

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK,
ILLINOIS, AND THE ORLAND FIRE PROTECTION DISTRICT, ORLAND PARK,
ILLINOIS, FOR PROVIDING FOR RESPONSIBILITY FOR BUILDING AND FIRE
PREVENTION CODES INSPECTION AND ENFORCEMENT**

This Agreement is made and entered into this 28th day of May 2024, between the Village of Orland Park, Illinois, a home rule municipal corporation, hereinafter referred to as "Village" and the Orland Fire Protection District, Orland Park, Illinois; a District organized under the Illinois Fire Protection District Act, hereinafter referred to as the "District."

WHEREAS, the parties hereto are units of local government and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local governments to contract or otherwise associate among themselves in any matter not prohibited by law or ordinance; and

WHEREAS, the Village has adopted a Village Code which includes Building and Fire Codes; and

WHEREAS, the Village and the District entered into an Agreement dated April 20, 2009 ("Appendix A"), which superseded a similar agreement dated June 3, 1996 ("Appendix B") which sets forth the responsibility of the District with regard to building and fire prevention code inspection and enforcement and the Parties desire to continue this arrangement while updating and superseding the 2009 Agreement with this instant Agreement; and

WHEREAS, the Village operates an administrative adjudication system ("Village System") through which an administrative hearing officer ("Hearing Officer") conducts administrative hearings to adjudicate certain violations of the Orland Park Village Code pursuant to Title 1, Chapter 14 of the Orland Park Village Code; and

WHEREAS, the operation of the Village System is authorized by Division 1-2.1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 et seq., Division 11-31.1 of the Illinois Municipal Code, 65 ILCS 5/11-31.1-1 et seq., and other provisions of the Illinois Municipal Code (collectively, the "Requirements of Law"); and

WHEREAS, pursuant to the Village System, and in accordance with the Requirements of Law, at

the conclusion of an administrative hearing, a Hearing Officer makes a determination and issues a written ruling on the basis of the evidence presented at the hearing as to whether or not a code violation exists and the fee/fine to be collected related to same; and

WHEREAS, the Village and the District entered into an Agreement dated July 19, 2021 (“Appendix C”), which sets forth the District’s ability to utilize the Village’s administrative adjudication system and the parties wish to continue this arrangement while updating with this instant Agreement; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Act 220, Section 1, et. seq., entitled the “Intergovernmental Cooperation Act,” provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, after full consideration of all intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens and of the general public welfare that the Parties execute and implement this Agreement; and

WHEREAS, the parties have each approved or ratified this Agreement by an ordinance or resolution duly adopted by the Party’s corporate authorities;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed by and between the parties as follows:

SECTION 1

The preamble hereto shall be and hereby constitutes a part of this Agreement.

SECTION 2

This Agreement is made pursuant to the above-cited provisions of the Illinois Constitution and the laws of the State of Illinois.

SECTION 3

The parties make this Agreement for the purpose of setting forth the relationship between them regarding the conduct of fire prevention inspections and fire code violation adjudications.

SECTION 4

With respect to the inspection of proposed new construction of any commercial, industrial, or multi-family structure which may require fire detection and or fire suppression equipment as all or part of the fire suppression system for such structure within the Village, the District shall complete the required fire prevention inspections as describe in Section 4 of this agreement for compliance with the Orland Park Village Code ("Village Code"). The District may also review and coordinate comments for new subdivision plans for future development projects within the Village limit. The subdivision review features include street width, water access and supply, to assure compliance with the applicable provisions of the Village Code through the Development Services Department.

The Village or designated personnel shall review all Architectural, Fire Detection and Suppression plans for conformance with Fire and Village Codes. Fire inspections shall be performed by the District and shall conform to the approved permit plans. The Village will submit copies of all architectural, building and subdivision plans received for construction to the District for review of design features for comments including street width, water access and supply, to assure compliance with the applicable provision of the Village Code. Preliminary subdivision design comments must be submitted to the Village for evaluation within a reasonable time period.

SECTION 5

The District, by its qualified fire prevention inspectors, shall be responsible for the fire related inspection of all new and existing commercial and industrial structures, as well as annual inspections of the common areas of all multi-family structures for violations of the Village's Code.

In the event any such inspection discloses violations of the Village Code, the District shall notify the building owner or occupant of the same in writing. If violations cause a serious threat to life and/or safety, the District and the Village shall have the discretion to take any enforcement

action deemed necessary, including but not limited to an accelerated inspection and/or citation schedule. Within 15 days of the first inspection, the fire prevention inspectors shall conduct a reinspection of the premises to ensure that any noted violations have been corrected. Should the violations not be corrected at the first reinspection, the fire prevention inspectors shall conduct a final reinspection within 15 days of the first reinspection. A fee of \$25 should be charged for the final reinspection, which shall be billed to the property owner directly by the District and collected by the District. If the noted violations are not corrected by the date of the final inspection, the District, shall refer the non-compliance to the Code Enforcement Division of the Village for Code violations, as deemed necessary and appropriate. The District shall cooperate in such enforcement actions, including providing the testimony of its inspectors, but the expense of such enforcement and prosecution shall be borne by the Village.

