Village Board Agenda Memo

Date: November 24, 2026
To: Village President & Board of Trustees
From: Jose Nieto, Director of Building and Inspectional Services
Julia Cedillo, Village Manager
RE: Cook County Health Inspections

PURPOSE

Staff seeks approval for renewing an agreement with Cook County, to allow the Cook County Department of Public Health to continue conducting food establishment inspections within the Village.

GENERAL BACKGROUND

Our current Intergovernmental Agreement with Cook County expires on November 30th, 2026. The Cook County Department of Public Health has provided health inspection services to the Village of La Grange Park since April of 2001, and the system overall has continued to work very well.

Once again, the overall content of the new agreement would remain unchanged, including the fees charged for inspections. The current fee is set at $100.00 per inspection, and was implemented in 2014. As a reminder, the Village invoices the individual facilities for the required inspections, and for any needed follow-up inspections.

STAFF RECOMMENDATION

Staff recommends entering into another contract with the Cook County for health inspectional services, effective December 1st, 2026 through November 30th, 2027.

ACTION REQUESTED

This item is for discussion and action.

Motion: To Approve A Resolution Authorizing the Approval and Execution of an Intergovernmental Agreement Between the Village of La Grange Park and the County of Cook for Environmental Health Inspection Services (Term: December 1st, 2026 through November 30th, 2027).

DOCUMENTATION

- Copy of the proposed Intergovernmental Agreement
- Copy of Resolution Approving Intergovernmental Agreement

RESOLUTION NO. 26-71

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE PARK AND THE COUNTY OF COOK FOR ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES (Term: December 1, 2026 through November 30, 2027)

WHEREAS, the Village of La Grange Park ("Village") desires to enter into an Intergovernmental Agreement with the County of Cook, Illinois ("Cook County") relative to the Cook County's Department of Public Health ("CCDPH") performance of health and sanitation inspections within all business involved in the sale of food products in the Village (the "Services") for the term of December 1, 2026 through November 30, 2027, 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 of $100.00 per inspection; and

WHEREAS, CCDPH has performed the Services for the Village in the past, performs these Services for a number of Cook County communities, and is qualified and staffed to undertake this role for the Village. Cook County desires to enter into the attached Intergovernmental Agreement with the Village, which obligates Cook County to perform the Services, subject to the payment terms and conditions contained in the Intergovernmental Agreement; and

WHEREAS, at an open public meeting held on November 25, 2026, the President and Board of Trustees of the Village of La Grange Park reviewed and discussed the Intergovernmental Agreement and received input from the Village staff and provided an opportunity for public input on the matter. At its November 25, 2025 meeting, the President and Board of Trustees accepted the Village staff's recommendation to approve and enter into the Intergovernmental Agreement; and

WHEREAS, in accordance with the authority set forth in Section 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/11-1-2.1), Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970, and Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5), the President and Board of Trustees of the Village of La Grange Park find that it is protective of the health, welfare and safety of and in the best interests of the Village of La Grange Park, its residents, property owners, local businesses and the public to authorize the approval and execution of the Intergovernmental Agreement for environmental health inspectional services.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. 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: Approval and Execution of Intergovernmental Agreement and Other Related Documents and Approval of Expenses. The President and Board of Trustees of the Village of La Grange Park approve and authorize the execution of the Intergovernmental Agreement, in substantially the version attached hereto as **Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees further authorize and direct the Village Manager or the Village Finance Director, or their designees, to pay all

budgeted and appropriated costs that are necessary to fulfill the Village's obligations under the Intergovernmental Agreement.

SECTION 3: Compliance with the Intergovernmental Agreement and Delivery of Signed Documents. The President and Board of Trustees of the Village of La Grange Park further authorize and direct the Village Manager, or their designee, to take all necessary actions to comply with the Village's obligations under the attached Intergovernmental Agreement.

SECTION 4: Delivery of Intergovernmental Agreement. Upon approval of this Resolution and the Intergovernmental Agreement, the President and Board of Trustees of the Village authorize and direct that the Village Clerk, the Village Manager or the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including this Resolution and the attached Intergovernmental Agreement, to all parties that are entitled to receive such documents in order to comply with the terms of the Intergovernmental Agreement and for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 24th day of November, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED by the Village President on this 24th day of November, 2026, and attested by the Village Clerk on the same date.

_____
Dr. James L. Discipio, Village President

ATTEST:

_____
Meghan M. Kooi, Village Clerk

APPROVED AS TO FORM BY: Village Attorney Michael T. Jurusik on November 24, 2026.

Exhibit "A"

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES

Between the Village of La Grange Park
and the County of Cook, Illinois

Term: December 1, 2026 through November 30, 2027

(attached)

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES

This **AGREEMENT** entered into as of December 1, 2026 by and between the Village of La Grange Park, 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** is a home rule unit as provided in the 1970 Illinois Constitution (Art. VII, Sec. 6); and

WHEREAS, the **VILLAGE** is a municipality deriving its authority as provided in the Illinois Compiled Statutes (65 ILCS 5); 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, 2026 and shall continue through November 30, 2027 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, 10220 S. 76th Avenue, Room 250, Bridgeview, IL 60455; or the Village Manager, Village of La Grange Park, 447 N. Catherine, La Grange Park, Illinois 60526.

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 LAGRANGE PARK
a municipal corporation

By: _____

Village President

ATTEST:

By: _____

Village Clerk

Dated: _____

COUNTY OF COOK
a body corporate and politic

By: _____

Chief Operating Officer (COO)

Dated: _____

By: _____

Chief Executive Officer (CEO)

Dated: _____

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Meghan M. Kooi, Village Clerk of the Village of La Grange Park, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 26-71

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE PARK AND THE COUNTY OF COOK FOR ENVIRONMENTAL HEALTH INSPECTIONAL SERVICES (Term: December 1, 2026 through November 30, 2027)

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of La Grange Park at a Regular Village Board Meeting on the 24th day of November, 2026, at which meeting a quorum was present, and approved by the President of the Village of La Grange Park on the 24th day of November, 2026.

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

AYES: _____

NAYS: _____

ABSENT: _____

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 La Grange Park, this 24th day of November, 2026.

_____
Meghan M. Kooi, Village Clerk