

ORIGINAL

RESOLUTION NO. R-2015-19

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

**(SHERIFF'S WORK ALTERNATIVE PROGRAM – "SWAP" and
SHERIFF'S ALTERNATIVE SENTENCE PROGRAM – "RENEW")**

WHEREAS, the Cook County Sheriff's Office ("Cook County Sheriff") operates a program called the "Sheriff's Work Alternative Program" ("SWAP") in which participants provide debris cleanup services to municipalities pursuant to an intergovernmental agreement at a cost savings to the municipalities. The Cook County Sheriff also operates another alternative sentence program called "Restoring Neighborhoods Workforce" ("RENEW") in which participants provide services, including deconstruction, debris clearing and securing of vacant properties, to municipalities pursuant to an intergovernmental agreement at a cost savings to the municipalities. These Programs utilize participants from the Cook County Sheriff's impact incarceration program as a means of allowing the participants to perform their community service obligations. The Cook County Sheriff has offered both the SWAP Program and the RENEW Program 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 intergovernmental agreement entitled "Assignment Agreement Between The Cook County Sheriff & The Village Of Maywood" (the "Agreement") for the purposes set forth in the Agreement. There is no cost to the Village for participating in these Programs. The Cook County Sheriff will charge the property owner for the provided services and file its own liens against the properties where payment is not made by the property owner. Under the Agreement, the Village assigns its property maintenance enforcement rights, collection rights and lien rights to the Cook County Sheriff in regard to the collection of fees from any private property owners for Program services that are performed by the Cook County Sheriff, employees, agents and participants of the Programs. 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, 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 authorize the approval and execution of an intergovernmental agreement entitled "Assignment Agreement Between The Cook County Sheriff & The Village Of Maywood" for the purposes set forth in 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 7th day of July, 2015, pursuant to a roll call vote as follows:

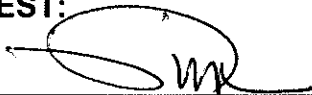
AYES: Mayor Edwenna Perkin, Trustee(s) H. Yarbrough, Sr., I. Brandon, A. Dorris, M. Rogers, M. Lightford and R. Rivers.

NAYS: None

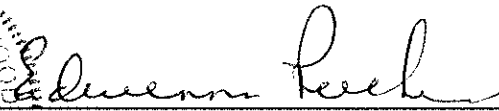
ABSENT: None

APPROVED this 8th day of July, 2015, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

ATTEST:



Village Clerk



Village President

Exhibit "A"

**ASSIGNMENT AGREEMENT
BETWEEN THE COOK COUNTY SHERIFF
& THE VILLAGE OF MAYWOOD**

(attached)

**ASSIGNMENT AGREEMENT
BETWEEN THE COOK COUNTY SHERIFF
& THE VILLAGE OF MAYWOOD**

This Assignment Agreement (“Agreement”) is entered into by and between the Village of Maywood, Illinois (hereinafter “Village”), and the Cook County Sheriff (hereinafter “Sheriff”).

WITNESSETH:

WHEREAS, the *Constitution of the State of Illinois, 1970, Article VII, Section 10*, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, 5 ILCS 200/1, entitled the *Intergovernmental Cooperation Act*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, pursuant to 55 ILCS 5/3-6021 the Sheriff shall be conservator of the peace in his or her county, and shall prevent crime and maintain the safety and order of the citizens of that county; and

WHEREAS, pursuant to 730 ILCS 5/5-5-9, Sheriff operates an alternative sentence program called the Sheriff’s Work Alternative Program (“SWAP”), in which participants are court ordered to participate in community service projects, including cleaning parks, viaducts, streets and other community clean-up activities; and

WHEREAS, pursuant to its authority in 730 ILCS 5/5-8-1.2, Sheriff operates an alternative sentence program called the RENEW Program – Restoring Neighborhoods Workforce (“RENEW”), in which participants deconstruct, clear and secure vacant properties in Cook County, which are often hotbeds of criminal activity, as part of an impact incarceration program; and

WHEREAS, Village is a unit of local government situated within the corporate boundaries of Cook County, Illinois; and