SECTION 6

To ensure compliance with the aforementioned Village Code, the Village and the District shall, by their qualified building and fire prevention inspectors, jointly perform final inspections of all newly constructed commercial and industrial structures as well as the annual Village Building License inspections. Any apparent non-compliance with such Village Code shall be promptly reported and enforcement action taken as provided in Section 4, above. Nothing in this Agreement shall limit the right of the Village to prohibit occupancy of any structure due to a Code violation(s).

SECTION 7

The parties shall cooperate to share information with each other with regard to violations of the Municipal Code, including the Fire Code, as well as their inspection and enforcement activities.

SECTION 8

In consideration of the fire inspections and related services provided to the Village by the District pursuant to this Agreement, the Village agrees to the following:

- a. From the date of the execution of this Agreement, the Village will pay the District, on a monthly basis, a sum equivalent to fifty percent (50%) of the dollar amount the Village collects through the VILLAGE SYSTEM resulting from fire code violations issued by the Village at which a District representative is either present or initiates the reported violation.
- b. From the date of the execution of this Agreement, the Village will pay the District, on a monthly basis, a sum equivalent to twenty-five percent (25%) of the dollar amount the Village collects through the VILLAGE SYSTEM resulting from violations issued by the Village at which a District representative is present.
- c. The foregoing monthly payment will be calculated in cooperation by the Village and the District upon review of the monthly municipal violation docket and will be remitted to the District on a monthly basis upon collection of the sums outlined in Sections (a) and (b) above, billed and payable according to the terms of the Illinois Local Government Prompt Payment Act. The remittance shall include an itemization of the fines collected.
- d. The District shall not be required to remit to the Village any proportion of fees or fines collectable by the District as a result of its utilization of the Village's adjudication system or debt collection process. In the event the Village fails to pay any delinquent amount to the District in full as required herein, this Agreement may be cancelled or otherwise terminated by the District in writing after first providing 30 days' notice and an opportunity to the Village to cure within said 30-day period by payment of all delinquent amounts and penalties.

SECTION 9

The parties shall adjudicate Violations by and through procedures that are consistent with

the terms of this Agreement and which comply with the Requirements of Law (the “Operating Procedures”). The Operating Procedures, as may be amended from time to time, shall be deemed incorporated into this Agreement without further notice upon their written approval by both the Chief of the District and the Orland Park Village Manager or their respective designees, provided that if any conflict exists between the Operating Procedures and this Agreement, the terms and provisions of this Agreement shall control.

Administrative hearings and adjudications to be processed through the Village’s system shall normally proceed at regular intervals on a date and time to be determined by the Village. The Village shall provide District at least fourteen (14) days’ notice of any change in a scheduled administrative hearing date. Such Adjudication Services under this Agreement shall be held at the Orland Park Civic Center, 14750 S Ravinia Ave, Orland Park, IL 60462, unless otherwise designated by the Village. The Adjudication Services from the Village to be provided to District pursuant to the Operating Procedures and this Agreement shall include adjudication facilities, clerical services, debt collection services, receipt and processing of all fines, and such other services, at the same or substantially similar standard and process as the Village employs for its own adjudications. District’s responsibilities shall include the decision to adjudicate any Violation; the preparation and issuance of Violation notices; the provision of authorized representatives necessary to prosecute the case before the Hearing Officer; and the decision and duty to prosecute and/or defend any appeal(s) of a judgment of the Hearing Officer. If the Orland Park Village Board considers any amendments to the Orland Park Village Code that concern or otherwise relate to the authorization for, or operation of, the Orland Park adjudication system, the Village agrees to provide District with at least thirty (30) days’ advance written notice of any such proposed amendments prior to their adoption.

SECTION 10

This Agreement shall remain in full force and effect from the date hereof until it is

terminated as provided for in this Section. Either party may terminate this Agreement upon delivery of a written notice to the other party at least 30 days before the intended termination date, which must coincide with the end of a calendar month. Such notice shall be either delivered via email or sent by certified mail, return receipt requested.

SECTION 11

Each party (the “Indemnifying Party”) hereby agrees, at its sole cost and expense, to unconditionally indemnify and defend, the other party and/or its officials, trustees, collectively or individually, officers, members, employees and agents against any loss, liability, damage, whether direct or consequential, expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys’ and experts’ fees and disbursements and court costs (collectively, the “Liabilities”), for any actions taken or failures to act by the Indemnifying Party relating in any way to or otherwise arising out of this Agreement to the extent that such claims were not caused by actions, or failures to act, of the Indemnified Party.

The Indemnifying Party shall assume the expense of defending all suits, claims, proceedings, and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. In the event that either party is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Agreement, each party shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by the Indemnifying Party pursuant to the indemnification provisions herein. The Indemnifying Party shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, the indemnified party, at their sole discretion, may

proceed to file suit against the Indemnifying Party to compel such payment. Each party also agrees that it will not settle or compromise any action, suit or proceeding without the other party's prior written consent, which consent shall not be unreasonably withheld.

