

ORIGINAL

**RESOLUTION NO. 2017-31**

**A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
COOK COUNTY, THE COOK COUNTY SHERIFF,  
& THE VILLAGE OF MAYWOOD**

**(SHERIFF'S WORK ALTERNATIVE PROGRAM – "SWAP" and  
SHERIFF'S RESTORING NEIGHBORHOODS WORKFORCE – "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. (Collectively, the "Programs.") The 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 (the "Village"); and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to approve and enter into an intergovernmental agreement entitled "Intergovernmental Agreement By And Between Cook County, 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 the Programs, other than the payment of certain grant funds received by the Village to Cook County as provided for in the Agreement. 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 "Intergovernmental Agreement By And Between Cook County, 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 20th day of June, 2017, pursuant to a roll call vote as follows:

**AYES:** Mayor Edwenna Perkins, Trustee(s) H. Yarbrough, Sr., I. Brandon, A. Sanchez, K. Wellington and M. Lightford

**NAYS:** None

**ABSENT:** Trustee R. Rivers

**APPROVED** this 22nd day of June, 2017, 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"**

**INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN COOK COUNTY, THE COOK COUNTY SHERIFF,  
& THE VILLAGE OF MAYWOOD**

(attached)

**INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN COOK COUNTY, THE COOK COUNTY SHERIFF,  
& THE VILLAGE OF MAYWOOD**

This Intergovernmental Agreement (“IGA”) is entered into by and between the County of Cook (“County”), the Village of Maywood (hereinafter “Village”), and the Cook County Sheriff (hereinafter “Sheriff”), (“collectively, the “Parties”) pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 22011 *et seq.*

**RECITALS:**

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, 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 IGA 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 authorizes the Sheriff to enter upon and to assign SWAP crews to enter upon Village -owned property for the removal of nuisance greenery, garbage, debris and graffiti. Village does not abdicate its authority under the Authorizing Statutes and nothing herein shall prohibit Village from exercising its authority under the Authorizing Statutes.

- b. Village agrees to periodically provide the Sheriff with a SWAP Request Form (Exhibit A), listing the properties that fall within the scope of this IGA. 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 Authorizing Statutes and nothing herein shall prohibit Village from exercising its authority under the 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 the 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. 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 IGA 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 IGA. 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.

Should the Village be entitled to Illinois Housing Development Authority ("IDHA") funds or reimbursement or other grant funds for a demolition project performed by the Sheriff's RENEW Program, the Sheriff shall be entitled to invoice the Village in the amount of \$3,000 per demolition as reimbursement for project expenses, equipment, and training. Said payment to Sheriff shall not be required for demolition projects for which the Village will not receive grant funding or reimbursement. But, in such cases the Village will be responsible for waste removal and asbestos/environmental remediation expenses.

**SECTION 4. TERM AND TERMINATION**

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

Any party may terminate this IGA 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 IGA 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 IGA by Village, or any claims arising out of the acts or omissions of the officers, agents, or employees of Village.

The Sheriff assumes responsibility for the actions and conduct of its employees, officers, and agents.

**SECTION 6. AUTHORITY**

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

## **SECTION 7. GENERAL PROVISIONS**

### **7.1 AMENDMENT TO THE IGA**

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

### **7.2 GOOD FAITH**

All parties have a duty to perform their obligations under this IGA 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 IGA is unenforceable as a matter of law, such part or provision of the IGA shall be deemed severable and the remainder of the IGA shall survive.

### **7.4 INTERPRETATION**

Any headings of the IGA 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 IGA.

### **7.5 ASSIGNMENT/BINDING EFFECT**

Notwithstanding the Assignment provided for in Section 2 of this IGA, neither party hereto may assign their respective rights nor duties hereunder except upon prior written consent of the other party(ies). The IGA 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 any party waives a breach of any provision of this IGA by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by any party or prevent any party from enforcing such provisions.

### **7.7 MERGER CLAUSE; AMENDMENT**

This IGA sets forth all of the entire understanding of the parties relative to the subject hereof and superseded any and all prior IGAs, express or implied, oral or written. No



amendment or modification of the IGA shall be effective unless reduced to writing and executed by the parties.

**7.8 COUNTERPARTS**

This IGA 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 IGA.

**7.10 GOVERNING LAW**

This IGA 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 IGA, 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, join 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 IGA 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 WHEREOF**, the County of Cook, the Cook County Sheriff, and the Village of Maywood have caused this IGA to be executed.

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

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

ATTEST:

\_\_\_\_\_  
Honorable David Orr  
Cook County Clerk

Dated: \_\_\_\_\_

ACKNOWLEDGED:

\_\_\_\_\_  
Thomas Dart  
Cook County Sheriff

Approved as to form:

\_\_\_\_\_  
Assistant State's Attorney

**VILLAGE EXECUTION:** The undersigned, on behalf of the Village of Maywood, hereby accept the foregoing Intergovernmental Agreement:

\_\_\_\_\_  
Mayor  
Village of Maywood

*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*

**VILLAGE OF MAYWOOD 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/City 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/City 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

