

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF DUPAGE    )     ss

**SECRETARY'S CERTIFICATE**

I, **Laurie K. Kagann**, the duly qualified and acting Secretary of the Board of Trustees of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

**ORDINANCE NO. 04- 03**

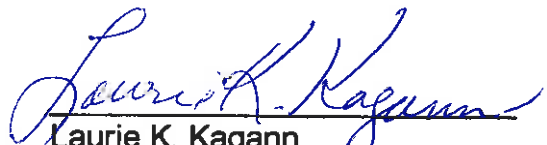
**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL  
FIRE PROTECTION AGREEMENT**

which ordinance was duly adopted by said Board of Trustees at a regular meeting held on the 30<sup>th</sup> day of March, 2004.

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

**IN WITNESS WHEREOF**, I have hereunto set my hand this 30<sup>th</sup> day of March, 2004.

(seal)

  
Laurie K. Kagann  
Secretary, Board of Trustees

## **ORDINANCE NO. 04-03**

### **AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL FIRE PROTECTION AGREEMENT**

**WHEREAS**, the Board of Trustees (the "Board") of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, (the "District") has the duty and authority to enter into intergovernmental agreements; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government and school districts to cooperate with each other in order to accomplish common goals and objectives; and

**WHEREAS**, 5 ILCS 220/3 entitled "Intergovernmental Cooperation Act", provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised, transferred and enjoyed jointly with any other public agency; and

**WHEREAS**, 5 ILCS 220/2 defines a public agency as "any unit of local government;" and

**WHEREAS**, the District and the Village of Woodridge (the "Village"), as units of local government, are public agencies as defined by statute; and

**WHEREAS**, the Board has determined that it is in the best interest of the District to enter into an intergovernmental fire protection agreement with the Village of Woodridge which is attached hereto and made a part hereof.

**NOW, THEREFORE, Be it Ordained**, by the Board of Trustees of the Lisle-Woodridge Fire Protection District, DuPage and Will Counties, Illinois, as follows:

**Section One:** That the Intergovernmental Agreement between the District and the Village of Woodridge attached hereto shall be and is hereby approved.

**Section Two:** The President and Secretary are authorized to enter into the Intergovernmental Agreement with the Village of Woodridge in substantially the same form as the agreement attached hereto and made a part hereof.

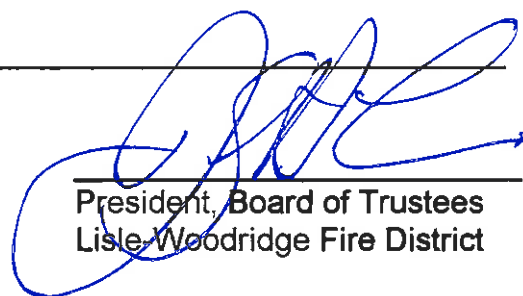
**Section Three:** This ordinance shall be in full force and effect upon its adoption and shall supersede any agreement, ordinance, or motion, or part of any agreement, ordinance or motion in conflict with any part herein, and any such agreement, ordinance, or motion or part thereof is hereby repealed.

**ADOPTED** this 30<sup>th</sup> day of March, 2004, by a roll call vote.

**AYES:** 5 (Lawrence, Fisher, Kagann, Schreiber, Michals)

**NAYS:** 0

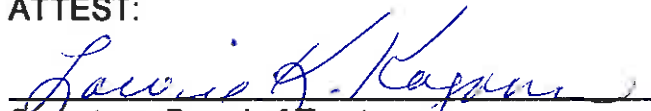
**ABSENT:** 0



\_\_\_\_\_

President, Board of Trustees  
Lisle-Woodridge Fire District

**ATTEST:**



\_\_\_\_\_

Secretary, Board of Trustees  
Lisle-Woodridge Fire District

RESOLUTION NO.