SECTION 12

This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

SECTION 13

Any notice required by this Agreement shall be in writing, shall be properly addressed, and shall be emailed or sent via certified mail, return receipt requested, proper postage prepaid. If sent via certified mail, service of such written notice shall be considered to have occurred upon deposit of said properly addressed written notice with the United States Postal Service.

Said notice shall be served upon the District at the following address:

*Orland Fire Protection District
Attn: Fire Chief
9790 West 15131 Street
Orland Park, Illinois 60462*

Said notice shall be served upon the Village at the following address:

*Village of Orland Park, Illinois
Attn: Village Manager
14700 S. Ravinia Avenue
Orland Park, IL 60462*

SECTION 14

The Village and the District hereby agree that any disputes between them relating in any way to or otherwise arising out of this Agreement shall be governed by the laws of the State of Illinois and shall be adjudicated, if necessary, in the Circuit Court of Cook County, Illinois.

SECTION 15

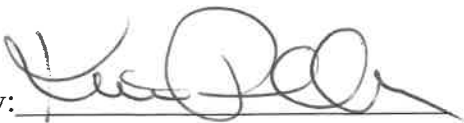
This Agreement represents the entire Agreement between the Village and the District and supersedes all prior negotiations, agreements, resolutions, motions, or parts of agreements. Resolutions or motions in conflict with any portion of this Agreement are hereby repealed. This Agreement and any amendments, changes, modifications, or additions hereto shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, partners and/or legal representatives of the Village and the District. This Agreement may be executed in two (2) counterparts each of which shall be deemed an original but both of which shall constitute one and the same agreement.

SECTION 16

In the event that any section, paragraph, or provision of this Agreement is invalid or unenforceable for any reason, the invalid or unenforceable section paragraph or provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority vested in each according to law and pursuant to duly enacted ordinances or resolutions of their corporate authorities respectively, have hereunto caused this Agreement to be signed by its duly authorized Officers and the corporate seals to be properly affixed thereto.

Village of Orland Park, Illinois

By: 

Title: Village President


Attest: 

Title: Village Clerk

Orland Fire Protection District

By: 

Title: Board President

Attest: 

Title: Board Secretary

Appendix A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND
PARK, ILLINOIS, AND THE ORLAND FIRE PROTECTION DISTRICT, ORLAND
PARK, ILLINOIS, PROVIDING FOR RESPONSIBILITY FOR BUILDING AND
FIRE PREVENTION CODES INSPECTION AND ENFORCEMENT**

This Agreement is made and entered into this 20th day of April, 2009, between the Village of Orland Park, Illinois, a home rule municipal corporation, hereinafter referred to as "Village" and the Orland Fire Protection District, Orland Park, Illinois, a District organized under "An Act in relation to fire protection districts" hereinafter referred to as the "District."

WHEREAS, the parties hereto are units of local government and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local governments to contract or otherwise associate among themselves in any matter not prohibited by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Act 220, Section 1, et seq., entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, the Village has adopted a Village Code which includes Building and Fire Codes; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed by and between the parties as follows:

SECTION 1

The preamble hereto shall be and hereby constitutes a part of this Agreement.

SECTION 2

This Agreement is made pursuant to the above-cited provisions of the Illinois Constitution and the laws of the State of Illinois.

SECTION 3

With respect to the inspection of proposed new construction of any commercial, industrial or multi-family structure which may require fire detection and or fire suppression equipment as all or part of the fire suppression system for such structure within the Village, the District shall complete the required fire prevention inspections as describe in Section 4 of this agreement for compliance with the Orland Park Village Code ("Village Code"). The District may also review and coordinate comments for new subdivision plans of future development projects within the Village limits. The subdivision review features includes: street width, water

access and supply, to assure compliance with the applicable provisions of the Village Code through the Development Services Department.

The Village or designated personnel shall review all Architectural, Fire Detection and Suppression plans for conformance with Fire and Village Codes. Fire inspections shall be performed by the Fire District and shall conform to the approved permit plans. The Village will submit copies of all architectural, building and subdivision plans received for construction to the Fire District for review of design features for comments including: Street width, water access and supply, to assure compliance with the applicable provision of the Village Code. Preliminary subdivision design comments must be submitted to the Village for evaluation within a reasonable time period.

The Committee shall review this Section for revision on an annual basis as established in Section 6.

