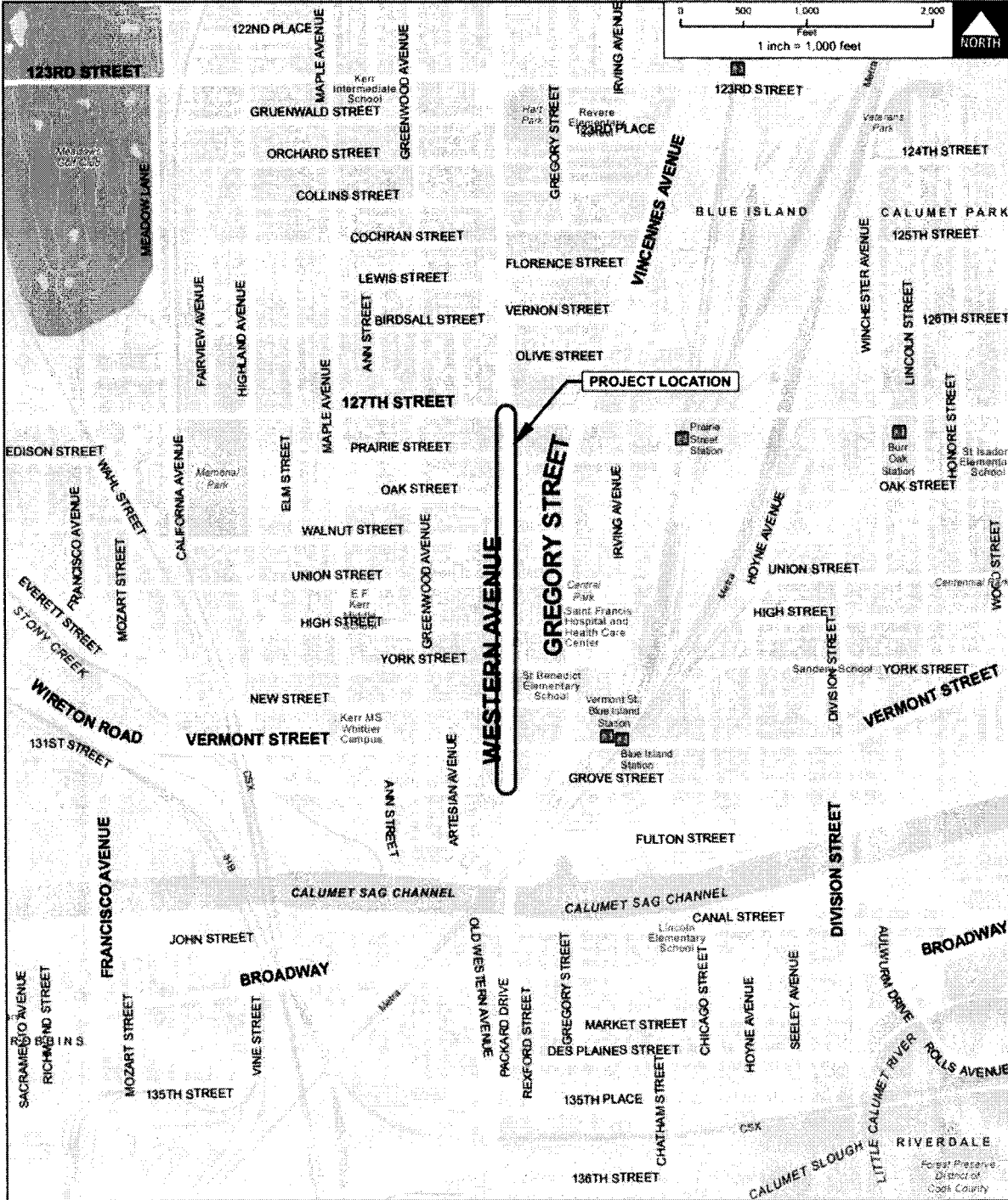
APPROVED AS TO FORM:  
Kimberly M. Foxx, State's Attorney

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

By: \_\_\_\_\_  
Assistant State's Attorney

Exhibit A

Project Map



**Exhibit B**

**Project Schedule**

	<b>Description</b>	<b>Date</b>
Milestone 1	Project Scoping Final	08/31/2022
Milestone 2	Phase I Engineering Complete	08/31/2023
Milestone 3	Phase II Engineering Complete	07/31/2024
Milestone 4	Contract Bid Award	08/31/2024
Milestone 5	Construction Start	10/01/2024
Milestone 6	Construction Complete	05/31/2025

**Exhibit C**

**Funding Breakdown**

<b>PHASE</b>	<b>GRANTEE SHARE</b>	<b>COUNTY SHARE</b>
Preliminary Engineering Services	Balance	100%, up to \$383,492