R30-2004

A RESOLUTION AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE CERTAIN INTERGOVERNMENTAL AGREEMENTS WITH THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT, DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT, AND THE LEMONT FIRE PROTECTION DISTRICT FOR FIRE PROTECTION SERVICES.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will, and Cook Counties, Illinois, a home rule municipality in the exercise of its home rule powers, that the Mayor and the Village Clerk be and the same are hereby authorized to execute Intergovernmental Agreements between the Village of Woodridge and the Lisle-Woodridge Fire Protection District, Darien-Woodridge Fire Protection District, and the Lemont Fire Protection District in substantially the form of Agreement's attached hereto as Group Exhibit "A".

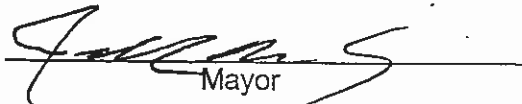
BE IT FURTHER RESOLVED that the Village Clerk of the Village of Woodridge is hereby directed to forward a certified copy of this Resolution to Lisle-Woodridge Fire Protection District, Darien-Woodridge Fire Protection District, and the Lemont Fire Protection District.

ADOPTED this 15th day of April, 2004.

Trustee Beavers	<u>Aye</u>	Trustee Frank	<u>Aye</u>
Trustee Brandt	<u>Aye</u>	Trustee Kagann	<u>Aye</u>
Trustee Cunningham	<u>Absent</u>	Trustee Szerlag	<u>Aye</u>

Mayor Murphy \_\_\_\_\_

APPROVED this 15th day of April, 2004.

  
Mayor

ATTEST:

  
Village Clerk

Filed in the Office of the Village Clerk and published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will, and Cook Counties, Illinois, this 15th day of April, 2004.

  
Village Clerk

BUILDING & ZONING  
DEPARTMENT

APR 21 2004

WOODRIDGE, IL 60517

INTERGOVERNMENTAL AGREEMENT  
FIRE PROTECTION

This Agreement, made and entered as of the 1st day of May, 2004, by and between the VILLAGE OF WOODRIDGE, an Illinois municipal corporation ("VILLAGE") and the LISLE-WOODRIDGE FIRE PROTECTION DISTRICT, an Illinois municipal corporation ("DISTRICT");

WITNESSETH:

WHEREAS, the Constitution of Illinois 1970, Article 7, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and,

WHEREAS, 5 ILCS Act 220, entitled "The Intergovernmental Cooperation Act", provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a unit of local government may be exercised, combined, transferred, and enjoyed jointly with any other unit of local government; and,

WHEREAS, pursuant to its authority under the Illinois Constitution and statute, the VILLAGE has heretofore adopted a fire prevention code and related codes ("FIRE PREVENTION CODE") in and for all territory located within the corporate limits of the VILLAGE, a copy of which is attached hereto as Exhibit "A" and is, by this reference, incorporated herein; and,

WHEREAS, the corporate limits of the DISTRICT include in part territory which is located within the corporate limits of the VILLAGE, (said coterminous territory being hereinafter referred to as the "VILLAGE JURISDICTIONAL AREA"); and,

WHEREAS, by statute, the FIRE PREVENTION CODE is the controlling law within the VILLAGE JURISDICTIONAL AREA; and,

WHEREAS, the DISTRICT employees qualified personnel who are able to perform plan review and inspection services necessary to assist the VILLAGE in enforcing the FIRE PREVENTION CODE; and,

WHEREAS, the VILLAGE desires the DISTRICT to perform such plan review and inspection services as are necessary for the proper enforcement of the FIRE PREVENTION CODE as hereinafter provided for in this Agreement; and,

WHEREAS, the DISTRICT desires to provide qualified personnel to provide said plan review and inspection services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereto mutually agree as follows:

1. Incorporation of Recitals

The Whereas clauses set forth above are incorporated herein as substantive provisions of this Agreement as is set out in full.

