
**THE VILLAGE OF SAUK VILLAGE
COOK AND WILL COUNTIES, ILLINOIS**

**ORDINANCE
NUMBER 13-027**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF COOK AND THE VILLAGE OF SAUK VILLAGE**

**DAVID HANKS, Mayor
DEBRA L. WILLIAMS, Clerk**

**DERRICK BURGESS
JEFFREY MORDEN
EDWARD MYERS
JOHN POSKIN
LYNDA G. WASHINGTON
ROSIE WILLIAMS
Trustees**

ORDINANCE NO. # 13-027

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF COOK AND THE VILLAGE OF SAUK VILLAGE**

WHEREAS, the County of Cook (the “County”) is a body politic and corporation of the State of Illinois and home rule unit of government under Article VII, Section 6(a) of the 1970 Illinois Constitution (the “County”) and the Village of Sauk Village is a municipality and unit of government under Article VII, Section 7 of the Illinois Constitution (the “Municipality”).

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services, and to exercise, combine or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorizes public agencies, which includes units of local government, to jointly enjoy and or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act authorizes units of local government to enter into intergovernmental agreements with other units of local governments; and

WHEREAS, the growing number of vacant and abandoned buildings in Cook County has increased rapidly under the current economic conditions of this country, which has increased community blight and is a matter of county-wide concern; and

WHEREAS, communities in Cook County, including the Municipality, are harmed by vacant and abandoned buildings because these buildings cause a decrease in property values and an increase in crime; and

WHEREAS, the County and Municipality share the common goal of seeking to identify and reduce the number of vacant and abandoned buildings within the Municipality; and

WHEREAS, the County and Municipality have the common goal of exercising their respective authority and fulfilling their responsibilities in an efficient and effective manner; and

WHEREAS, the County has enacted the Cook County Vacant Building Ordinance, Section 102-2:25 *et seq.* of the Cook County Code of Ordinances (hereinafter “Vacant Building Ordinance”) which regulates the registration and maintenance of vacant buildings and establishes a County register for such vacant buildings which are required to be registered under the Vacant Building Ordinance (the “County Register”); and

WHEREAS, Municipality has not adopted an ordinance on the same subject matter as the Vacant Building Ordinance and wishes to participate as a “participating municipality” under the Vacant Building Ordinance so that the Vacant Building Ordinance applies to the Municipality through the terms of this Agreement; and

WHEREAS, the parties wish to reduce the costs of inspections and make the enforcement of violations of the Vacant Building Ordinance within the Municipality more efficient; and

WHEREAS, the purpose of this Agreement is to authorize the collaboration between the County and Municipality to enforce the Vacant Building Ordinance within the borders of the Municipality and set forth the obligations of each such party to this Agreement; and

WHEREAS, the Corporate Authorities of the Village of Sauk Village have determined that it is in the best interest of the Village to enter into the attached Intergovernmental Agreement with the County of Cook;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Sauk Village, Counties of Cook and Will, and the State of Illinois, as follows:

SECTION 1: The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.

SECTION 2: The intergovernmental agreement in the form attached hereto as Exhibit A is approved.

SECTION 3: The Mayor and the Village Clerk are authorized to execute the intergovernmental agreement.

SECTION 4: If any section, paragraph, clause or provision of this ordinance is held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

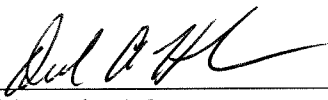
SECTION 5: All code provisions, ordinances, resolutions, rules, and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6: This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED this 10th day of December 2013, pursuant to a roll call as follows:

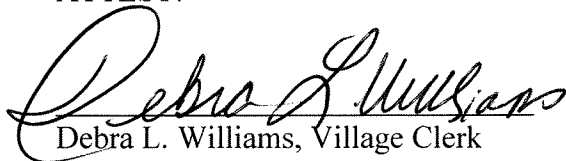
	YES	NO	ABSENT	PRESENT
Burgess	x			
Morden			x	
Myers	x			
Poskin	x			
Washington	x			
Williams	x			
Mayor Hanks				
TOTAL	5	0	1	0

APPROVED by the Mayor on December 10, 2013.



