

RESOLUTION NO. R-2014-10

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF COOK ON BEHALF OF THE COOK COUNTY SHERIFF
AND THE VILLAGE OF MAYWOOD**

(SHERIFF'S WORK ALTERNATIVE PROGRAM – "SWAP")

WHEREAS, the Cook County Sheriff's Office ("Cook County Sheriff") operates a Sheriff's Work Alternative Program ("SWAP") in which offenders provide debris cleanup services to municipalities pursuant to an intergovernmental agreement at a cost savings to the municipalities. The Cook County Sheriff has offered such an intergovernmental agreement to the Village of Maywood; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to approve and enter into an agreement entitled "Intergovernmental Agreement Between the County of Cook On Behalf Of The Cook County Sheriff And The Village Of Maywood (Sheriff's Work Alternative Program – "SWAP")" for the purposes set forth in the Agreement. The charges for the cleanup services are set forth in Section 4 of the Agreement. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the Agreement pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and find that entering into the Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO THEIR HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTIONS 6 AND 10(a) OF THE ILLINOIS CONSTITUTION OF 1970 AND THE INTERGOVERNMENTAL COOPERATION ACT, 5 ILCS 220/1 *et seq.*, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve of an agreement entitled "Intergovernmental Agreement Between Cook County On Behalf Of The Cook County Sheriff's Office And The Village Of Maywood (Sheriff's Work Alternative Program – "SWAP")" for the purposes set forth in the Agreement and agree to pay the charges for the cleanup services as set forth in Section

4 of the Agreement. A copy of the Agreement is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Village Clerk, or their designees, to execute said Agreement, and to execute and deliver all other instruments and documents and pay all expenses that are necessary to fulfill the Village's obligations under the Agreement.

ADOPTED this 29th day of April, 2014, pursuant to a roll call vote as follows:

AYES: Mayor E. Perkins, Trustee(s) A. Jaycox, A. Dorris, M. Rogers, M. Lightford, and R. Rivers

NAYS: None

ABSENT: None

ABSTAIN: Trustee C. Ealey-Cross

APPROVED this 30 day of April, 2014, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.



Edwina Perkins

Village President

ATTEST:

[Signature]

Village Clerk

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF COOK ON BEHALF OF THE COOK COUNTY SHERIFF
AND THE VILLAGE OF MAYWOOD**

(SHERIFF'S WORK ALTERNATIVE PROGRAM – "SWAP")

(attached)

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK
ON BEHALF OF THE COOK COUNTY SHERIFF
AND _____**

This Intergovernmental Agreement ("IGA") is entered into by and between the County of Cook ("County") on behalf of the Cook County Sheriff ("Sheriff") and _____ ("Municipality") (and collectively, the "Parties") pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220.

I. RECITALS

WHEREAS, the Sheriff administers the Sheriff's Work Alternative Program ("SWAP") for offenders so sentenced and is responsible for assigning SWAP offenders duties to carry out their sentences; and

WHEREAS, municipalities in Cook County have availed themselves of SWAP services, such as grounds cleanup, at no cost in the past; and

WHEREAS, the services provided by SWAP represent a significant cost savings to the Municipality; and

WHEREAS, the Sheriff and the Municipality seek to enter into a low-cost agreement wherein SWAP offenders would continue to provide service to the Municipality; and

WHEREAS, the provisions of Article VII, Section 10 of the 1970 Illinois Constitution authorize and encourage units of local government to contract amongst themselves; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation; and

WHEREAS, the revenue produced under this IGA will benefit the County of Cook and the Cook County Sheriff's Office; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Parties agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

III. TERM AND TERMINATION

The term of this IGA shall be _____ and end _____; with the option of renewing for a subsequent one (1) year period. Either Sheriff or Municipality may request a renewal within sixty (60) days of the end of this Agreement period. The Agreement shall be effective when executed by County and Municipality. Either County or Municipality may terminate this IGA at any time upon thirty (30) written notice to the Sheriff.

IV. SERVICES

A. Provision of Services and Costs

SWAP shall provide:

_____ Twelve (12) days of service at an annual cost of \$1,000. (One Thousand Dollars), with any additional days at a cost of \$300. (Three Hundred Dollars) per day. This Plan shall be referred to as "Plan A."

