

RESOLUTION 2024-01

**A RESOLUTION OF THE EAST DUNDEE AND COUNTRYSIDE
FIRE PROTECTION DISTRICT, COOK AND KANE COUNTIES, ILLINOIS
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH
THE VILLAGE OF EAST DUNDEE**

WHEREAS, East Dundee and Countryside Fire Protection District, Cook and Kane Counties, Illinois (“District”) is a special district created and empowered under the terms of the Illinois Fire Protection District Act, 50 ILCS 705/1 *et seq.*; and

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (“Village”) is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, Article VII Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer, any power or function in any manner not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to preform any governmental service, activity, or undertaking, which any of the public agencies entering into the contract is authorized by law to perform, provided that the governing body of each party shall authorize such contract; and

WHEREAS, the District and the Village are both public agencies under the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220 and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, the District and the Village desire to enter into an intergovernmental agreement to coordinate fire prevention and safety enforcement services in the Village (“Agreement”) as they relate to regulating and enforcing construction, alteration, addition, repair, removal, demolition, use, location, occupancy, and maintenance inspections of all proposed and existing buildings and structures within the Village; and

WHEREAS, the District and the Village desire to enter into an intergovernmental agreement setting forth the terms and conditions on which the Parties will cooperate to enforce fire prevention and safety regulations within the Village, a copy of which is attached hereto and, by this reference, made a part of this Resolution as **EXHIBIT A**; and

WHEREAS, the President of the District Board of Trustees and the Board of Trustees have determined that it is in the best interest of the District and the residents it serves to approve the Agreement with the Village;

NOW THEREFORE BE IT RESOLVED BY THE DISTRICT PRESIDENT AND THE BOARD OF TRUSTEES OF THE EAST DUNDEE AND COUNTRYSIDE FIRE PROTECTION DISTRICT, KANE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: Approval of Agreement. The Agreement with the Village is hereby approved substantially in the form attached to this Resolution as **EXHIBIT A**, and in a final form to be approved by the Fire Chief of the District.

SECTION 3: Execution. The District Fire Chief and Board Secretary are authorized and directed to execute the Agreement and transmit executed and sealed copies to the Village.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner approve by law.

ADOPTED this 10th day of September, 2024 pursuant to a roll call vote as follows:

AYES: 3

NAYES: 0

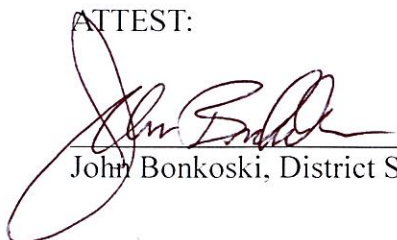
ABSENT: 0

APPROVED this 10th day of September 2024



Douglas Hoyt, District President

ATTEST:



John Bonkoski, District Secretary

SEAL

EXHIBIT A

Agreement

COUNTY OF COOK)
COUNTY OF KANE)
STATE OF ILLINOIS)

SECRETARY'S CERTIFICATE

I, JOHN BONKOSKI, the duly qualified and acting Secretary of the Board of Trustees of the East Dundee and Countryside Fire Protection District, Cook and Kane Counties Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**A RESOLUTION OF THE EAST DUNDEE AND COUNTRYSIDE
FIRE PROTECTION DISTRICT, COOK AND KANE COUNTIES ILLINOIS
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH
THE VILLAGE OF EAST DUNDEE**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 10th day of September, 2024.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of September, 2024.



Secretary, Board of Trustees
East Dundee and Countryside
Fire Protection District

SEAL

RESOLUTION NUMBER 24-24

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE AND THE EAST
DUNDEE AND COUNTRYSIDE FIRE PROTECTION DISTRICT**

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois and the East Dundee and Countryside Fire Protection District ("Fire District") is an Illinois unit of local government and fire district organized and operating pursuant to the authority described in the Illinois Fire Protection District Act, 70 ILCS 705/1 et seq. ("Act"); and

WHEREAS, Article VII Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer, any power or function in any manner not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by the Village may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or undertaking, which any of the public agencies entering into the contract is authorized by law to perform, provided that the governing body of each party shall authorize such contract to the contract; and

