

**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 ____ day of _____, 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 _____, 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	Orland Park:	Village of Orland Park
	Attn: Fire Chief		Attn: Village Manager
	9790 W. 151st Street		14700 Ravinia Ave.
	Orland Park, IL 60462		Orland Park, IL 60462

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