

**A RESOLUTION
AUTHORIZING THE APPROVAL AND EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
VILLAGE AND THE HAMPSHIRE TOWNSHIP FIRE PROTECTION
DISTRICT FOR PLAN REVIEW AND INSPECTIONS FOR COMMERCIAL
AND/OR INDUSTRIAL BUILDINGS IN THE VILLAGE**

WHEREAS, the Village of Hampshire is generally responsible for the issuance of permits to allow for construction of new commercial and industrial buildings in the Village; and

WHEREAS, the Village does not maintain and operate a fire department; and

WHEREAS, properties within the Village of Hampshire are provided fire protection services by the Hampshire Township Fire Protection District, and other such districts, organized and operated under the Illinois Fire Protection District Act, 70 ILCS 705/0.01 et seq.;; and

WHEREAS, the Village has adopted certain regulations related to fire protection, to wit: i) the International Code Council Fire Code (2018 Edition), subject to certain amendment and/or exceptions, and, ii) the National Fire Protection Association Standards including NFPA 101-Life Safety Code, subject to certain amendments and/or exceptions; see Hampshire Municipal Code, Ch. 5: Building, Article 5: Fire Code and Article 14: Life Safety; and

WHEREAS, the Hampshire Fire Protection District is willing and desires to make plan reviews and inspections for all commercial and industrial properties located within the Village of Hampshire in relation to such Fire Code and Life Safety Standards; and

WHEREAS, it is proposed that the Village and the Fire Protection District enter into an appropriate Inter-governmental agreement regarding such plan reviews and inspections at this time; and

WHEREAS, the Village and the Fire Protection District are authorized to enter into agreements for cooperation on such matters by Article VII Section 10 of the Illinois Constitution of 1970, the Illinois Inter-Governmental Cooperation Act (5 ILCS 220/1 et seq.), and the Illinois Municipal Code (625 ILCS 5/11-1-7).

WHEREAS, the Corporate Authorities have reviewed the proposed Intergovernmental Agreement and deem it advisable to enter into such agreement with the Fire Protection District for plan reviews and inspections regarding commercial and industrial buildings located in the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. The proposed Intergovernmental Agreement by and between the Village of Hampshire and the Hampshire Township Fire Protection District concerning Plan Reviews and Inspections Related to Fire Code Regulations and Life Safety Standards Applicable to Commercial and Industrial Buildings in the Village shall be and is hereby approved.

Section 2. The Village Manager is authorized and directed to execute the Agreement, in substantially the form as attached hereto and subject to such corrections and/or modifications that may be approved by him after consultation with the Village Attorney; and to deliver the executed document to the Hampshire Township Fire Protection District, after first receiving an executed original from the District.

Section 3. The Village Attorney shall be and is authorized to make minor corrections or modifications to said agreement as necessary or advisable prior to and for the purpose of execution thereof by the parties.

Section 4. The recitals set forth above are hereby made a part of this Resolution.

Section 5. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this 16 day of February, 2023.

AYES: Fodor, Kelly, Mott, Pollastrini and Robinson

NAYS: _____

ABSTAIN: _____

ABSENT: Koth

APPROVED this 16 day of February, 2023.



Michael J. Reid, Jr.
Village President

ATTEST:



Linda Vasquez
Village Clerk

RESOLUTION 23-07

C. Naab

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG THE HAMPSHIRE FIRE PROTECTION DISTRICT, AND THE VILLAGE OF HAMPSHIRE CONCERNING PLAN REVIEWS AND INSPECTIONS RELATED TO FIRE CODE REGULATIONS AND LIFE SAFETY STANDARDS APPLICABLE TO COMMERCIAL AND INDUSTRIAL BUILDINGS IN THE VILLAGE

WHEREAS, the Hampshire Fire Protection District, pursuant Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1), may by resolution, enter into agreements with other governmental bodies; and

WHEREAS, the Village of Hampshire is generally responsible for the issuance of permits to allow for construction of new commercial and industrial buildings in the Village; and

WHEREAS, the Village does not maintain and operate a fire department; and

WHEREAS, properties within the Village of Hampshire are provided fire protection services by the Hampshire Fire Protection District, and other such districts, organized and operated under the Illinois Fire Protection District Act, 70 ILCS 705/0.01 et seq.; and

WHEREAS, the Village has adopted certain such regulations, to wit: i) the International Code Council Fire Code (2018 Edition), subject to certain amendment and/or exceptions, and, ii) the National Fire Protection Association Standards including NFPA 101-Life Safety Code, subject to certain amendments and/or exceptions; see Hampshire Municipal Code, Ch. 5: Building, Article 5: Fire Code and Article 14: Life Safety; and


WHEREAS, the Hampshire Fire Protection District is willing and desires to make plan reviews and make inspections for all commercial and industrial properties located within the Village of Hampshire; and

NOW, THEREFORE, BE IT RESOLVED BY THE HAMPSHIRE FIRE PROTECTION DISTRICT:


1. That the HAMPSHIRE FIRE PROTECTION DISTRICT enter into an IGA with the VILLAGE OF HAMPSHIRE to perform plan reviews and make inspections for all commercial and industrial properties located within the Village of Hampshire, a copy of which is attached hereto is hereby approved.
2. That the Fire Chief, is hereby authorized to execute this IGA in substantially the same form as the IGA attached hereto, and any amendments thereto that do not alter the amounts or substantive terms of the IGA described in this resolution.