WHEREAS, the Village and the Fire District are both public agencies under the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220 and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, the Village and the Fire District desire to enter into an intergovernmental agreement to coordinate fire prevention and safety enforcement services in the Village ("Agreement") as they relate regulating and enforcing construction, alteration, addition, repair, removal, demolition, use, location, occupancy, and maintenance inspections of all proposed and existing buildings and structures within the Village; and

WHEREAS, the Village and Fire District desire to enter into an intergovernmental agreement setting forth the terms and conditions on which the Parties will cooperate to enforce fire prevention and safety regulations within the Village, a copy of which is attached to and, by this reference, made a part of this Resolution as **Exhibit A**; and

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interest of the Village and its residents to approve the Agreement with the Fire District;

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK, AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: Approval of Agreement. The Agreement with the Fire District is hereby approved substantially in the form attached to this Resolution as Exhibit A, and in a final form to be approved by the Village Administrator.

SECTION 3: Execution. The Village Administrator and Village Clerk of the Village are authorized and directed to execute the Agreement and transmit executed and sealed copies to the Fire District.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[SIGNATURE PAGE FOLLOWS]

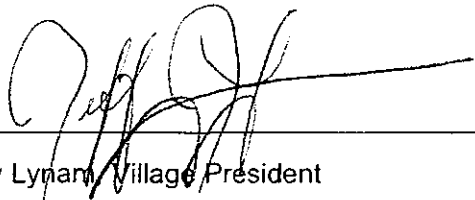
PASSED this 19th day of August 2024 pursuant to a roll call vote as follows:

AYES: Mahony, Kunze, Brittin, Saviano, Treiber and Sardon

NAYES: Ø

ABSENT: Ø

APPROVED by me this 19th of August 2024.



Jeffrey Lynan, Village President

ATTEST:

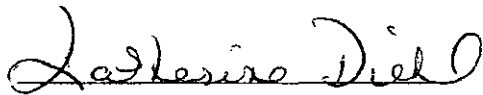

Katherine Diehl, Village Clerk

EXHIBIT A

Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF EAST DUNDEE AND
THE EAST DUNDEE AND COUNTRYSIDE FIRE PROTECTION DISTRICT
REGARDING FIRE PREVENTION AND SAFETY REGULATIONS AND
ENFORCEMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is entered into as of the date last written below by and between the Village of East Dundee ("**Village**"), an Illinois home rule municipal corporation, and the East Dundee and Countryside Fire Protection District ("**District**"), an Illinois unit of local government and fire district organized and operating pursuant to the authority described in the Illinois Fire Protection District Act, 70 ILCS 705/1 *et seq.* ("**Act**") and collectively with the Village, (collectively, the "**Parties**"), for the purpose of describing the terms and conditions on which the Parties will cooperate to enforce fire prevention and safety regulations within the Village.

IN CONSIDERATION OF the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's statutory and home rule powers, and the statutory powers of the District, the Parties agree as follows:

SECTION 1. RECITALS.

WHEREAS, Article VII Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves and with the State to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes and encourages cooperative agreements between units of Illinois state and local government; and

WHEREAS, the Parties each have the authority to establish regulations and restrictions to ensure public safety, health, and welfare as affected by hazards of fire, explosion, or dangerous conditions in buildings, structures, and premises; and

WHEREAS, pursuant to §11 of the Fire Protection District Act, the District: (i) must provide fire protection to persons and property within the District, to the extent possible; (ii) must prescribe necessary regulations for fire prevention and control; and (iii) has the express power to adopt and enforce fire prevention codes and standards in municipalities within the District which have not adopted a fire prevention code; and

WHEREAS, on August 19, 2024, the Village amended §94.01 and § 151.002 of the Code of the Village of East Dundee ("**Village Code**") to designate establishment and enforcement of fire prevention and safety regulations in the Village to the East Dundee and Countryside Fire Protection District; and

WHEREAS, on August 19, 2024, the Village repealed §94.02, §94.03, §94.04 §151.014, and §151.021 of the Code of the Village of East Dundee ("**Village Code**") concerning the adoption of the International Fire Prevention Code; and