2. Plan Review/On Site Inspection During Construction

- A. At the request of the VILLAGE, the DISTRICT shall provide plan review for construction, alteration and remodeling of structures (excluding single-family attached and detached structures) (any such structure being referred to as a "PROJECT") within the VILLAGE JURISDICTIONAL AREA. The purpose of said plan review is to determine compliance with the FIRE PREVENTION CODE and to accomplish a pre-response evaluation.
- B. Each request shall be initiated by the VILLAGE providing to the DISTRICT a request form together with all available plans, specifications and other data in its possession with respect to any PROJECT.
- C. The DISTRICT shall complete the plan review of each PROJECT in a timely fashion, but in no event later than 20 days after receipt of the request for such plan review. The DISTRICT shall report the results of its plan review to the VILLAGE, in writing.
- D. Plan review for each PROJECT shall consist of the following:
  - i. Review of site plan.
  - ii. Review of building plans.
  - iii. Written report and submittal of appropriate plan review checklist for site plan and building plan reviews, to include reference to Code.
  - iv. Permit application and plans will be submitted to the VILLAGE.
  - v. Plans, etc. will be stamped in and distributed to the DISTRICT on a request form. The form will contain the name of the PROJECT, its address or location, and the square footage of buildings.
  - vi. DISTRICT will provide completed plan review directly to the VILLAGE Building & Zoning Department.
  - vii. DISTRICT plan review comments will be incorporated into the Building & Zoning plan review comments. If there are any concerns, Building & Zoning staff will discuss review with the DISTRICT.

v, vi and vii will be repeated if corrected plans are required. If issues can be resolved during construction process, they will be included in a Letter of Agreement or made part of the permit.

- viii. Any requests for interpretation will be in writing from the applicant and submitted to the Building & Zoning Department. The inspector assigned to the PROJECT will consult with DISTRICT when the inspector deems it necessary.
- ix. DISTRICT will send the Building & Zoning Department an approval letter stating that the plans are approved or approved with exceptions.
- x. All requests for inspections shall be called into the Building & Zoning Department of the VILLAGE. The clerical staff will enter the inspection request into the computer and then notify the DISTRICT secretary of inspection date and time.
- xi. DISTRICT will provide an invoice to the Building & Zoning Department for each PROJECT, which will include PROJECT name, address, square footage and invoice amount.

For fast track developments which have a single occupant or user, the plan review and inspection payout will be processed at the time the interior finish permit is issued subject to receipt of ix and xi above.

For fast track multi-unit buildings, payouts shall apply to tenant build-out permits. For foundation or shell permits, information will be distributed to the DISTRICT, however, the calculation of plan review fees and the processing of payouts will be with the individual tenant improvements.

- E. At the written request of the VILLAGE, the DISTRICT will conduct on-site inspections of any PROJECT to determine if the work is in conformance with the plans and specifications therefore and otherwise in conformance with the FIRE PREVENTION CODE. The DISTRICT will report the results of any inspection to the VILLAGE, in writing, within 24 hours following any inspection. The VILLAGE will determine if any such inspection must be made with a VILLAGE inspector present and shall so indicate in its request.

### 3. Inspections

At the written request of the VILLAGE, the DISTRICT shall conduct inspections of existing structures within the VILLAGE JURISDICTIONAL AREA to ascertain whether said structures, and the uses contained therein, comply with the provisions of the FIRE PREVENTION CODE. The VILLAGE will determine if any such inspection must be made with a VILLAGE inspector present, and shall so indicate in its request.

Such inspections shall consist of the following:

- A. The Building & Zoning Department will send a written request along with a list of businesses to be inspected. The DISTRICT will provide the VILLAGE with a proposed schedule for such inspections. Upon written approval of the schedule by the VILLAGE, the DISTRICT is authorized to proceed in accordance with the schedule.
- B. The DISTRICT will perform an annual inspection which will consist of the following:
  - 1. An initial fire inspection will be performed of the premises utilizing a form approved by the VILLAGE, which will include verification that a current business license has been issued. Such form may be modified from time to time to include information deemed appropriate by the VILLAGE.
  - 2. A copy of the completed inspection form will be given to the property manager, owner or tenant at the time of inspection. This form will clearly indicate any code violations and specify a date for reinspection.
  - 3. Within 20 business days after the scheduled date for each inspection, the DISTRICT will report the results thereof to the VILLAGE, in writing.

