

RESOLUTION NO. 2023-R-0062

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT WITH THE WEST CHICAGO FIRE
DISTRICT REGARDING CERTAIN CODE ENFORCEMENT MATTERS**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute an Intergovernmental Agreement by and between the West Chicago Fire District and the City of West Chicago, a copy of which is attached hereto and incorporated herein as Exhibit 1.

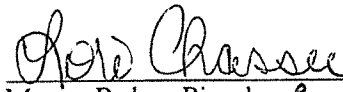
APPROVED this 7th ^{August} day of ~~July~~ 2023.

AYES: 13

NAYS: 0

ABSTAIN: 0

ABSENT: 0


Mayor ~~Ruben Pineda~~ *Pro Tem*
Atty Mayor

ATTEST:

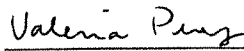

Executive Office Manager Valeria Perez

EXHIBIT 1

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF WEST CHICAGO
AND THE WEST CHICAGO FIRE PROTECTION DISTRICT

WHEREAS, the City of West Chicago and the West Chicago Fire Protection District (hereinafter referred to as the City and Fire District respectively) both possess the power to establish regulations regarding fire protection and fire safety within their respective boundaries; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/3 (1996), provides that any power or powers, privilege, or authority exercised or which may be exercised by a public agency may be exercised and enjoyed jointly with any other public agency of the State; and

WHEREAS, the governing bodies of both the City and Fire District desire to coordinate their enforcement of their legally adopted Building and Fire Codes to the greatest extent possible; and

WHEREAS, the City and the Fire District acknowledge that the public health, safety and welfare of the citizens of the City of West Chicago can best be served through a coordinated inspection program; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution, 1970, public bodies may enter into intergovernmental agreements whereby their powers may be shared.

NOW, THEREFORE, BE IT RESOLVED AND AGREED BETWEEN THE CITY AND THE FIRE DISTRICT, BOTH MUNICIPAL CORPORATIONS IN DUPAGE COUNTY, ILLINOIS, as follows:

1. The City and the Fire District shall coordinate their enforcement activities as they relate to matters concerning the construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of all buildings and structures within the City and shall apply these efforts to existing or proposed buildings and structures.
2. It shall be the responsibility of the City to issue building permits, collect fees pertaining to building construction, issue stop work orders, post structures, maintain inspection reports and issue certificates of use and occupancy. Any legal fees connected with the enforcement of the Building Codes shall be assumed by the City.
3. The City shall be responsible for the administration and enforcement of the adopted International Building Code as amended (hereinafter IBC), and further be responsible for providing the Fire District with one copy of all approved building plans of all non-residential buildings. Any fines collected by the City under this provision shall be retained by the City.
4. Unless otherwise rescinded in writing by the City, the Fire District shall be responsible for the administration and enforcement of the City-adopted International Fire Code as amended (hereinafter IFC). The Fire District may issue permits as specified in the IFC and collect fees associated with such permits. Any legal fees connected with the enforcement of the International Fire Code shall be assumed by the Fire District. In the event of non-compliance, notice of violation shall be issued on City forms, by the City, citing the City IFC provisions. Any fines collected on behalf through enforcement compliance shall be provided to and/or retained by the Fire District. For those cases where voluntary compliance is not achieved, the City will issue a Notice to Appear in its Administrative Adjudication Hearing to the property

owner and/or tenant who remains in violation of the IFC, and Fire District personnel will assist in providing expert and witness testimony to assist in the prosecution of those cases. Any fine collected through Administrative Adjudication shall be made payable to the Fire District. In the event the Administrative Adjudication Finding is appealed, or certification of the Finding is required for collection, any legal fees incurred by the City which are not collected from the property owner or tenant shall be paid to the City by the Fire District, within thirty (30) days of invoice for same. The City shall confer with the Fire District prior to expenditure of any legal fees following Administrative Adjudication.

