

ORIGINAL

RESOLUTION NO. R-2016-33

**A RESOLUTION REGARDING AN
INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES
BETWEEN THE VILLAGE OF MAYWOOD AND THE COUNTY OF COOK, ILLINOIS
(TERM: DECEMBER 1, 2016 TO NOVEMBER 30, 2017)**

WHEREAS, the Corporate Authorities of the Village of Maywood (the "Village") desire to enter into an Intergovernmental Agreement for the provision of environmental health inspectional services with the County of Cook, Illinois ("Cook County") relative to Cook County's Department of Public Health ("CCDPH") providing new construction plan review services and health inspections of all public food service and food handling establishments within the Village of Maywood (the "Work") for the term of December 1, 2016 to November 30, 2017, subject to the terms and conditions set forth in the Intergovernmental Agreement attached hereto as **Exhibit "A"** and made a part hereof (the "Intergovernmental Agreement"). Under the Intergovernmental Agreement, the Village agrees to pay Cook County the sum total amount of \$100.00 per inspection; and

WHEREAS, Cook County desires to enter into the attached Intergovernmental Agreement with the Village, which obligates Cook County to perform the Work, subject to the payment terms and conditions contained in the Intergovernmental Agreement; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to enter into the attached Intergovernmental Agreement pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and finds that entering into the attached Intergovernmental Agreement is in the best interests of the Village and that the performance of the Work will benefit the Village, its residents and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, 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 Corporate Authorities of the Village Maywood approve of the Intergovernmental Agreement to be entered into with Cook County, Illinois, attached hereto as **Exhibit "A"** and made a part hereof. Further, the Corporate Authorities of the Village of

Maywood authorize and direct the Village President and Clerk, or their designees, to execute said Intergovernmental Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Intergovernmental Agreement.

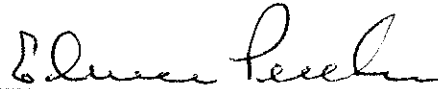
ADOPTED this 4th day of October, 2016, pursuant to a roll call vote as follows:

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

NAYS: None.

ABSENT: Trustee(s) A. Dorris and M. Lightford

APPROVED this 5th day of October, 2016, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.



Village President

ATTEST:

Viola Mims by *John Murphy*
Village Clerk Deputy Clerk

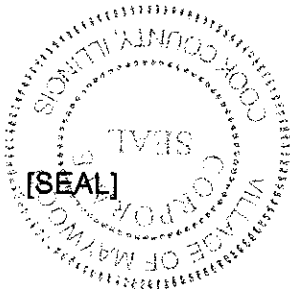


Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

**Between the Village of Maywood
and the County of Cook, Illinois**

Term: December 1, 2016 to November 30, 2017

(attached)

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF
ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES**

This **AGREEMENT** entered into as of December 1, 2016 by and between the Village of Maywood, Cook County, Illinois a municipal corporation (hereinafter called the **VILLAGE**), and the County of Cook, Illinois a body corporate and politic (hereinafter called the **COUNTY**).

WITNESSETH:

WHEREAS, The **VILLAGE** wishes to provide environmental health inspectional services relating to food service sanitation and retail food store sanitation; and

WHEREAS, the **COUNTY** is willing to provide the **VILLAGE** with certain environmental health services through the work of its Department of Public Health, (hereinafter called the **DEPARTMENT**) upon the terms and conditions as hereinafter set forth; and

WHEREAS, the **COUNTY** and **VILLAGE** are home rule units as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

WHEREAS, the 1970 Illinois Constitution (Art. VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220) provide authority for intergovernmental cooperation; and

WHEREAS, the Illinois Compiled Statutes (55 ILCS 5/5-25013 (B) 5), provides that the **DEPARTMENT** may contract for the sale of health services; and

WHEREAS, the parties hereto seek to protect the health of the citizens of the **COUNTY** and the **VILLAGE** by undertaking the **AGREEMENTS** contained herein through their joint effort.