SECTION 4

The District, by its qualified fire prevention inspectors, shall be responsible for the fire related inspection of all new and existing commercial and industrial structures, as well as annual inspections of the common areas of all multi-family structures for violations of the Village's Code. In the event any such inspection shall disclose violations of the Village Code, the Orland Fire Protection District shall notify the building owner or occupant of the same in writing. Within 15 days of the first inspection, the fire prevention inspectors shall conduct a reinspection of the premises to ensure that any noted violations have been corrected. Should the violations not be corrected at the first reinspection, the fire prevention inspectors shall conduct a final reinspection within 15 days of the first reinspection. A fee shall be charged for the final reinspection. Said fee may be paid by money order or check payable to the Orland Fire Protection District. If the noted violations are not corrected by the date of the final inspection, the Village shall, with the cooperation of the District, institute enforcement action, including prosecution for Code violations, as deemed necessary and appropriate. Prior to the initiation of enforcement action by issuance of a Code violation complaint and summons returnable in the Circuit Court of Cook County, the building owner or occupant may elect to seek a variation from the applicable requirements of the Code or Ordinance in the form and manner provided in Section 6 hereof. Should the applied-for variance be denied, the building owner or occupant must immediately correct the violation(s) and, failure to do so will result in the institution of enforcement action by the Village. The District shall cooperate in such enforcement actions, including providing the testimony of its inspectors, but the expense of such enforcement and prosecution shall be borne by the Village.

SECTION 5

To ensure compliance with the aforementioned Village Code, the Village and the District shall, by their qualified building and fire prevention inspectors, jointly perform final inspections of all newly constructed commercial and industrial structures as well as the annual Village Building License inspections. Any apparent non-compliance with such Village Code shall be promptly reported and enforcement action taken as provided in Section 4, above. Nothing in this

Agreement shall limit the right of the Village to prohibit occupancy of any structure due to a Code violation(s).

SECTION 6

A joint review committee (the "Committee") shall be established to make recommendations to the Village regarding amendments to the Village Code. The Committee chairperson shall be a Village Trustee appointed by the Village President. The Village Development Services Department and the District Fire Prevention Bureau shall each have two (2) members on the Committee. The Committee shall meet and review the Village Code and submit to the Village a written report, not less frequently than annually, making recommendations for amendments to the Village Code. In addition, the Committee shall consider applications for variations from the provisions of the Village Code and shall hear and consider such evidence and testimony as it deems appropriate in support of or in opposition to such variation applications. Such hearing shall be conducted in the manner and after such notice as is prescribed the Village Code. Hearing on any application for variation shall be commenced by the Committee within 45 days after the application has been submitted and the Committee's recommendations thereon shall be submitted to the corporate authorities of the Village within 10 days of completion of such hearing. The corporate authorities of the Village shall then act upon the Committee's recommendations within 45 days of their submittal by the Committee.

SECTION 7

In December of each year this Intergovernmental Agreement is in effect, the Village's President, Manager and legal counsel shall meet with the District's President, Chief and legal counsel to review the operation, of this Intergovernmental Agreement and to make recommendations to the respective corporate authorities of the Village and District as to any amendments to or practice under this Agreement.

SECTION 8

This Agreement shall remain in full force and effect from the date hereof until it is terminated as provided for in this Section. Either party may terminate this Agreement upon delivery of a written notice to the other party at least 30 days before the intended termination date, which must coincide with the end of a calendar month. Such notice shall be either personally delivered or sent by certified mail, return receipt requested.

SECTION 9

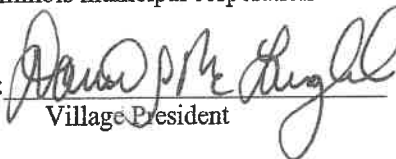
This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

SECTION 10

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. In the event it is determined that this Agreement is inconsistent or in

conflict with any resolution or ordinance of either the parties, such resolution(s) or ordinance(s) shall be repealed or amended, as the case may be, to conform with the provisions of this Agreement.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: 
Village President

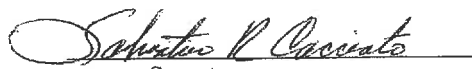
Attest:


Village Clerk

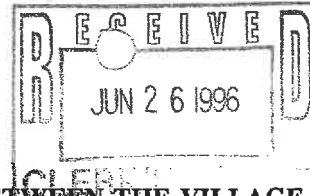
ORLAND FIRE PROTECTION DISTRICT

By: 
President

Attest:


Secretary

Appendix B



INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK, ILLINOIS, AND THE ORLAND FIRE PROTECTION DISTRICT, ORLAND PARK, ILLINOIS, PROVIDING FOR RESPONSIBILITY FOR BUILDING AND FIRE PREVENTION CODES INSPECTION AND ENFORCEMENT

This Agreement is made and entered into this 3rd day of June, 1996, between the Village of Orland Park, Illinois, a home rule municipal corporation, hereinafter referred to as "Village" and the Orland Fire Protection District, Orland Park, Illinois, a District organized under "An Act in relation to fire protection districts" hereinafter referred to as the "District."

WHEREAS, the parties hereto are units of local government and the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local governments to contract or otherwise associate among themselves in any matter not prohibited by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Act 220, Section 1, et seq., entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with another unit of local government; and

WHEREAS, the Village has adopted the Building Officials and Code Administrators (BOCA) International, Inc. Building Code (1993 ed.), Property Maintenance Code (1990 ed.), Fire Prevention Code (1990 ed.), the Illinois State Plumbing Code, and the National Fire Protection Association National Electric Code (1993 ed.).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed by and between the parties as follows:

SECTION 1

The preamble hereto shall be and hereby constitutes a part of this Agreement.