5. The Fire District agrees to provide written comments for initial plan reviews within ten business days of receipt of the original plans from the City, and inspection services for the City for the Sections of the IBC pertaining to the following:
 1. Fire Service Features (e.g. fire apparatus access roads; fire protection water supply; et cetera)
 2. Special Detailed Requirements Based On Use and Occupancy (e.g. Storage, Use, and Handling of hazardous materials; high piled storage practices; et cetera)
 3. Fire and Smoke Protection Features (e.g. fire resistance; fire separation; et cetera)
 4. Fire Protection Systems (e.g. automatic sprinkler systems; smoke and heat removal; et cetera)
 5. Means of egress
 6. Membrane Structures
 7. Temporary Structures
 8. Automatic Vehicular Gates
 9. Photovoltaic Panels, Modules, and Alternative Power Systems
 10. Safeguards During Construction

Subsequent plan reviews shall be completed within five business days. Plan Review and Inspection fees for these listed services will be charged by the City to the building permit applicant in accordance with the Fee Schedule adopted by the Fire District. The City shall forward such payment to the Fire Protection District.

6. The City will not issue a Final Certificate of Occupancy for new or re-occupied nonresidential occupancies until it receives a final inspection report from the Fire District, which report shall be forwarded to the City within 48 hours of the request for a final inspection. All violations of the approved plans and permit shall be noted and it shall be the responsibility of the City to notify the holder of the permit of any discrepancies.
7. The City agrees to make inspections of existing buildings and structures within two business days upon the written request of the Fire District to assist in the enforcement of the IFC.
8. The City and Fire District shall cooperate to resolve interpretations, discrepancies or amendment to the IFC and any disagreements over the implementation of this Intergovernmental Agreement (or any matters that it covers). Should any interpretation, discrepancy or proposed amendment to the IFC or any disagreement over the interpretation of a term of this Intergovernmental Agreement (or any matters

that it covers) not be resolved between the personnel identified in #10 and #11 below, the matter will be presented to the City Administrator and Fire Chief for an attempted resolution. Should the matter not be resolved between the City Administrator and Fire Chief, the position of the City shall be adopted by the Parties.

9. Changes in the IBC and IFC as they relate to the items listed in Section 5 of this Agreement shall only be made with the concurrence of the other party and legally adopted by an amending ordinance.
10. The City designates its Chief Building Official or his designee as the employee responsible for administering and enforcing this Agreement.
11. The Fire District designates its Fire Marshall or his designee as the employee responsible for administering this Agreement.
12. The City and the Fire District agree to work cooperatively on the sharing of information related to properties regulated by either Party within the boundaries of the City and upon written request by either Party.
13. The City and the Fire District agree to work cooperatively to better serve the citizens. Any costs associated with improvements may be shared in a manner that is fair, equitable, and agreed upon by both Parties.
14. Each Party to this Agreement shall indemnify and hold harmless the other Party, together with their respective officials, officers, employees and agents, from and against any and all third-party litigation or claims arising out of each Party's own actions or inactions related to the fire inspection program as set forth in this Agreement.
15. All notices concerning this Agreement shall be in writing and addressed to the other Party as follows:

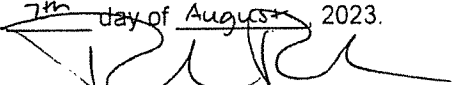
If to the City: City of West Chicago
Attention: City Administrator Michael Guttman
475 Main Street
West Chicago, IL 60185

If to the District: West Chicago Fire Protection District
Attention: Fire Chief Patrick Tanner
200 Fremont Street
West Chicago, IL 60185

Delivery may be by personal delivery, or certified mail, return receipt requested. Delivery will be deemed made upon proof of receipt.


15. This Intergovernmental Agreement may be terminated by either Party hereto by the giving of thirty (30) days written notice to the governing body of the respective local government unit. This agreement shall be in full force and effect after its passage by the City Council and by the Fire District Board of Trustees and the affixing of the signatures of the appropriate officials of those Parties to this agreement.

PASSED AND APPROVED by the City Council on the 7th day of August, 2023.


MAYOR

ATTEST: Valeria Perry
EXECUTIVE OFFICE MANAGER

PASSED AND APPROVED by the Fire District Board of Trustees on the 24 day of August, 2023.


FIRE DISTRICT PRESIDENT

ATTEST: [Handwritten Signature]
FIRE DISTRICT SECRETARY