David Hanks, Mayor

ATTEST:


Debra L. Williams, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTIES OF COOK AND WILL)

CERTIFICATION

I, Debra L. Williams, do hereby certify that I am the duly qualified and elected Clerk of the Village of Sauk Village, Cook and Will Counties, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Sauk Village, Cook and Will Counties, Illinois.

I do hereby further certify that the foregoing is a full, true and correct copy of Ordinance No. 13-027, "AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF COOK AND THE VILLAGE OF SAUK VILLAGE," adopted and approved by the Mayor and Board of Trustees of the Village of Sauk Village, Illinois on December 10, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Sauk Village, Cook and Will Counties, Illinois this ____ day of _____, 2013.

Debra L. Williams
Village Clerk
Village of Sauk Village

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE COUNTY OF COOK
AND
THE VILLAGE OF SAUK VILLAGE**

This **INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made by and between the County of Cook (the "County"), a body politic and corporate of the State of Illinois and home rule unit of government under Article VII, Section 6(a) of the 1970 Illinois Constitution (the "County") and the Village of Sauk Village, a municipality and unit of government under Article VII, Section 7 of the Illinois Constitution (the "Municipality"). The County and the Municipality are herein referenced to collectively as the "Parties."

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services, and to exercise, combine or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorizes public agencies, which includes units of local government, to jointly enjoy and or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act authorizes units of local government to enter into intergovernmental agreements with other units of local governments; and

WHEREAS, the growing number of vacant and abandoned buildings in Cook County has increased rapidly under the current economic conditions of this country, which has increased community blight and is a matter of county-wide concern; and

WHEREAS, communities in Cook County, including the Municipality, are harmed by vacant and abandoned buildings because these buildings cause a decrease in property values and an increase in crime; and

WHEREAS, the Parties share the common goal of seeking to identify and reduce the number of vacant and abandoned buildings within the Municipality; and

WHEREAS, the Parties have the common goal of exercising their respective authority and fulfilling their responsibilities in an efficient and effective manner; and

WHEREAS, the County has enacted the Cook County Vacant Building Ordinance, Section 102-2:25 *et seq.* of the Cook County Code of Ordinances (hereinafter "Vacant Building Ordinance") which regulates the registration and maintenance of vacant buildings and establishes a County register for such vacant buildings which are required to be registered under the Vacant Building Ordinance (the "County Register"); and

WHEREAS, Municipality has not adopted an ordinance on the same subject matter as the Vacant Building Ordinance and wishes to participate as a “participating municipality” under the Vacant Building Ordinance so that the Vacant Building Ordinance applies to the Municipality through the terms of this Agreement; and

WHEREAS, the parties wish to reduce the costs of inspections and make the enforcement of violations of the Vacant Building Ordinance within the Municipality more efficient; and

WHEREAS, the purpose of this Agreement is to authorize the collaboration between the County and Municipality to enforce the Vacant Building Ordinance within the borders of the Municipality and set forth the obligations of each such party to this Agreement; and

NOW, THEREFORE, in consideration of the terms and condition as set forth in this Agreement, the parties hereto agree as follows:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE TWO: TERM

The Term of this Agreement shall commence on the Effective Date and shall continue thereafter for two years unless sooner terminated by either party as provided in **Article 18: Termination**. This Agreement shall be automatically renewed unless either party shall provide notice in writing of its intent not to renew the Agreement at least sixty (60) days prior to the second anniversary of the effective date of this Agreement.