NOW THEREFORE, in consideration of the premises, and such other considerations as hereinafter set forth, the parties hereto agree as follows:

1. The **DEPARTMENT**, through its Environmental Health Division Staff, shall provide the following environmental services to the **VILLAGE**:
 - a. Make inspections as required by the food sanitation provisions of the Code of Ordinances of the **VILLAGE** (hereinafter called the **VILLAGE CODE**) of all food service establishments and retail food stores licensed or permitted by the **VILLAGE** as scheduled by the **VILLAGE** and the **DEPARTMENT** during the term of this **AGREEMENT** to assure compliance with the **VILLAGE CODE**;

- b. Reinspect all food service establishments and retail food stores to monitor the correction of violations identified at the time of the initial inspection pursuant to (a.) above;
 - c. Provide the **VILLAGE** with reports of inspections undertaken;
 - d. Report immediately to the **VILLAGE** on matters which in the opinion of the inspector are of serious concern;
 - e. Testify as required in any court cases brought by the **VILLAGE** for correction of food sanitation code violations cited pursuant to inspections conducted by the **DEPARTMENT**;
 - f. Review plans for any new or extensively remodeled food service establishment or retail food store in the **VILLAGE** to assure compliance with current Federal, State, **COUNTY**, and **VILLAGE** Food Service Establishment and Retail Food Store Regulations.
2. The **DEPARTMENT** agrees to furnish its employees with means of transportation to, from, and within the **VILLAGE** in order to carry out the duties and inspections as described herein.
3. The **VILLAGE** agrees:
 - a. To maintain in force during the term and any extension of this intergovernmental **AGREEMENT**, ordinances or regulations at least equivalent to the **COUNTY** Food Service Establishment and Retail Food Store Ordinances;
 - b. To maintain files and records of inspections and licensing or permitting of food service establishments and retail food stores, and to provide the **DEPARTMENT** with one copy of inspection reports prepared by **DEPARTMENT** personnel and upon reasonable notice provide the **COUNTY** with access to said files and records;
 - c. To provide any legal action in the determination of the **VILLAGE** necessary to enforce the **VILLAGE** ordinances or regulations.
4. To provide the **DEPARTMENT** with the necessary authority to perform the duties and services referred to above.
5. The **DEPARTMENT** agrees to provide all of the services outlined in Paragraph Number 1 above, at a cost of **\$100.00 per inspection** billed to the **VILLAGE** for the term of the **AGREEMENT**.

6. The **VILLAGE** agrees to hold harmless and to indemnify the **COUNTY**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **VILLAGE**, its officers, agents or employees. The **COUNTY** agrees to hold harmless and to indemnify the **VILLAGE**, its Board members, officers, agents and employees from liabilities, costs, judgments, attorneys' fees or other expenses resulting from any negligence or act or failure to act under this **AGREEMENT** by the **COUNTY**, its officers, agents or employees. Nothing herein shall be construed to require the **VILLAGE** to indemnify the **COUNTY** for the negligence of the **DEPARTMENT** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **VILLAGE** to indemnify or make any payments in connection with any claim for which the **COUNTY** or the **DEPARTMENT** otherwise would not be liable, nor shall it be construed to waive any defenses that the **COUNTY**, the **DEPARTMENT** or the **VILLAGE** may otherwise have to any such claim. Furthermore, nothing herein shall be construed to require the **COUNTY** to indemnify the **VILLAGE** for the negligence of the **VILLAGE** or its officers, agents, or employees; and further, nothing herein shall be construed to require the **COUNTY** to indemnify or make payments in connection with any claim for which the **VILLAGE** otherwise would not be liable.
7. This **AGREEMENT** shall become effective as of December 1, 2016 and shall continue through November 30, 2017 unless otherwise terminated by either party as hereinafter provided. This **AGREEMENT** may be renewed on an annual basis by resolution of the corporate authority of both parties or with the written agreement of the parties through their designated representatives. For purposes of the renewal of the terms and conditions contained in this **AGREEMENT** the **COUNTY** authorizes the Chief of the Bureau of Health Services or the Director of the **DEPARTMENT** to renew on its behalf.
8. The parties hereto shall at any time during the term of this **AGREEMENT** have the right to terminate same upon 30 days written notice to the other party, said notice to be sent certified mail, return receipt to: Director, Cook County Department of Public Health, 15900 S. Cicero Avenue, Building E, Oak Forest, IL 60452; or the Village President, Village of Maywood, 40 West Madison St., Maywood, Illinois 60153.
9. It is expressly agreed by the parties hereto that all environmental health staff members of the **DEPARTMENT** shall be deemed its employees and shall be under the sole supervision and control of the **DEPARTMENT**.