SECTION 2

This Agreement is made pursuant to the above-cited provisions of the Illinois Constitution and the laws of the State of Illinois.

SECTION 3

With respect to: (1) proposed new construction of any commercial, industrial or multi-family structure which may require fire detection/suppression devices as all or a part of the fire suppression system for such structure, and (2) new subdivisions, the District shall, in coordination with the Village Building Department, review all plans for fire detection/suppression devices for such structures and review the subdivision features, including

street width, water access and supply, to assure compliance with the applicable provisions of the above-referenced Fire Prevention and Building Codes, as well as Village Ordinance Number 1524, including any future amendments to such Codes and Ordinances. The Village shall calculate, collect and retain all plan review fees as established in Village Ordinance 1524, as amended from time to time, provided, however, the Village will remit to the District those fees collected for fire detection/suppression plan review on a quarterly basis. For and in consideration of the cost of administration, the Village shall collect and retain \$20.00 per review. The fee schedules found in said Ordinance 1524, as amended, as well as the administrative fee, shall be reviewed on an annual basis by the Committee established in Section 6.

SECTION 4

The District, by its qualified fire prevention inspectors, shall be responsible for the fire related inspection of all new and existing commercial and industrial structures, as well as annual inspections of the common areas of all existing multi-family structures for violations of the Village's Fire Prevention Code. In the event any such inspection shall disclose violations of the Fire Prevention Code of the Village, the Orland Fire Protection District shall notify the building owner or occupant in writing, said notice to be in substantially the form as attached hereto as Exhibit A, which is the Village's customary "Notice to Comply" form. Within 15 days of the first inspection, the fire prevention inspectors shall conduct a reinspection of the premises to ensure that any noted violations have been corrected. Should the violations not be corrected at the first reinspection, the fire prevention inspectors shall conduct a final reinspection within 15 days of the first reinspection. A twenty-five (\$25.00) dollar fee shall be charged for the final reinspection. Said fee may be paid by money order or check payable to the Orland Fire Protection District. If the noted violations are not corrected by the date of the final inspection, the Village shall, with the cooperation of the District, institute enforcement action, including prosecution for Code violations, as deemed necessary and appropriate. Prior to the initiation of enforcement action by issuance of a Code violation complaint and summons returnable in the Circuit Court of Cook County, the building owner or occupant may elect to seek a variation from the applicable requirements of the Code or Ordinance in the form and manner provided in Section 6 hereof. Should the applied-for variance be denied, the building owner or occupant must immediately correct the violation(s) and, failure to do so will result in the institution of enforcement action by the Village. The District shall cooperate in such enforcement actions, including providing the testimony of its inspectors, but the expense of such enforcement and prosecution shall be borne by the Village.

SECTION 5

To ensure compliance with the aforementioned Codes, the Village and the District shall, by their qualified building and fire prevention inspectors, jointly perform final inspections of all newly constructed commercial and industrial structures as well as the annual Village Business License inspections. Any apparent non-compliance with such Codes shall be promptly reported

and enforcement action taken as provided in Section 4, above. Nothing in this Agreement shall limit the right of the Village to prohibit occupancy of any structure due to a Code violation(s).

SECTION 6

A joint review committee (the "Committee") shall be established to make recommendations to the Village regarding amendments to the Fire Prevention Code. The Committee chairperson shall be a Village Trustee appointed by the Village President. The Village Building Department and the District Fire Prevention Bureau shall each have two (2) members on the Committee. The Committee shall meet and review the Fire Prevention Code and submit to the Village a written report, not less frequently than annually, making recommendations for amendments to the Fire Prevention Code. In addition, the Committee shall consider applications for variations from the provisions of the Fire Prevention Code and shall hear and consider such evidence and testimony as it deems appropriate in support of or in opposition to such variation applications. Such hearing shall be conducted in the manner and after such notice as is prescribed by the Fire Prevention Code. Hearing on any application for variation shall be commenced by the Committee within 45 days after the application has been submitted and the Committee's recommendations thereon shall be submitted to the corporate authorities of the Village within 10 days of completion of such hearing. The corporate authorities of the Village shall then act upon the Committee's recommendations within 45 days of their submittal by the Committee.

SECTION 7

In December of each year this Intergovernmental Agreement is in effect, the Village's President, Manager and legal counsel shall meet with the District's President, Chief and legal counsel to review the operation of this Intergovernmental Agreement and to make recommendations to the respective corporate authorities of the Village and District as to any amendments to or practice under this Agreement.

SECTION 8

This Agreement shall remain in full force and effect from the date hereof until it is terminated as provided for in this Section. Either party may terminate this Agreement upon delivery of a written notice to the other party at least 30 days before the intended termination date, which must coincide with the end of a calendar month. Such notice shall be either personally delivered or sent by certified mail, return receipt requested.