Inspections and Reinspections Which are Approved by the DISTRICT

- C. Copies of the inspection reports are sent to the Building & Zoning Department.
- D. The Director of Building & Zoning will review the inspection reports.

Businesses That Do Not Comply with Annual Inspections

- E. The DISTRICT will perform follow-up inspections to confirm the alleged violations listed on the initial inspection report have been abated.
- F. If the alleged violations have not been abated, the DISTRICT will issue an Official Notice of Non-Compliance to the property manager, owner or tenant with a compliance deadline. A copy of such notice will be sent to the Building & Zoning Department along with copies of the inspection reports, follow-up inspections and any other documentation requested by the VILLAGE in order to make a determination of how to proceed with enforcement.
- G. Upon expiration of the compliance deadline identified in the Official Notice of Non-Compliance, the Building & Zoning Department will reinspect the property and determine the enforcement action to be taken.

Payment Procedure

- H. DISTRICT shall submit an invoice with a list of buildings inspected, along with the inspection reports, on a monthly basis.



4. Alarm Inspections

Annually, the VILLAGE shall provide to the DISTRICT a list of locations at which fire alarms (including any fire suppression systems) have been installed. The DISTRICT shall inspect each such alarm system (including any fire suppression systems) to determine whether each such alarm system is functioning (including any fire suppression systems) and that each such centrally monitored alarm system has been certified compliant by the contractor maintaining said centrally monitored alarm system.

Such inspections shall consist of the following:

- A. The Building & Zoning Department will send a written request along with a list of businesses to be inspected. The DISTRICT will provide the VILLAGE with a proposed schedule for such inspections. Upon written approval of the schedule by the VILLAGE, the DISTRICT is authorized to proceed in accordance with the schedule.
- B. DISTRICT shall inspect and submit to the Building & Zoning Department a copy of an inspection report within 20 business days after the scheduled date for each inspection, along with certification from the fire alarm monitoring agency to include centrally monitored alarm systems. The DISTRICT shall verify that the fire alarm system, including any fire suppression system, is compliant with the applicable NFPA standards.
- C. DISTRICT shall submit an invoice with a list of systems inspected, along with the inspection reports, on a monthly basis.

5. Village Coordinator

The VILLAGE Director of Building and Zoning shall be the coordinator of this Agreement for the VILLAGE. The Director of Building and Zoning shall be the only person authorized to make requests for services to the DISTRICT under this Agreement, which requests shall be made to the DISTRICT Director of Fire Prevention Bureau.

6. District Coordinator

The DISTRICT Director of Fire Prevention Bureau shall be the coordinator of this Agreement for the DISTRICT. The Director of Fire Prevention Bureau shall be the only person authorized to make requests of the VILLAGE under this Agreement, which requests shall be made to the Director of Building and Zoning. All written reports by the DISTRICT under this Agreement shall be made to the Director of Building and Zoning.

7. Compensation

The VILLAGE agrees to compensate the DISTRICT for services rendered pursuant to this Agreement, in accordance with the following schedule:

\$.01 per square foot for plan review/inspection services (Section 2 of this Agreement)

\$35.00 per annual inspection of existing structure (Section 3 of this Agreement)

\$35.00 per annual alarm inspection (Section 4 of this Agreement)

The District shall only be entitled to the compensation provided for in this Agreement. The District shall not charge or accept, from any other person or entity, fees for the services contemplated by this Agreement.

The Director of Building & Zoning shall review each invoice submitted and process payment therefor if all required documentation is in order. Proper invoices shall be paid within sixty (60) days of receipt thereof.

8. Interpretation of Fire Prevention Code

The final authority as to the interpretation of the FIRE PREVENTION CODE rests with the VILLAGE.

9. Indemnification

To the fullest extent permitted by law, the DISTRICT hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this Agreement by the DISTRICT, its officials, agents or employees, or which may in anywise result therefrom, except that arising out of the sole legal cause of the VILLAGE, its officials, agents or employees. The DISTRICT shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents and employees, in any such action, the DISTRICT shall, at its own expense, satisfy and discharge the same.