PASSED AND ADOPTED at a regular meeting of the Hampshire Fire Protection District, Kane County, Illinois, February 8, 2023.

Hampshire Fire Protection District



Tim Thompson, President

Attest 

Brian Pechtold, Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HAMPSHIRE AND THE HAMPSHIRE
FIRE PROTECTION DISTRICT CONCERNING PLAN REVIEWS AND
INSPECTIONS RELATED TO FIRE CODE REGULATIONS AND LIFE SAFETY
STANDARDS APPLICABLE TO COMMERCIAL AND INDUSTRIAL BUILDINGS
IN THE VILLAGE**

THIS AGREEMENT made by and between the Village of Hampshire, an Illinois Municipal organization, 234 South State Street, Hampshire, IL (the "Village"), and the Hampshire Fire Protection District, an Illinois fire protection district, 202 Washington Avenue, Hampshire IL (the "District").

WHEREAS, the Village of Hampshire is generally responsible for the issuance of permits to allow for construction of new commercial and industrial buildings in the Village; and

WHEREAS, the Village does not maintain and operate a fire department; and

WHEREAS, properties within the Village of Hampshire are provided fire protection services by the Hampshire Fire Protection District, and other such districts, organized and operated under the Illinois Fire Protection District Act, 70 ILCS 705/0.01 et seq.; and

WHEREAS, the Village has adopted certain such regulations, to wit: i) the International Code Council Fire Code (2018 Edition), subject to certain amendment and/or exceptions, and, ii) the National Fire Protection Association Standards including NFPA 101-Life Safety Code, subject to certain amendments and/or exceptions; see Hampshire Municipal Code, Ch. 5: Building, Article 5: Fire Code and Article 14: Life Safety; and

WHEREAS, the Hampshire Fire Protection District is willing and desires to make plan reviews and make inspections for all commercial and industrial properties located within the Village of Hampshire; and

WHEREAS, the Village and the Fire Protection District are authorized to enter into this Agreement by Article VII Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and the Illinois Municipal Code (625 ILCS 5/11-1-7).

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Village of Hampshire shall refer to the Hampshire Fire Protection District for review under Hampshire Municipal Code, Ch. 5: Building; Article 5: Fire Code and Article 14: Life Safety, all plans for construction of all new commercial or industrial buildings and, for alterations, expansion, rehabilitation, or remodeling of any such building, on properties located in the Village.

2. The Hampshire Fire Protection District shall review any and all such plans referred to the District under Par. 1 above, and shall promptly report to the Village the results of such plan review.

For purposes of this Paragraph, “promptly” shall generally mean not later than ten (10) business days after such referral.

3. Hampshire Fire Protection District shall promptly make such inspections as a called for and/or otherwise necessary or advisable under Hampshire Municipal Code, §5-5-1 and §5-14-1, and shall report the results of same to the Village. For purposes of this Paragraph, “promptly” shall mean by the end of the second business day following a request for inspection, for any request received by the District not later than 4:00 p.m.

4. For its work on such plan review and inspections, the District will be entitled to be paid and the Village shall pay to District a sum equal to 80% of the fee charged by the Village to an applicant for permit for plan review and inspections related to the International Fire Code and to the NFPA Standards, 101-Life Safety Code. The current fee schedule is attached as Exhibit A; and it is understood and agreed that the fee schedule may be modified by the Village from time to time hereafter. For any such modification, the Village shall promptly notify the District of an adopted change.

5. The Hampshire Fire Protection District shall invoice the Village for any and all plan reviews and/or inspections made pursuant to this Agreement. All such invoices shall be delivered to the Village not later than thirty (30) days after completion of the work. The Village shall thereafter remit payment to the District in accordance with the Illinois Local Government Prompt Payment Act.

6. The parties acknowledge and agree that the Village has employed SAFEbuilt LLC to perform its building department functions, including but not limited to plan review; permit issuance; inspections; and code enforcement; and further, SAFEbuilt utilizes a software program identified as CommunityCore for such purposes. The District shall coordinate with the Village and SAFEbuilt for utilization of the CommunityCore program for its functions and duties under this Agreement.