SECTION 9

This Agreement shall only be amended by a written instrument approved and signed by all parties hereto. Such amendment shall take effect immediately upon its execution.

SECTION 10

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. In the event it is determined that this Agreement is inconsistent or in conflict with any resolution or ordinance of either the parties, such resolution(s) or ordinance(s) shall be repealed or amended, as the case may be, to conform with the provisions of this Agreement.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: 
Village President

Attest:


Village Clerk

ORLAND FIRE PROTECTION DISTRICT

By: 
President

Attest:


Secretary

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Appendix C

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND THE ORLAND FIRE PROTECTION DISTRICT CONCERNING ADMINISTRATIVE ADJUDICATION

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into as of the 19 day of July, 2021 ("**Execution Date**"), by and between the **VILLAGE OF ORLAND PARK**, an Illinois home rule municipal corporation ("**Orland Park**") and the **ORLAND FIRE PROTECTION DISTRICT**, an Illinois municipal corporation ("**Orland Fire**") (each a "**Party**" and collectively, the "**Parties**").

WITNESSETH:

WHEREAS, Orland Park operates an administrative adjudication system ("**Orland Park System**") through which an administrative hearing officer ("**Hearing Officer**") conducts administrative hearings to adjudicate certain violations of the Orland Park Village Code pursuant to Title 1, Chapter 14 of the Orland Park Village Code; and

WHEREAS, the operation of the Orland Park System is authorized by Division 1-2.1 of the Illinois Municipal Code, 65 ILCS 5/1-2.1-1 et seq., Division 11-31.1 of the Illinois Municipal Code, 65 ILCS 5/11-31.1-1 et seq., and other provisions of the Illinois Municipal Code (collectively, the "**Requirements of Law**"); and

WHEREAS, Orland Fire has adopted, or will adopt prior to the Effective Date of this Agreement, an ordinance ("**Orland Fire Ordinance**") pursuant to 65 ILCS 5/1-2.2-1 et seq. of the Requirements of Law, which authorizes Orland Fire to administratively adjudicate violations of the of the Orland Fire Code as amended from time to time, pursuant to the Orland Fire Ordinance and the Requirements of Law ("**Violations**"); and

WHEREAS, pursuant to the Orland Park System, and in accordance with the Requirements of Law, at the conclusion of an administrative hearing, a Hearing Officer makes a determination and issues a written ruling on the basis of the evidence presented at the hearing as to whether or not a code violation exists ("**Final Judgment**"); and

WHEREAS, Orland Fire desires to adjudicate Violations via the Orland Park System, and Orland Park desires to facilitate the documentation and adjudication of Violations via the Orland Park System by providing related services as described in this Agreement and pursuant to the Requirements of Law ("**Adjudication Services**"); and

WHEREAS, to achieve these and other related objectives, the Parties desire to utilize the powers and authority granted to them, individually and collectively, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Orland Park will provide Orland Fire access to and use of the Orland Park System for processing Violations through the Orland Park System; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues affecting this matter, each of the Parties has determined that it is in the best interests of its citizens and of the general public welfare that the Parties execute and implement this Agreement; and

WHEREAS, the Parties have each approved or ratified this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby mutually acknowledge, and pursuant to all applicable statutes and local ordinances, specifically including, but without limitation, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and the Requirements of Law, the Parties hereby agree as follows:

Section 1. Recitals. The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

Section 2. Purpose. This Agreement is made for the purpose of adjudicating the Violations via the Orland Park System, through and including entry of Final Judgment on the Violations by a Hearing Officer and collection of fees and fines imposed pursuant to such Final Judgment, in accordance with the Requirements of Law.

Section 3. Term: Effective Date.

A. Term. This Agreement shall expire on December 31, 2023, which term shall automatically be extended under the same terms and conditions, for up to four (4) successive two (2) year periods, unless at least six (6) months prior to the end of the then applicable term, either party delivers written notice of nonrenewal, in which case this Agreement shall not be so extended and shall expire at the end of said otherwise applicable term.

B. Effective Date. This Agreement shall take effect on July 19, 2021 ("**Effective Date**").

Section 4. General Cooperation. The Parties will cooperate with each other in furtherance of the purposes, goals, and objectives of this Agreement. Cooperation required by this Agreement specifically includes, but is not limited to, the mutual establishment of operating procedures and the sharing and joint utilization by and among the Parties of information and other materials necessary to adjudicate the Violations via the Orland Park System, through and including entry of Final Judgment on the Violations by a Hearing Officer, pursuant to the Requirements of Law.

Section 5. Adjudication of Violations.

A. Operating Procedures. Before adjudicating any Violations via the Orland Park System, the Parties will establish agreed operating procedures for the adjudication of the Violations that are consistent with the terms of this Agreement and comply with the Requirements of Law ("**Operating Procedures**"). The Operating Procedures (as they may be amended from time-to-time) shall be deemed incorporated into this Agreement without further notice upon their written approval by both the Chief of Orland Fire and the Orland Park Village Manager or their respective designees, provided that if any conflict exists between the Operating Procedures and this Agreement, the terms and provisions of this Agreement shall control.