WHEREAS, the District has adopted regulations necessary to ensure all buildings erected and constructed within the boundaries of this District are built to comply with applicable codes and State building laws, including review of all building plans and construction documents for building and life safety purposes, enforcement of code regulations, and establishing fines and penalties for the violation of such regulations ("***District Ordinance***"); and

WHEREAS, pursuant to the Parties' authority to engage in intergovernmental cooperative agreements, the Village and the District intend for this Agreement to provide a coordinated building inspection program as it relates to fire prevention and safety; and

WHEREAS, the Village has determined that public health, safety, and welfare of Village residents is best served by a coordinated fire prevention, safety, and building inspection program with the District; and

SECTION 2. SCOPE OF AGREEMENT. To maximize resource efficiency, the Village and District will coordinate fire prevention and safety enforcement efforts regarding the construction, alteration, addition, repair, removal, demolition, use, location, occupancy, and maintenance inspections of all proposed and existing buildings and structures within the Village.

This Agreement shall not be construed as to limit in any way the authority or ability of the District to enforce District Ordinance or any regulation of the District, the State of Illinois, or the United States as otherwise authorized by applicable law, within or outside the Village boundaries.

SECTION 3. TERM AND TERMINATION.

A. Term. This Agreement shall be effective when executed by the Village and District. Unless otherwise terminated by either Party, this Agreement shall be effective for a term of one year and be automatically renewed for successive terms of one year each unless either Party notifies the other in writing of non-renewal at least 90 days before the end of the applicable term.

B. Termination. Either party may terminate this Agreement at any time for any violation of its terms by providing the offending Party with 30 days advance written notice. Either Party may also terminate this Agreement for any reason or no reason at all by giving the other Party at least 90 days advance written notice.

SECTION 4. VILLAGE'S RESPONSIBILITIES.

A. In addition to any other responsibility as set forth by the Village Code, the Village will: (i) review building permit applications and building plans for compliance with the Village Code; (ii) issue building permits, stop work orders, and certificates of occupancy; (iii) maintain inspection reports; (iv) collect fees related to new and existing construction; and (v) assume any legal fees connected with enforcement thereof.

B. The Village will require that all building, zoning, and other development permits for new, existing, and modified buildings and structures within the Village comply with the District Ordinance as a condition for granting a certificate of occupancy.

C. The Village will not issue a certificate of occupancy without the Fire District's certification that the premise complies with the standards and regulations provided by the District Ordinance.

D. The Village cannot waive any fees imposed by the District related to plan reviews, inspections, consultations, impact fees, operational permits, temporary structures, or as otherwise provided for by the District Fee Schedule.

E. The Village will not issue citations for violations of the District Ordinance or any other building standard related to fire prevention and safety; provided, however, the Village may issue citations and initiate administrative adjudication proceedings for violations of the Village Code, including violations of any condition imposed on a permit or certificate of occupancy.

F. The Village will not prosecute any citation that is issued by the District alleging a violation of the District Ordinance, rule, or regulation, on behalf of the District.

G. At all times, Village officials, administrators, staff, and Village facilities will remain employees, and that said officials, administrators, and staff are not employees of the District.

SECTION 5. DISTRICT'S RESPONSIBILITIES.

A. The District will enforce fire prevention codes, standards, fees, fines, and penalties, as provided by the District Ordinance, within the Village, including but not limited to, plan review, inspection, permit issuance, and violations thereof as related to all construction, alteration, additions, repair, removal, demolition, use, location, occupancy, inspections, and maintenance of all proposed and existing buildings and structures.

B. The District will notify the Village in writing within 30 days of amending the District Ordinance or District Fee Schedule, including but not limited to, adopting any model code or amendments to a model code related to fire prevention and safety, standards, fees, fines, and penalties related to enforcement of the District Ordinance.

C. In the event a certificate of occupancy is denied because of non-compliance with the District Ordinance, the District will submit an explanation specifying the reasons the premise is non-compliant to the Village Building Inspector within seven days, to be included with the written notice to the applicant, as provided by 157.191(C)(3)(d) of the Village Code.

D. The District cannot waive any regulation of the District Ordinance to permit the Village to issue a certificate of occupancy.