ARTICLE THREE: MUNICIPALITY’S RESPONSIBILITIES

1. The Municipality, pursuant to this Agreement, authorizes the Cook County Department of Building and Zoning and its employees (“Department of Building and Zoning”) to be the enforcing authority with respect to vacant buildings located within the Municipality’s boundaries.
2. The Municipality shall provide notice to the Department of Building and Zoning of any vacant and unregistered buildings within the Municipality’s borders. Said notice shall be electronic and shall include the address of the property, the property’s permanent index number, and the date the Municipality discovered the violation. The County and the Department of Building and Zoning shall have no duty to discover which buildings within the Municipality are vacant.
3. The Municipality will work with the County and assist the County in its prosecutions of violations of the Vacant Building Ordinance. Such assistance shall include but not be limited to providing witnesses to testify at administrative adjudication proceedings.

4. Nothing herein prevents the Municipality from establishing its own register of vacant buildings ("Municipal Registry"). If such a Municipal Registry is duly established by the Municipality, the Municipality will provide the County on a monthly basis in electronic form with a complete list of all registered vacant buildings within the Municipality that were registered on the Municipal Registry within the preceding month. Such list shall provide all relevant information required by the County for registration of a vacant building on the County Registry, including but not limited to the name of the person or entity that registered the building, contact information and the location of the vacant building.

ARTICLE FOUR: COUNTY'S RESPONSIBILITIES

1. Upon receipt of the Municipality's notice, the Department of Building and Zoning will send an inspector to the property to determine whether the building is vacant and unregistered. If the inspector determines that there has been a violation of the Vacant Building Ordinance, the inspector will issue a County Notice of Violation.
2. All Notice of Violations shall be processed in the same manner as all other Notice of Violations issued by the Department of Building and Zoning Inspectors.
3. The Department of Building and Zoning will institute administrative adjudication proceedings with the Department of Administrative Hearings by forwarding a copy of the Notice of Violation, which has been properly served, to the Department of Administrative Hearings.
4. All violations will be prosecuted by the Cook County State's Attorney's Office. All violations shall be prosecuted at the Cook County Department of Administrative Hearings, 118 N. Clark Street, Room 1140, Chicago, Illinois.

ARTICLE FIVE: LOCATION FEE

For every vacant building that is identified by the Municipality as being vacant and unregistered, and then is subsequently registered and the County receives the \$250 registration fee, the County shall pay the Municipality \$125.00 as a location fee.

To assist the Municipality in providing inspection services to the County, the County shall pay the Municipality Fifty Percent (50%) of all fines and penalties that the County collects from any and all enforcement actions of vacant building violations within the Municipality's borders.

ARTICLE SIX: INDEPENDENT CONTRACTOR

The County and the Municipality are independent contractors. It is expressly understood and agreed that the Municipality's employees shall in no event as a result of this Agreement be

entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement or disability benefits, workers' compensation benefits or any other benefits.

ARTICLE SEVEN: INDEMNIFICATION

The Municipality covenants and agrees to indemnify, defend and save harmless the County and its 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 Agreement by the Municipality, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Municipality, including but not limited to the Authorized Municipal Employees. The Municipality expressly understands and agrees that any insurance protection required of the Municipality, or otherwise provided by the Municipality, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

ARTICLE EIGHT: CONSENT AND GOOD FAITH

Whenever the consent or approval of either of the Parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld or delayed. All parties agree to perform their obligations under this Agreement in good faith.

ARTICLE NINE: RESERVATION OF RIGHTS

In enforcing the Vacant Building Ordinance, the Municipality is not surrendering its right to prosecute alleged violations of its ordinances in any court of competent jurisdiction.

ARTICLE TEN: AMENDMENT TO THE AGREEMENT

This Agreement may not be altered, modified or amended except by written instrument signed by the Parties hereto.

ARTICLE ELEVEN: GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be in operative or unenforceable as applied to any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provisions or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE TWELVE: ASSIGNMENT; BINDING EFFECT

This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other Party.

