



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Text

File #: 14-5159, **Version:** 1

PROPOSED INTERGOVERNMENTAL AGREEMENT

Department: Building and Zoning

Other Part(ies): Village of Worth

Request: Authorization to enter into and execute an Intergovernmental Agreement with respect to the Cook County Vacant Building Ordinance between Cook County and the Village of Worth

Goods or Services: Inspection Services

Agreement Number(s): N/A

Agreement Period: Two (2) years from the date of execution

Fiscal Impact: Revenue Generating

Accounts: N/A

Summary: In accordance with the Cook County Code provisions regulating the registration and maintenance of vacant buildings and as a result of efforts undertaken by the Department of Building and Zoning, the Bureau of economic Development, the Department of Administrative Hearings, and representatives of the Village of Worth, authorization is hereby requested for the President to enter into and execute an Intergovernmental Agreement between Cook County (“County”) and the Village of Worth, Illinois (“Worth”).

Per Article VII, Section 10 of the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable law, units of local government are permitted to cooperate with and support each other in exercise of their authority and the performance of their responsibilities. In addition, per County’s Vacant Building Code provisions Worth wishes to document its position as a “participating municipality” as authorized under the County’s Vacant Building Code.

The purpose of this Intergovernmental Agreement (“Agreement”) is to authorize the collaboration and cooperation between the County and Worth to enforce Cook County’s Vacant Building Code provisions within the borders of Worth and to document and set forth the obligations of each party to the Agreement. Per the agreement, 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 use its own employees to determine whether buildings within the Municipality are vacant and unregistered.
3. The Municipality shall provide a copy of the Notice of Violations 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.

4. 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.

5. 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.

As a result of Worth's agreement, the County shall be authorized to pay Worth fifty percent (50%) of the registration fee for all vacant building registrations in incorporated Worth and fifty percent (50%) of all fines and penalties that the County collects from any and all enforcement actions of vacant building violations within Worth's borders.

The term of the Agreement shall be for two (2) years unless otherwise extended and the Agreement may be terminated by either party upon ninety (90) days written notice.

This Intergovernmental Agreement has been reviewed and approved as to form by the Cook County State's Attorney's Office.