

INTERGOVERNMENTAL AGREEMENT

Instrument Book Page
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This Intergovernmental Agreement is made and entered into by and between the Village of Elsau, Jersey County, Illinois, herein referred to as "Village", and Jersey County, Illinois, herein referred to as "County" undersigned parties as of the date it is duly executed by the authorized officers of each of the parties after having been approved by the governing body of each party in accordance with the law applicable to each party, as follows:

WHEREAS, The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to enter into intergovernmental agreements and agree or otherwise associate among themselves in any manner not prohibited by law or ordinance; 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 a unit of local government may be exercised and enjoyed jointly with any other unit of local government pursuant to agreement; 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 other public agencies to perform any governmental services, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform, provided that such agreement shall be authorized by the governing body of each party to the agreement; and

WHEREAS, Village is a municipality organized and operating under the Illinois Municipal Code (65 ILCS 5) and County is a county organized and operating under the Illinois Counties Code (55 ILCS 5); and

WHEREAS, Village has passed an ordinance adopting by reference certain nationally recognized codes (referred to herein as the "Codes") to regulate construction and other matters within the Village which codes include the 2006 International Building Code, the 2006 International Residential Code, the 2006 International Existing Building Code, the 2006 International Mechanical Code, the 2006 International Fuel Gas Code, the 2009 Energy Conservation Code, the 2006 International Fire Code, the 2005 National Electrical Code (NFPA 70), and the 2004 Illinois Plumbing Code; and

WHEREAS, County has previously adopted the foregoing codes which apply in the unincorporated portions of the County and County has a County Code Administrator who administers and enforces the codes adopted by County; and

WHEREAS, County has the ability, by its County Code Administrator, to administer and enforce within Village the Codes which have been adopted by Village to regulate construction within Village and County is willing to undertake the administration and enforcement of Village's Codes under the terms and provisions of this Agreement; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement; and

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. **Purpose**. The purpose of this Agreement is to embody the terms and provisions pursuant to which County will undertake to administer and enforce for Village the codes adopted by Village.

Section 2. **Incorporation of Recitals & Findings**. Each of the recitals and findings set forth in the preamble to this Agreement are expressly incorporated herein and made a part of this Agreement.

Section 3. **Services**. From and after Jan 10, 2012 2012, County agrees that it will provide administration and enforcement of Village's Codes. County's services will include all aspects of administration including processing of building permit applications and the issuance of building permits, issuance of occupancy permits, performance of building inspections, and investigation and enforcement of violations of the Codes. County will not be responsible for property maintenance inspection or enforcement or for nuisance abatement enforcement. County will provide Village with a report of its services on a not less than monthly basis. Building permit applicants will be required to provide County with a Certificate of Appropriateness issued by Village's Zoning Board showing approval of any construction with respect to property located within "Historic Elsay" which is subject to the provisions of Ordinance 190, as amended, being the Historical and Preservation

Ordinance of the Village of Elsau prior to the issuance of any building permit.

Section 4. **Term.** The term of this Agreement will be One year(s) commencing Jan 10, 2012, 2012. Unless notice of termination is given as hereinafter provided, this Agreement will renew for a successive like term and, thereafter, will renew automatically for successive like terms until terminated as hereinafter provided.

Section 5. **Fees.** County's Code Administrator shall be entitled to charge applicants for building permits, occupancy permits and other permits or for inspections within Village at the same rate as County charges in the areas under its jurisdiction where its codes are in force. County will be entitled to retain all such fees collected from such services and activities. Village will be entitled to separately charge and collect additional fees for such permits and inspections in accordance with a fee schedule adopted by Village, for permits and inspections within Village. County will not be responsible for administering, charging, or collecting such fees imposed by Village.

Section 6. **Termination.** Either party to this Agreement may terminate the Agreement upon at least 180 days' written notice to the other party. From and after the termination date, neither party will have any further obligation hereunder, except as to matters which are then in process, in which case, as to those matters, the parties will continue under the terms of this Agreement as to those specific matters until same are concluded.

Section 7. **General Terms.** This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto, provided, however, that this Agreement may not be assigned by a party without prior written consent of the parties hereto. This Agreement shall be governed by and construed under the laws of the State of Illinois. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order. This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

In witness whereof, the parties, by their undersigned duly authorized officers do execute this Intergovernmental Agreement as of the dates below written, the last of which will be the effective date of this Agreement.

JERSEY COUNTY, ILLINOIS

BY: *James Holzig*
Chair, Jersey County Board

ATTEST: *Styl 2 PM*
Clerk, Jersey County

DATE: 1-10-2012

VILLAGE OF ELSAH, ILLINOIS

BY: *Lyns Bunting*
President

ATTEST: *Bronna Gates*
Clerk, Village of Elsay

DATE: 1/13/2012