7. The parties acknowledge and agree that the Village may from time to time modify the fire code regulations and life safety standards to be applied to commercial and/or industrial buildings in the Village; and further, that the Village may from time to time consider and allow variations and/or waivers of said regulations or standards. The parties agree that, in either case, before its approval of any amendment, variation or waiver, the Village will give to the District at least seven (7) days prior written notice of the proposed amendment, variation, or waiver (as the case may be), and allow the District to comment on same. In addition, the Village will promptly notify the District of the Village’s final decision regarding any such proposal.

8. Notwithstanding anything else contained in this Agreement, the authority to issue building permits, to assess a fee or fees therefor, and to enforce the provisions of its Building Regulations, for any property located within the Village shall at all times remain with the Village. Provided, the District shall at the request of the Village provide such witness(es), testimony and/or evidence reasonably necessary to prosecute any enforcement action initiated by the Village in relation to the matters described in Pars. 1 – 3 above.

9. Miscellaneous Provisions:

- a) Approval. Each Party shall take such steps as are necessary under the law to approve of, and to authorize the execution and delivery of, this Agreement. Each shall deliver to the other a certified copy of a Resolution authorizing approval of this Agreement and enacted

by its Board of Trustees, promptly after enactment. The “Effective Date” of this Agreement shall be the date of enactment of the second such Resolution approving this Agreement.

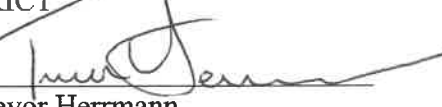
- b) **Employee Compensation.** Each Party shall be solely responsible for any wages, compensation, benefits or insurance coverage, including but not limited to health and/or Workers Compensation coverage, for its respective officers, agents, and/or employees during the time of this Agreement.
- c) **Insurance; Indemnification; Sole Responsibilities.** Each party shall maintain insurance through an Illinois Licensed Insurance Company, covering its general liability, in an amount not less than \$3 million. Upon request, each party shall provide to the other a certificate of such insurance.
- d) **Freedom of Information.** Each Party agrees to provide to the other Party, after notice, and within sufficient time to allow the other Party to timely respond to any request for information duly filed with it pursuant to the Illinois Freedom of Information Act, any documents so requested. Should any Party fail to timely provide any such documents after such notice, so as to result in any fine, penalty, attorney fees, and/or court costs being imposed against the other Party as a result, or copy costs being absorbed without reimbursement, such Party shall be liable to the other Party to pay or to reimburse the amount of any such fine, penalty, copy fees, attorney fees, and/or court costs so imposed, or such copy costs.
- e) **Excusable Delays.** Non-performance of any of the obligations of either party under this Agreement due to delays beyond its reasonable control shall not be considered a breach of this Agreement.
- f) **Entire Agreement.** Each Party acknowledges that this Agreement is the complete and exclusive statement of the Agreement between the parties, and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly approved by each Party and thereafter executed by both parties.
- g) **Governing Law/Venue.** This Agreement and the performance hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Any and all proceedings relating to the subject matter hereof shall be maintained in the Circuit Court of Kane County of the State of Illinois, which court shall have exclusive jurisdiction for such purpose.
- h) **Enforceability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

- i) No Assignment. Neither party may without the prior written consent of the other, assign this Agreement or any of its rights, duties or obligations hereunder in whole or in part, to any person or entity.
- j) No Waiver. The waiver or failure of either Party to exercise in any respect any right provided herein shall not be deemed a waiver of any further right hereunder
- k) Notices.
 - (i) Any notice provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given only if personally delivered or deposited in the official United States mail, postage paid and registered or certified, with return receipt requested, or via a reputable overnight mail carrier addressed as follows:
 - If to Hampshire: Village of Hampshire
234 South State Street
P.O. Box 457
Hampshire, IL 60140-0457
Attn: Village Manager
 - If to District: Hampshire Fire Protection District
202 Washington Avenue
Hampshire, IL 60140
Attn: Chief
 - (ii) All notices shall be effective upon the date of personal delivery, the day after mailing if sent by overnight mail, or the date of receipt on the return receipt of the notice on behalf of the addressee thereof. Rejection or other refusal to accept a notice or the inability to deliver the same because of changes address of which no notice was given as provided herein shall be deemed to be receipt of the notice sent.
 - (iii) By giving the other Party at least 10 days written notice thereof, any Party shall have the right, at any time or from time to time, to change its or his address for notice under this Section.
- l) Termination. Either party may terminate this Agreement upon thirty (30) days written notice to to the other, for any reason or no reason.

VILLAGE OF HAMPSHIRE

By: 
Jay Hedges
Village Manager

HAMPSHIRE FIRE PROTECTION DISTRICT

By: 
Trevor Herrmann
Fire Chief