B. Adjudication Services. The Adjudication Services shall consist of the hearing, adjudication, administration, and collection services set forth in this Section 5.B. Administrative hearings and adjudications to be processed through the Orland Park System shall normally proceed at regular intervals on a date and time to be determined by Orland Park. Orland Park shall provide Orland Fire at least fourteen (14) days' notice of any change in a scheduled administrative hearing date. Such Adjudication Services under this Agreement shall be held at the Orland Park Civic Center, 14750 S Ravinia Ave, Orland Park, IL 60462, unless otherwise designated by Orland Park. The Adjudication Services from Orland Park to be provided to Orland Fire pursuant to the Operating Procedures and this Agreement shall include:

1. Adjudication facilities, including a hearing room accessible to the general public and Orland Fire personnel and equipped with internet access, screen and projector, computer monitor, and audio recording equipment available to record the adjudication of Violations;
2. Clerical services, including:
 - a. The provision of a Hearing Officer who is qualified pursuant to the Requirements of Law and who will adjudicate the Violations through and including entry of Final Judgment on each Violation (which Hearing Officer may be the same Hearing Officer as Orland Park may appoint for its own administrative adjudications); and
 - b. The provision of a prosecutor who is qualified pursuant to the Requirements of Law to prosecute Violations; and
 - c. The provision of an Orland Park police officer for court security services; and
 - d. provision of an annual hearing schedule for the Orland Park System, including the times and dates on which Orland Fire may schedule hearing calls for the adjudication of the Violations before a Hearing Officer ("**Hearing Calls**");
 - e. creation of a hearing docket listing each of the Violations scheduled by Orland Fire for a specific Hearing Call that Orland Park will provide to Orland Fire and the Hearing Officer in advance of the hearings on the Violations;
 - f. providing copies of any continuances, findings, decisions, and orders of the Hearing Officer as to each Violation, including mailing such copies to defendants who are not present at the hearing;
 - g. preparation of a written record listing the result of each case and the corresponding fines, if any, imposed and collected for each case;
 - h. receipt and delivery of any payments made by cash or check to Orland Fire's authorized representative at the end of each hearing day of all fines imposed and received for the Violations during

each Hearing Call, or, if no Orland Fire authorized representative is present at the Hearing Call, holding all such fines for the Violations until collection by Orland Fire's authorized representative;

- i. assembly and maintenance of a copy of the complete hearing record concerning each Violation, including without limitation copies of the notices of the Violation, the order(s) of the Hearing Officer, the hearing recording and any documents or other evidence presented during the hearing ("**Administrative Hearing Record**");
 - j. such other services as the Parties may mutually agree are necessary to facilitate the hearing of the violations by the Hearing Officer;
- 3. Debt collection services for those fines and fees not collected on the day of the Hearing Call. Orland Park has an established past due collection process for purposes of pursuing fine and fees due pursuant to the Orland Park System, which process includes policies and procedures applicable to Orland Park and Orland Fire relating to the collection of debt, the manner of pursuing such collections of debt, and any determination to discontinue efforts for pursuing the collection of debts ("**Orland Park Debt Collection Process**"). The obligation of Orland Park to perform the Orland Park Debt Collection Process for Orland Fire shall not extend beyond, nor shall it be greater than, any process Orland Park ordinarily performs to collect its own debt.
 - 4. Receipt and processing of all fines and fees for Violations in accordance with the Requirements of Law; and
 - 5. Such other services as the Parties may agree are necessary for the documentation, and adjudication of the Violations via the Orland Park System in compliance with the Requirements of Law.

C. **Orland Fire Responsibilities.** Notwithstanding the provisions of Subsection 5.B of this Agreement, the Adjudication Services do not include, and Orland Fire shall be solely responsible at its own and sole cost for:

- 1. The decision to adjudicate any Violation; and
- 2. The preparation and issuance of multiple copy Violation notice forms in compliance with the Orland Fire Code; and
- 3. The provision of authorized representatives, personnel, exhibits and witnesses that Orland Fire deems necessary to represent Orland Fire and prosecute Orland Fire's case before the Hearing Officer; and
- 4. The decision and duty to prosecute or defend any appeal(s) of a Final Judgment and/or subsequent appellate judgments on any Violation and any and all costs, fees and expenses related thereto; and

5. Orland Fire shall provide Orland Park with authority to utilize the Orland Park Debt Collection Process to collect those fines and fees not collected on the day of the Hearing Call; provided, however, that Orland Fire may notify Orland Park that Orland Fire will pursue directly the collection of fines and fees due pursuant to the Orland Park System, opting out of the Orland Park Debt Collection Process.