WHEREAS, Village has real estate parcels within its corporate boundaries that contain dangerous and abandoned residential structures; and

WHEREAS, pursuant to Illinois Municipal Code sections 11-20-7, 11-20-13, 11-31-1.01, 11-20-15, 11-20-15.1, and Village Municipal Code sections 92.20, 92.21, 92.22, 92.23, 92.24, 92.25, 92.26, 92.28, and 15.029 (“Authorizing Statutes”), Village is authorized to enter upon private property for the removal of nuisance greenery, garbage, debris and graffiti, for the securing or enclosing of abandoned residential property, and for the demolition of abandoned residential property; and

WHEREAS, pursuant to the Authorizing Statutes, Village is authorized to collect from the owner of the parcel the reasonable costs associated with such removal, enclosure or demolition; and to file a lien for the removal, enclosure or demolition costs in the case of abandoned residential property; and

WHEREAS, Village does not have the financial or physical capabilities to accomplish the nuisance greenery removal, enclosure or demolition of certain dangerous and abandoned residential structures and is seeking the assistance of the Sheriff to assist in such projects; and

WHEREAS, Village wishes to delegate and assign its authority, pursuant to the Authorizing Statutes, and authorize the Sheriff to enter upon private property for the removal of nuisance greenery, garbage, debris and graffiti, and for the securing, enclosing or demolition of abandoned residential property; and

WHEREAS, Village wishes to assign its authority, pursuant to the Authorizing Statutes, and authorize the Sheriff to collect from the owner of the parcel the reasonable removal costs, and to file a lien for the removal, enclosure demolition costs in the case of abandoned residential property; and

WHEREAS, Village has identified multiple real estate parcels containing dangerous and abandoned residential structures, which may be a shelter for chronic criminal activity in the community; and

WHEREAS, Sheriff wishes to assign SWAP and RENEW crews to clear nuisance greenery and/or secure properties identified by Village in exchange for collection and lien rights for the removal and securing costs; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, terms and conditions set forth in this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this Agreement be reference as if set forth fully herein.

SECTION 2. ASSIGNMENT SCOPE

Village and Sheriff agree as follows:

A. Removal of Nuisance Greenery, Garbage, Debris and Graffiti:

- a. Village delegates its authority, pursuant to the Authorizing Statutes, and authorizes the Sheriff to enter upon and to assign SWAP crews to enter upon private property for the removal of nuisance greenery, garbage, debris and graffiti. Village does not abdicate its authority under the Entry

Authorizing Statutes and nothing herein shall prohibit Village from exercising its authority under the Entry Authorizing Statutes.

- b. Village agrees to periodically provide the Sheriff with a SWAP Request Form (Exhibit A), listing the properties that are in violation of the Village Code and fall within the scope of this Agreement. Nothing herein shall obligate Sheriff to complete nuisance greenery, garbage, debris and graffiti removal for any property on the SWAP Request Form submitted by Village. Sheriff may refrain from conducting nuisance greenery, garbage, debris and graffiti removal for any property on the SWAP Request Form submitted by Village, the determination of which shall be at Sheriff's sole discretion.

B. Enclosure or Demolition of Abandoned Residential Property:

- a. Village delegates its authority, pursuant to the Authorizing Statutes, and authorizes the Sheriff to enter upon and to assign RENEW crews to enter upon private property to secure, enclose or demolish abandoned residential property. Village does not abdicate its authority under the Entry Authorizing Statutes and nothing herein shall prohibit Village from exercising its authority under the Entry Authorizing Statutes.
 - b. Village agrees to periodically provide the Sheriff with a RENEW Demolition/Enclosure Request Form (Exhibit B) listing the properties that are in violation of the Village Code and fall within the scope of this Agreement. Nothing herein shall obligate Sheriff to complete the enclosure or demolition of any property on the RENEW Demolition/Enclosure Request Form submitted by Village. Sheriff may refrain from enclosing or demolishing any property on the RENEW Demolition/Enclosure Request Form submitted by Village, the determination of which shall be at Sheriff's sole discretion.
- C. Village assigns its authority, pursuant to Entry Authorizing Statutes, and authorizes the Sheriff to collect from the owner of the parcel the reasonable removal cost for work completed by RENEW and/or SWAP.
- D. Village assigns its authority, pursuant to the Authorizing Statutes, and authorizes the Sheriff to file liens for the removal of nuisance greenery, garbage, debris and graffiti, and for the enclosure and demolition of abandoned residential property, for work completed by RENEW and/or SWAP.
- E. Village represents and warrants that it will comply with all posting and notice requirements the Authorizing Statutes and any applicable statutes or ordinances prior to the Sheriff's entry onto any property listed on the SWAP Request Form or RENEW Demolition/Enclosure Request Form. The Village agrees to provide Sheriff with a copy of each property's respective violation notice, determination