10. This intergovernmental **AGREEMENT** may be amended only by resolution of the corporate authority of each party hereto.
11. If any provision of this **AGREEMENT** is invalid for any reason, such invalid portion shall not render invalid the remaining provisions of this **AGREEMENT** which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.
12. Neither party hereto may assign this **AGREEMENT** in whole or in part without the written consent of the other party.
13. The waiver by a party or any breach or failure of the other party to perform any covenant or obligation contained herein shall not constitute a waiver of any subsequent breach.
14. This **AGREEMENT** represents the entire **AGREEMENT** between the parties and supersedes any and all prior **AGREEMENTS**, whether written or oral. Any modification of this **AGREEMENT** shall be valid only if in writing and signed by all parties hereto.
15. This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Illinois.
16. All notices relating to the **AGREEMENT** shall be either hand delivered to the party or mailed to the party by certified mail, return receipt requested to all respective parties at addresses as both appear in Section 8 of this **AGREEMENT**.
17. None of the provisions of this **AGREEMENT** is intended to create nor shall be designed or construed to create any relationship between the **COUNTY** and the **VILLAGE** other than of independent entities contracting with each other hereunder solely for effecting the provisions of the **AGREEMENT**. Neither of the parties hereto nor any of their respective representatives shall be construed to be the agent, the employer or representative of the other. The **VILLAGE** and the **COUNTY** will maintain separate and independent managements and each has full unrestricted authority and responsibility regarding its own organization and structure.
18. The execution of this **AGREEMENT** by the **COUNTY** shall be subject to the authorization of the Cook County Board of Commissioners adopted in accordance with applicable law.

IN WITNESS WHEREOF, the undersigned governmental units have caused this **AGREEMENT** to be duly executed and attached herewith are copies of the respective resolutions authorizing the signing official to execute this **AGREEMENT**.

VILLAGE OF MAYWOOD
a municipal corporation

By: _____

Village President

ATTEST:

By: _____
Village Clerk

Dated:

COUNTY OF COOK, a body
corporate and politic

By: _____

Dated

Director, Cook County
Department of Public Health

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, 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-2016-33

**A RESOLUTION REGARDING AN
INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES
BETWEEN THE VILLAGE OF MAYWOOD AND THE COUNTY OF COOK, ILLINOIS
(TERM: DECEMBER 1, 2016 TO NOVEMBER 30, 2017)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 4th day of October, 2016, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 5th day of October, 2016.

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 Perkins, Trustee(s) H. Yarbrough, Sr., I. Brandon, M. Rogers and R. Rivers.

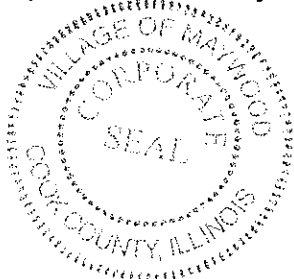
NAYS: None.

ABSENT: Trustee(s) A. Dorris and M. Lightford

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 5th day of October, 2016.

[SEAL]



Viola Mims

Village Clerk
John M. Mays

Deputy Clerk