D. Appeals of Violations. If Orland Fire notifies Orland Park that a defendant or Orland Fire has appealed a final judgment on a Violation by filing a complaint for administrative review with the Cook or Will County Circuit Court, Orland Park will provide Orland Fire with the complete Administrative Hearing Record for the Violation no later than one (1) week after receipt of such notice. Orland Fire shall be solely responsible for prosecuting and/or defending any and all appeals through administrative review, or otherwise.

E. Proposed Changes in the Operation of the Orland Park System. If the Orland Park Village Board considers any amendments to the Orland Park Village Code that concern or otherwise relate to the authorization for, or operation of, the Orland Park System, Orland Park agrees to provide Orland Fire with at least thirty (30) days' advance written notice of any such proposed amendments prior to their adoption.

Section 6. Compensation. Orland Fire shall pay, no later than thirty (30) calendar days after invoice, the following compensation to Orland Park for Adjudication Services provided on any hearing date(s) that Violations are scheduled:

Hearing Days, including all hearing calls conducted that day:	50% of fines or fees collected
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Orland Park shall retain its compensation from fines or fees collected and remit any remaining amount to Orland Fire and shall provide invoices for fees and charges to Orland Fire on a monthly basis.

Orland Fire shall pay, no later than thirty (30) calendar days after invoice, the following compensation to Orland Park for utilization of Orland Park Debt Collection Process to collect those fines and fees not collected on the day of the Hearing Call:

Utilization of Orland Park Debt Collection Process:	50% of fines or fees collected
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Orland Park shall retain its compensation from fines or fees collected utilizing the Orland Park Debt Collection Process and remit any remaining amount to Orland Fire and shall provide invoices for fees and charges to Orland Fire on a monthly basis.

Section 7. Insurance. Each Party shall procure and maintain throughout the Term of this Agreement, including any subsequent renewal terms, the following minimum insurance coverages:

- A. Commercial general liability insurance with a minimum \$1,000,000

combined single limit per occurrence for bodily injury, personal injury, property damage, and contractual liability.

- B. Business automobile liability insurance for any vehicle owned, non-owned, or rented by the Party and used in connection with the performance of this Agreement with a minimum \$1,000,000 combined single limit per accident for bodily injury, property damage, and vehicle physical damage for property damage to any owned vehicle.
- C. Workers' compensation with not less than statutory limits and employers' liability coverage with a minimum \$1,000,000 combined single limit per occurrence.

Each Party shall provide to the other Party on an annual basis certificates of insurance reflecting the minimum coverages and amounts required by this Section 7.

Section 8. General Provisions.

A. **Notices.** Unless otherwise provided in this Agreement, all notices required or permitted to be given to the Parties under this Agreement shall be given by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 8.A. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three (3) days after the same has been mailed, and any notice given by overnight courier shall be deemed to have been given and received within twenty-four (24) hours after deposit.

Notices and communications to each Party shall be addressed to, and delivered at, the following addresses:

Orland Fire:	Orland Fire Protection District Attn: Fire Chief 9790 W. 151st Street Orland Park, IL 60462	Orland Park:	Village of Orland Park Attn: Village Manager 14700 Ravinia Ave. Orland Park, IL 60462
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B. **Entire Agreement.** There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which any of the Parties is relying in entering into this Agreement. This Agreement, and all covenants and provisions herein contained shall bind and inure to the benefit of each respective local governmental entity which is a party hereto and their respective successors and assigns.

C. **Severability.** If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

D. **Interpretation.** It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control. The Parties hereto have been represented by counsel and have had full opportunity to discuss this Agreement prior to

execution. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

E. Amendments and Modifications. This Agreement shall not be modified, changed, altered, or amended without the duly authorized and written consent of each of the Parties by their respective corporate authorities and pursuant to ordinance(s) or resolution(s) duly adopted and approved by the Party's corporate authorities. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the corporate authorities of each Party and properly executed in accordance with all applicable law.

F. Authority to Execute. Each Party hereby warrants and represents to each other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. No Third Party Beneficiaries. Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third party beneficiary rights. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which either Party may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

H. No Assignments or Transfers. No party to this Agreement shall have the right to assign or transfer this Agreement or rights herein.

I. Indemnification. Each Party (the "***Indemnifying Party***") hereby agrees to indemnify, hold harmless and defend the other Party (each an "***Indemnified Party***") from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the Indemnified Party for any actions taken or failures to act by the Indemnifying Party in connection with the prosecution and/or adjudication of the Violations or the use or operation of the Orland Park System, to the extent that such claims were not caused by actions, or failures to act, of the Indemnified Party. Orland Fire acknowledges and agrees that it is solely responsible for any decision to process Violations via the Orland Park System and for decisions to utilize or opt out of the Orland Park Debt Collection Process, and Orland Fire represents that it has authority under the Requirements of Law to pursue such Violations via the Orland Park System.

J. Execution. This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have by their duly authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

ATTEST:

By: 
Board Secretary


ATTEST:

By: 
Village Clerk

ORLAND FIRE PROTECTION DISTRICT

By: 
President

VILLAGE OF ORLAND PARK

By: 
Mayor