

**DRAFT Memorandum of Understanding
Between
The Village of Orland Park, Illinois
And
The Village of Tinley Park, Illinois**

This Memorandum of Understanding ("MOU") is entered into as of this ____ day of _____, 2020, by and between THE VILLAGE OF TINLEY PARK, ("Tinley Park"), an Illinois municipal corporation and home rule unit, and THE VILLAGE OF ORLAND PARK ("Orland Park"), an Illinois municipal corporation and home rule unit. Tinley Park and Orland Park are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties".

WHEREAS, the Village of Orland Park conducts building, plumbing mechanical and electrical inspections of commercial and residential buildings under their jurisdiction to ensure compliance of applicable codes and ordinances; and

WHEREAS, the Village of Tinley Park conducts building, plumbing, mechanical and electrical inspections of commercial and residential buildings under their jurisdiction to ensure compliance of applicable codes and ordinances; and

WHEREAS, the Village of Orland Park conducts health inspections of commercial food service establishments under their jurisdiction to ensure compliance of applicable codes and ordinances; and

WHEREAS, the Village of Tinley Park conducts health inspections of commercial food service establishments under their jurisdiction to ensure compliance of applicable codes and ordinances; and

WHEREAS, the Parties agree that the continuous operation of building and health inspections are an essential function of municipal government; and

WHEREAS, as a result of the ongoing COVID-19 public health emergency, the Parties have determined that efforts to ensure continuity of inspection services in the building, plumbing, electrical, and health trades were required; and

WHEREAS, as a result of discussions between the Parties regarding continuity of inspection services, this MOU was deemed necessary to provide the Parties with assurances that necessary building and health inspections would continue despite potential personnel disruptions; and

WHEREAS, the Parties, by virtue of their powers as a home-rule units of government as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois, are authorized to enter into this MOU; and

NOW, THEREFORE, in consideration of the promises herein contained, the Parties agree as follows:

1. **Recitals.** Each of the foregoing recitals and findings are hereby made a part of this MOU and are incorporated by reference as if set forth verbatim herein.
2. **Backup Inspection Plan.** The Parties agree that inspection services including building, plumbing, mechanical, electrical, and health may be mutually utilized by the Parties in the event the primary inspector from one of the Parties is unavailable to perform said inspection. The Parties further agree to develop a plan detailing shared inspection personnel and resources. The Parties acknowledge that there may only be one inspector of a particular trade with the appropriate training and licensing as required to perform inspections of a certain type, and commit to incorporating a method for requesting specific inspection resources or personnel.
3. **Responsibilities of the Parties.** The Parties agree that they shall be responsible for the following:
 - a. Every effort by the Party having jurisdiction over the relevant property should be made to satisfy the need of an inspection before calling upon the mutual aid of the other Party in accordance with their own policies, procedures, and collective bargaining agreements, where applicable.
 - b. Health Inspections shall be limited to: (i) emergency callouts in the event of a fire, electrical outage, or any other imminent health hazard; and (2) temporary food events when the primary health inspector for the Party having jurisdiction is unavailable due to a preplanned vacation or unexpected illness.
 - c. Building, plumbing, mechanical, and electrical inspections will be limited to: (i) emergency situations; and (ii) the absence of a licensed inspector due to preplanned vacation or unexpected illness.
 - d. Each Party shall be responsible for final approval of all inspections occurring within their jurisdiction, regardless of who performs the inspection.
 - e. Each Party shall be responsible for providing the relevant code sections to the inspectors, regardless of who performs the inspection.
4. **Law Governing.** The laws of the State of Illinois shall govern the terms of this MOU both as to interpretation and performance.
5. **Notices.** All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

If to Tinley Park: Village Manger
Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

If to Orland Park: Village Manger
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

6. **Counterparts.** This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a .pdf file or facsimile shall be treated as originals.

7. **Entire Agreement.** This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and any modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

Agreed to:

Village of Tinley Park,
an Illinois municipal corporation

Village of Orland Park,
an Illinois municipal corporation

By: _____
Jacob C. Vandenberg
Its: President

By: _____
Keith Pekau
Its: President

Attest: _____
Kristin A. Thirion
Its: Village Clerk

By: _____
John C. Mehalek
Its: Village Clerk