order and any other documents required by Authorizing Statutes or any applicable statutes or ordinances prior to Sheriff's entry on the property. Village agrees to complete an Affidavit of Compliance (Exhibit D) regarding compliance with all laws and ordinances.

SECTION 3. FINANCIAL

Village and Sheriff agree that all monies collected by Sheriff pursuant to this Agreement shall be for work completed by SWAP and/or RENEW and shall be deposited in Sheriff's General Fund. Sheriff shall be responsible for pursuing collection and perfecting lien rights provided pursuant to this Agreement. Sheriff agrees that removal costs shall be equal to the costs incurred by Sheriff to complete removal and/or securing or enclosure of the property, including staff salaries and equipment costs.

SECTION 4. TERM AND TERMINATION

This Agreement shall commence upon full execution of this Agreement, and continue in full force and effect until terminated by either party.

Either party may terminate this Agreement at any time by providing the other party with thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement.

SECTION 5. LIABILITY AND INDEMNIFICATION

Village covenants and agrees to indemnify and hold harmless the County and the Sheriff and their commissioners, officials, employees, agents, representatives, heirs, successors and assigns, from and against any and all claims, losses, damages, causes of action, costs, expenses, attorney's fees and expenses, losses, 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 the Agreement by Village, or any claims arising out of the acts or omissions of the officers, agents, or employees of Village.

SECTION 6. AUTHORITY

Village represents and warrants that it has the authority to enter into this Agreement as evidenced by the attached approval by the Village Board (Exhibit C).

SECTION 7. GENERAL PROVISIONS

7.1 AMENDMENT TO THE AGREEMENT

Any terms or conditions of this Agreement and attached exhibits may be deleted or altered only by written amendment to this Agreement, duly executed by the Sheriff and Village.

7.2 GOOD FAITH

All parties have a duty to perform their obligations under this Agreement in good faith.

7.3 SEVERABILITY

The parties agree that to the extent a court of competent jurisdiction shall determine that any part or provision of this Agreement is unenforceable as a matter of law, such part or provision of the Agreement shall be deemed severable and the remainder of the Agreement shall survive.

7.4 INTERPRETATION

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

7.5 ASSIGNMENT/BINDING EFFECT

Notwithstanding the Assignment provided for in Section 2 of this Agreement, neither party hereto may assign their respective rights nor duties hereunder except upon prior written consent of the other party. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

7.6 WAIVER OF BREACH

If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.

7.7 MERGER CLAUSE; AMENDMENT

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and superseded any and all prior Agreements, express or implied, oral or written. No amendment or modification of the Agreement shall be effective unless reduced to writing and executed by the parties.

7.8 COUNTERPARTS

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute by one and the same instrument.

7.9 COMPLIANCE WITH ALL LAWS

The Sheriff and Village shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governments agencies, which may in any manner affect the performance of this Agreement.

7.10 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The parties agree that venue shall only be proper in a court of competent jurisdiction located within the County of Cook, Illinois.

7.11 DISCLAIMER OF RELATIONSHIP

Nothing contained in the Agreement, nor any act of the County, Sheriff or Village, respectively, shall be deemed or construed by any of the parties hereto or by third person, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or Village, respectively.

