

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. 08-03

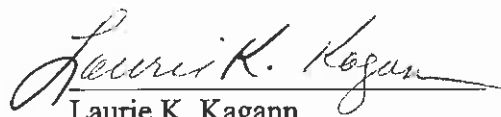
**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL
FIRE PROTECTION AGREEMENT WITH THE VILLAGE OF LISLE**

which ordinance was duly adopted by said Board of Trustees at a regular meeting held on the 27th day of May, 2008.

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 27th day of May, 2008.

(seal)


Laurie K. Kagann
Secretary, Board of Trustees

ORDINANCE NO. 08-03

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL
FIRE PROTECTION AGREEMENT WITH THE VILLAGE OF LISLE**

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 Lisle (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 Lisle 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 Lisle 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 Lisle in substantially the same form as the agreement attached hereto and made a part hereof.

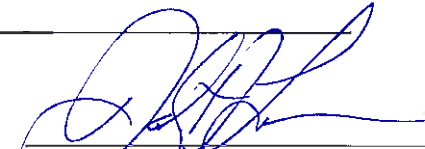
Section Three: This ordinance shall be in full force and effect upon its adoption and shall supersede any agreement, ordinance, or motion, or part of any agreement, ordinance or motion in conflict with any part herein, and any such agreement, ordinance, or motion or part thereof is hereby repealed.

ADOPTED this 27th day of May, 2008, by a roll call vote.

AYES: 5 - (Fisher, Hantsch, Urasky, Kagann, Lawrence)

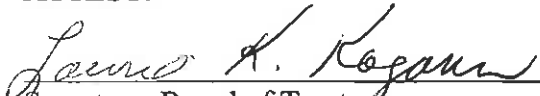
NAYS: 0

ABSENT: 0



President, Board of Trustees
Lisle-Woodridge Fire District

ATTEST:



Secretary, Board of Trustees
Lisle-Woodridge Fire District

INTERGOVERNMENTAL AGREEMENT
FIRE PROTECTION

This Agreement, made and entered into the _____ day of _____ 2008,
By and between the VILLAGE OF LISLE municipal corporation ("VILLAGE") and
the LISLE WOODRIDGE FIRE 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 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"), attached herewith as Exhibit "A" in and for
all territory located within the corporate limits of the VILLAGE as from time to
time amended, a copy of which is attached hereto as Exhibit "B" and which from
time to time shall be deemed to be amended as annexations by Village take
place.

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

- applicant and submitted to the VILLAGE.
- ix. DISTRICT will send the Community Development Department an approval letter stating that the plans are approved or approved with exceptions.
 - x. All requests for inspections shall be called into the Community Development 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 Community Development 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 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 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

The Village, with the advice of the District, shall adopt from time to time, those policies and procedures which are deemed appropriate to carry out the terms of this section of the Agreement.

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 DISTRICT shall inspect the structures and uses and will report the results of any inspection to the VILLAGE, in writing, following any inspection.

Such inspections shall consist of the following:

- A. VILLAGE will send a request along with a list of businesses to be inspected. This will serve as authorization for annual

4. Alarm Inspections

The Village, with the advice of the District, shall adopt from time to time, those policies and procedures which are deemed appropriate to carry out the terms of this section of the Agreement.

Annually, the DISTRICT shall inspect each such fire 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 by the contractor maintaining said centrally monitored alarm system.

Within 20 days following the completion of said inspections, the DISTRICT shall report its findings to the VILLAGE, in writing.

Such inspections shall consist of the following:

- A. The Community Development Department will send a written request along with a list of businesses to be inspected. This will serve as authorization for annual inspection.
- B. DISTRICT shall inspect and submit to the Community Development Department a copy of an inspection report 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 buildings inspection reports, on a monthly basis.

5. Village Coordinator

The VILLAGE Community Development Director, or his designee, shall be the coordinator of this Agreement for the VILLAGE. The Community Development Director, or his designee, 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 FIRE PREVENTION BUREAU CHIEF.

6. District Coordinator

The DISTRICT FIRE PREVENTION BUREAU CHIEF shall be the coordinator of this Agreement for the DISTRICT. The FIRE PREVENTION BUREAU CHIEF shall be the only person authorized to make requests of the VILLAGE under this Agreement, which requests shall be made to the Community Development Director or his designee. All written reports by the DISTRICT under this

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 anyway result there from, except that caused directly 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 liability of the VILLAGE and the DISTRICT, each shall bear that portion of the loss or expense that its share of the joint or concurrent liability bears to the total liability (including that of the 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, provided further that prior to the adoption by the Village of any amendments, the District shall be given 30 days notice to provide any input the District deems appropriate, however, the Village shall have the sole authority to adopt codes or amendments to said codes, as the Village deems necessary. 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 in this Agreement.

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 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 the 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 binding upon and inure to the benefit of

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

VILLAGE OF LISLE,
An Illinois Municipal Corporation

By: Joseph A. Buda
Mayor

ATTEST:

Timothy J. Seiden
Village Clerk
By Karin G. Amador
Deputy Village Clerk



LISLE WOODRIDGE FIRE DISTRICT,
An Illinois Municipal Corporation

By: [Signature]
President

ATTEST:

Laura R. Kogan
Secretary

EXHIBIT A

VILLAGE OF LISLE FIRE PREVENTION CODES

- A. 2003 NFPA 101 Life Safety Code (Title 4)
- B. 2003 International Residential Building Code (Title 4)
- C. 2003 International Fire Code (Title 4)
- D. 2003 International Building Code (Title 4)
- E. 2005 National Electric Code
- F. 2003 International Mechanical Code