_____ Eighteen (18) days of service at an annual cost of \$2,000. (Two Thousand Dollars), with any additional days at a cost of \$200. (Two Hundred Dollars) per day. This Plan shall be referred to as "Plan B."

_____ Thirty (30) days of service at an annual cost of \$5,000. (Five Thousand Dollars), with any additional days at a cost of \$100. (One Hundred Dollars) per day. This Plan shall be referred to as "Plan C."

"Annual" shall be defined as a 365-day period commencing upon execution of this IGA. A day of service shall be defined 5 hours of work on site and a half-hour lunch break.

B. Manner of Requesting Services

Upon full payment of the costs agreed to in Section A, Municipality shall request in writing its allotted days or a portion thereof no less than 15 days before a given requested day.

C. Inclement Weather and Emergencies

In the event of inclement weather or SWAP's inability to provide service on an allotted day, such day shall be replaced by a substitute day at no additional cost to Municipality.

D. Security

Sworn Cook County Sheriff's officers will maintain the security of SWAP crews at all times. No employee of Municipality shall have the ability to direct or supervise SWAP participants in any manner.

E. S.W.A.P. Hours

S.W.A.P. offenders report to and remain under the custody, care and control of the Sheriff between the hours of 7 a.m. and 2:30 p.m. seven days per week, with the exception of County holidays. S.W.A.P. offenders are entitled to one half-hour lunch break per shift.

F. Provisions

Municipality agrees to provide the following:

- i.) Washroom facilities;
- ii.) Drinking water;
- iii.) All tools or implements as needed to complete the daily assignment.

V. WARRANTIES

Both Parties warrant that they have the legal authority to enter into this IGA and to bind themselves to its terms. The Cook County Board of Commissioners authorized the Sheriff of Cook County to enter into and execute this IGA on behalf of the County as evidenced by the Board Approval Letter attached hereto as Exhibit A.

VI. INVOICING

The Cook County Sheriff's Office will invoice the Municipality in the amount indicated in Section A, above, upon execution of this IGA, representing the annual charge for services. Additional days will be invoiced in accordance with Section A.

VII. INDEMNIFICATION

Municipality covenants and agrees to indemnify and hold harmless the County and the Sheriff and their Commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of this IGA by the Municipality, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Municipality.

VIII. GENERAL PROVISIONS

- A. Compliance with Laws.** The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
- B. Dispute Resolution.** In the event of a dispute between the Municipal and the Sheriff concerning this IGA, each shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Sheriff's General Counsel and the counsel for the Municipality are responsible for promptly resolving the dispute in good faith and in a cooperative manner.
- C. Counterparts.** This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- D. Governing Law and Venue.** This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this IGA, each party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.
- E. Entire IGA; Modification.** This IGA constitutes the entire IGA between the parties with respect to the subject matter hereof and supersedes any prior IGAs, negotiations and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.
- F. Severability.** If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included herein and this IGA shall be and remain valid and enforceable to the fullest extent permitted by law.
- G. Conflicts.** This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 et seq.

- H. Governmental Immunity.** Notwithstanding anything to the contrary set forth elsewhere in this IGA, neither the County nor the Municipality has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this IGA or performance hereunder.
- I. Cooperation with Inspector General.** Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties. Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.
- J. Force Majeure.** Neither the County nor the Municipality shall be liable for failing to fulfill any obligation under this IGA to the extent any such failure is caused by any event beyond such party's control and which event is not caused by such party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- K. Notices.** Unless otherwise specified, any notice, demand or request required under this IGA must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

If to the County:

Thomas J. Dart, Sheriff
ATTN: Sean Heffernan, General Counsel
Richard J. Daley Center
50 W. Washington, Rm. 704
Chicago, Illinois 60602

If to the Municipality:

IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the Parties through their authorized representatives as set forth below:

COOK COUNTY, ILLINOIS: The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

Date: _____

Toni Preckwinkle, President

Cook County Board of Commissioners

Attest:

Secretary

MUNICIPALITY:

Date: _____

Print Name and Title: _____

APPROVED AS TO FORM:

Date: _____

Cook County Assistant State's Attorney