This Agreement shall be binding upon and shall inure to the benefit of both Parties and each of their respective successors and permitted assigns. This Agreement is intended to be, and is, for the sole and exclusive benefit of the Parties hereto and such successors and permitted assigns.

ARTICLE THIRTEEN: WAIVER OF BREACH

No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. If either party waives or consents to a breach or default of any provision of this Agreement by any other party, that waiver or consent will not operate or be construed as a waiver or consent of any different or subsequent breach by any party or prevent any party from enforcing the applicable provisions of this Agreement.

ARTICLE FOURTEEN: COMPLIANCE WITH LAWS

The Parties hereto shall comply with all federal, state, county and municipal laws, ordinances, rules and regulations applicable to the performance of their respective responsibilities and the exercise of their respective rights pursuant to this Agreement.

ARTICLE FIFTEEN: FORCE MAJEURE

Neither the County nor the Municipality shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such Party's reasonable control and which event is not caused by such Party's fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

ARTICLE SIXTEEN: NO JOINT VENTURE

This Agreement shall in no event be construed in such a way that either the County or the Municipality constitutes, or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The parties shall not have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein.

ARTICLE SEVENTEEN: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the Municipality with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the County and the Municipality with respect to the subject matter hereof. The headings of articles, paragraphs and section in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

ARTICLE EIGHTEEN: TERMINATION

Either Party may terminate this Agreement, for any reason or for no reason, by providing at least ninety (90) calendar days written notice of its intent to terminate to the other Party. The effective date of termination shall be the date written in the notice of termination. Notice of said termination shall be forwarded to both the Cook County Board of Commissioners and the Municipality's Board of Commissioners or appropriate governing body.

ARTICLE NINETEEN: AUTHORITY

Each of the Parties hereto represents and warrants to the other party that it has the authority to enter into this Agreement and perform its responsibilities and obligations hereunder and that it has taken all actions, official or otherwise, necessary to approve the execution of this Agreement and to implement the terms of this Agreement as applicable to such party.

ARTICLE TWENTY: INTERPRETATION

For the purpose of construing this Agreement, unless the context otherwise requires: i) words in the singular shall be deemed to include words in the plural, and vice versa; ii) a reference to the County includes the County's officers, commissioners, employees, attorneys, agents and assigns; and iii) a reference to the Municipality includes its officers, members, employees, attorneys, agents and assigns.

ARTICLE TWENTY-ONE: SEVERABILITY

In the event that any provision(s) of this Agreement is determined to be legally invalid, the Parties agree that such particular provision shall be null and void, but the remainder of this Agreement shall remain in full force and effect.

ARTICLE TWENTY-TWO: GOVERNMENTAL IMMUNITY

Notwithstanding anything to the contrary set forth elsewhere in this Agreement, 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 Agreement or performance hereunder.

ARTICLE TWENTY-THREE: NOTICES

All notices given under this Agreement shall be in writing and shall be served during regular business hours. Notices shall be served at the following addresses:

To the County:
Cook County Board President

Cook County Board of Commissioners
118 N. Clark Street, Room 537
Chicago, IL 60602

With a copy to:
Cook County Department of Zoning and Building
Attention: Commissioner
69 West Washington Street, Suite 2830
Chicago, IL 60602

To the Municipality:

Village of Sauk Village
21801 Torrence Ave
Sauk Village, IL 60411
Attn: Village Mayor

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Intergovernmental Agreement on the dates hereafter set forth below.

COOK COUNTY EXECUTION: 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:

Tony Preckwinkle
President, Cook County Board of Commissioners

Dated: _____

ATTEST:

David Orr
Cook County Clerk

Dated: _____

MUNICIPALITY EXECUTION: The undersigned, on behalf of the Village of Sauk Village, an Illinois municipal corporation, hereby accepts the foregoing Intergovernmental Agreement:

Dated: _____

ATTEST:

Village Clerk, Village of Sauk Village

Dated: _____

Approved as to form:

Assistant State's Attorney