7.12 NOTICE

Any and all communication regarding the terms of this Agreement shall be in writing and sent by registered or certified mail and addressed, if to Village:

Village of Maywood

If to the Sheriff:

Cook County Sheriff
Attn: General Counsel
Richard J. Daley Center, Room 704
Chicago, IL 60602.

Notice shall be effective at dispatch. Notice as provided herein does not waive service of summons.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the parties have read and agree with this Assignment Agreement.

COOK COUNTY SHERIFF'S OFFICE

General Counsel

Dated: _____

VILLAGE OF MAYWOOD

Mayor

Dated: _____

Exhibit A
SWAP REQUEST FORM

Exhibit B

RENEW DEMOLITION REQUEST FORM

Local Entity Information:

Name of Requesting Local Entity: _____

Authorized Person Making Request: _____

Title of Person Making Request: _____

Local Ordinance Authorizing Demolition: _____

Local Entity Contact Information:

Contact Person: _____

Address: _____

Phone Number: _____ Facsimile Number: _____

Email Address: _____

Property to be Demolished Information:

Address of Property: _____

Property Identification Number (PIN): _____

Current Owner of Property: _____

Reason(s) For Seeking Demolition: _____

Verification:

I, the undersigned, hereby verify that I am authorized by the above name local entity to execute this Demolition Request Form and that the above information is true and correct.

Dated: _____

Name and Title:

Exhibit C

MAYWOOD VILLAGE BOARD MEETING MINUTES

Exhibit D

COOK COUNTY SHERIFF'S OFFICE

DEMOLITION AFFIDAVIT OF COMPLIANCE

I, _____, being first duly sworn under oath, hereby deposes and states as follows:

1. I have personal knowledge of the facts contained herein and if called as a witness I could competently testify thereto.
2. I am authorized by the Village/Town of _____ and all local ordinances to seek the demolition of the property listed on the Cook County Sheriff's Office Demolition Request Form, attached hereto as Exhibit B.
3. I am familiar with the requirements of all local ordinances that pertain to the demolition of buildings or structures.
4. Village/Town of _____ has complied with all local ordinances which authorize demolition of the buildings and/or structures on the property listed on Exhibit B.
5. I have attached copies of all paperwork and notices that are required by the local ordinance to proceed with the demolition of the buildings and/or structures located on the property listed on Exhibit A. The copies of the necessary paperwork and notices are attached as Group Exhibit D.

FURTHER AFFIANT SAYETH NOT.

Dated: _____

Signature: _____

Print Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public



Cook County Sheriff's Office
 Court Services (Civil Division)
 Sheriff's Work Alternative Program (SWAP)
 4545 West Cermak
 Chicago, IL 60623
 (773) 801-2140 - Fax (773) 801-2149

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2014 SWAP REQUEST FORM

Form to be filled out COMPLETELY and forwarded to
 Deputy Sheriff John Bazianos and/or Deputy Sheriff Nelson Rivera

AGENCY NAME	DEPARTMENT	
ADDRESS	CITY	ZIP
PHONE NUMBER	FAX NUMBER	
CONTACT FIRST NAME	LAST	
TITLE	EMAIL	
PHONE #	CELL #	

LOCATION WHERE SWAP CREW IS TO REPORT:

REQUEST DATES: ANY 2 DAYS PER MONTH / MON - SUN
 *****PENDING AVAILABILITY*****

	1 ST CHOICE DATES	2 ND CHOICE DATES
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		

NOTE: ALL ASSIGNMENTS ARE SUBJECT TO CANCELLATION DUE TO DEPUTY OR OFFENDER
 MANPOWER SHORTAGES, VEHICLE MAINTENANCE AND ANY EMERGENCY CALLED UPON US

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. R-2015-19

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

**(SHERIFF'S WORK ALTERNATIVE PROGRAM – “SWAP” and
 SHERIFF'S ALTERNATIVE SENTENCE PROGRAM – “RENEW”)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 7th day of July, 2015, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 7th day of July, 2015.

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

AYES: Mayor Edwenna Perkin, Trustee(s) H. Yarbrough, Sr., I. Brandon, A. Dorris, M. Rogers, M. Lightford and R. Rivers.

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 8th day of July, 2015.




 Village Clerk