E. The District has the exclusive authority to issue citations and other penalties to buildings and structures found to be non-compliant with the District Ordinance.

F. The District will inform the Village within seven days upon identifying a building or structure within the Village that is not compliant with the District Ordinance.

SECTION 6. INDEMNIFICATION

Indemnity. The District shall indemnify, hold harmless and defend the Village from all claims, demands, causes of action, suits, judgments, and awards, together with attorneys' fees incurred by the Village as a result of any injury to, or death of, persons or civil and constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes), arising indirectly, or directly, in connection with, or under, or as a result of this Agreement in connection with the performance of its responsibilities as set forth in Section 5 of this Agreement.

The Village shall indemnify, hold harmless, and defend District from any and all claims, demands, causes of action, suits, judgments, and awards, together with attorneys' fees incurred by the District as a result of any injury to, or death of, persons or civil and constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statutes), arising indirectly, or directly, in connection with, or under, or as a result of this Agreement in connection with the performance of its responsibilities as set forth in Section 4 of this Agreement.

SECTION 7. GENERAL PROVISIONS.

A. Amendment. No amendment to this Agreement will be effective unless and until the amendment is in writing and properly approved and executed by both Parties in accordance with applicable procedures and approval by their respective Boards.

B. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other Party.

C. Village Actions, Consents, and Approvals. Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Village Administrator or their designee, to the extent provided for by law.

D. Notice. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail. By notice complying with the requirements of this Section 7.D, each Party will have the right to change the address or the addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

Notices to the Village will be addressed to, and delivered at, the following address:

Village of East Dundee
120 Barrington Ave.
East Dundee, Illinois 60118
Attention: Village Administrator
Email: estorlie@eastdundee.net

With a copy to: Elrod Friedman LLP

325 N LaSalle St., Suite 450
Chicago, IL 60654
Attention: Kelley A. Gandurski
Email: Kelley.Gandurski@elrodfriedman.com

If to the District: East Dundee and Countryside Fire Protection District
401 Dundee Avenue
East Dundee, Illinois 60118
Attention: Fire Chief
Email: jparthun@edfire.com

With a copy to: Ottoson DiNolfo Hasenbalg & Castaldo, Ltd.
1804 North Naper Blvd., Suite 350
Naperville, Illinois 60563
Attention: Erika Thomas
Email: ethomas@ottosenlaw.com

E. Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of the Parties only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The Village will not be liable to any vendor or other third party for any agreements made by the District, purportedly on behalf of the Village, without the knowledge and approval of the Village Trustees.

F. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire agreement shall be invalid, void, and unenforceable.

G. Time of the Essence. Time is of the essence in the performance of this Agreement.

H. Governing Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Venue. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Kane or Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Kane or Cook County, Illinois.

J. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Parties with respect to the subject matter of this Agreement.

K. Non-Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar)

nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

L. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

M. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

N. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

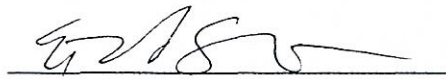
O. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed as calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 4:00 p.m., Central time.

P. Counterpart Execution. This Agreement may be executed in several counterparts, each of which is deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Village and the District have caused this Agreement to be executed by their respective officials on the dates as shown.

[SIGNATURE PAGE FOLLOWS]

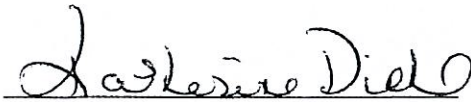
VILLAGE OF EAST DUNDEE



By: Erika Storlie, Village Administrator

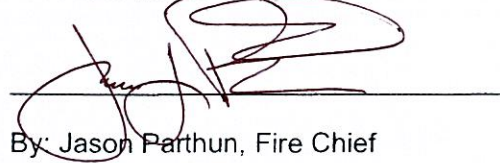
Date: August 19, 2024

ATTEST:



By: Katherine Diehl, Village Clerk

EAST DUNDEE AND COUNTRYSIDE FIRE
PROTECTION DISTRICT



By: Jason Parthun, Fire Chief

Date: 9-10-2024

ATTEST:



By: John Bonkoski, Secretary, Board of
Trustees