To the fullest extent permitted by law, the VILLAGE hereby agrees to defend, indemnify and hold harmless the DISTRICT, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the DISTRICT, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this Agreement by the VILLAGE, its officials, agents or employees, or which may in anywise result therefrom, except that arising out of the sole legal cause of the DISTRICT, its officials, agents or employees. The VILLAGE shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the DISTRICT, its officials, agents and employees, in any such action, the VILLAGE shall, at its own expense, satisfy and discharge the same.

In the event of joint or concurrent negligence of the VILLAGE and the DISTRICT, each shall bear that portion of the loss or expense that its share of the joint or concurrent

negligence bears to the total negligence (including that of third parties) which caused the injury or damage.

10. Amendment to Fire Prevention Code

The FIRE PREVENTION CODE may be amended from time to time by the VILLAGE. Copies of any and all proposed amendments shall be provided to the DISTRICT at least 30 days prior to the adoption thereof. The DISTRICT may provide any comments as it deems appropriate to assist the VILLAGE in its consideration of any such amendment. Each such amended FIRE PREVENTION CODE shall be substituted as a new Exhibit "A" to this Agreement and incorporated herein and shall thereafter be enforced as otherwise provided for in this Agreement. Once adopted, each such amendment shall be provided to the DISTRICT.

11. General

- A. The DISTRICT is an independent contractor to the VILLAGE under this Agreement and not an official, employee or agent.
- B. The VILLAGE hereby agrees that the DISTRICT will have the ability to recommend to the VILLAGE, actions in law or in equity to enforce any of the provisions of the VILLAGE'S FIRE PREVENTION CODE. However, it is expressly understood that the VILLAGE shall make all final decisions in regard to the prosecution of the FIRE PREVENTION CODE. All costs of any action shall be borne by the VILLAGE.
- C. Either party may terminate this Agreement at any time effective at the end of any calendar month, provided however, that the party desiring to terminate this Agreement shall give written notice to the other party specifying the end of the month of which the termination is to be effective. Said written notice must be given at least sixty (60) days prior to the date on which termination is to be effective.
- D. This Agreement shall be in force for a term commencing on May 1, 2004 and ending April 30, 2007, provided that this Agreement shall be subject to termination as provided for in Paragraph 11C hereof.
- E. This Agreement shall be binding upon and inure to the benefit of any successor governmental legal entity which may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.
- F. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that

provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the Court.

- G. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties.
- H. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.
- I. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:
  - a. Village at: Village of Woodridge  
Five Plaza Drive  
Woodridge, IL 60517  
Attn: Village Administrator
  - b. District at: Lisle-Woodridge Fire Protection District  
1005 School Street  
Lisle, IL 60532  
Attn: Fire Chief
  - c. To such other person or place which either party hereto by its prior written notice shall designate for notice to it from the other party hereto.

12. This Agreement is executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

VILLAGE OF WOODRIDGE, an Illinois  
Municipal Corporation

By:

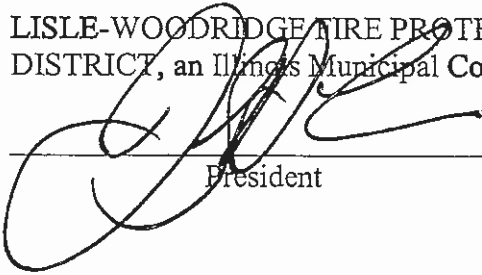
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Village Clerk

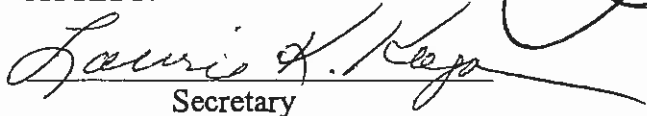
LISLE-WOODRIDGE FIRE PROTECTION  
DISTRICT, an Illinois Municipal Corporation

By:



\_\_\_\_\_  
President

ATTEST:



\_\_\_\_\_  
Secretary