

**INTERGOVERNMENTAL COOPERATION AGREEMENT
REGARDING CONSTRUCTION PERMITTING AT 22W327 (NOW 615) AHLSTRAND
BETWEEN DUPAGE COUNTY AND THE VILLAGE OF GLEN ELLYN**

This Agreement is made between the County of DuPage, DuPage County, Illinois (the "County"), and the Village of Glen Ellyn (the "Village"), a home rule municipal corporation. The County and the Village are sometimes referred to individually as a "Party" and collectively as the "Parties." In consideration of the foregoing and the mutual promises contained in this Agreement, the County and the Village agree to the terms in this Agreement.

I. Background.

A. Article VII, § 10, of the Constitution of the State of Illinois, and state statutes encourage and permit intergovernmental cooperation between units of local government.

B. The Owner of the subject property submitted building permit applications to the County prior to the annexation of the property by the Village, effective January 1, 2023.

C. The Village has agreed with the property owner that the requirements of the County Zoning and Building Codes are applicable to the construction being done, and hereby delegates authority to the County to complete the inspection and permitting process and to issue occupancy permits due to the expertise of the County regarding its codes.

D. Based on the efficiencies and benefits of the work already performed by the County, Village deems it to be in its best interest to delegate to and authorize the County to finish the work that the County has performed, including plan review and inspections to date, and that the County has collected fees and escrows to perform the work.

II. Indemnity.

A. The Village, at its sole discretion and cost, shall hold harmless and indemnify the County shall indemnify to the extent allowed by law, hold harmless, and defend the County, its officials, employees, or agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expenses of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the negligent and/or willful acts or omissions of its employees, agents and contractors in their performance under this Agreement.

C. Pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/3, the Parties are authorized to transfer any power, privilege, or obligation to another unit of local government. Upon execution of this Agreement, the County shall have and assume jurisdiction over the permitting process for all permit applications for 22w327 (now 615) Ahlstrand, submitted prior to January 1, 2023, under the County Zoning and Building Codes, including the issuance of temporary occupancy permits.

V. Miscellaneous Provisions.

A. Term. The term of this Agreement shall run until completion of the permitting process for all permit applications submitted to the County prior to January 1, 2023.

B. No Assignment. No Party may assign any rights or duties under this Agreement without the prior express written consent of the other Party.

C. Successors. This Agreement shall be binding upon the successors of the Parties' respective governing boards.

D. Relationship of the Parties; No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to consider any Party or its respective employees, volunteers, or

agents as the agents or employees of any other Party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the County and the Village. Notwithstanding any provision to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the County or the Village.

F. Entire Agreement. This Agreement, including Exhibit A, shall constitute the entire agreement of the Parties with respect to the matters contained in this Agreement and this Agreement supersedes all prior agreements and understandings, whether written or oral, formal, or informal.

G. Notice. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective upon personal delivery or on the third day after mailing by first class mail, registered, or certified mail, postage prepaid, or on the next day after mailing by a national overnight courier, addressed to:

To the Village:
Attention: Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

To the County:
Attention: Building and Zoning Department
DuPage County
421 County Farm Road
Wheaton, Illinois 60187

Either Party may change the person or address to which such notices are to be given by giving prior written notice to the other party in accordance with this Section.

G. Exhibits. Exhibits A is incorporated into and made part of this Agreement.

H. Amendments. This Agreement may not be amended except by means of a written document signed by authorized representatives of both Parties and dated a date after the Effective Date of this Agreement.

I. Compliance with Law. The Parties shall comply with all applicable local, county, State, and federal laws, and regulations.

J. Authority to Execute. Each of the Parties warrants and represent that the persons executing this Agreement on its behalf have been properly authorized to do so.

K. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State, or County holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State, or County holiday.





L. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in DuPage County, Illinois, or the federal district court for the Northern District of Illinois. In the event either Party is required to resort to the courts to satisfy the provisions of this Agreement, the prevailing party shall be entitled to secure its reasonable attorneys' fees and costs from the non-prevailing party.

M. No Waiver. The failure of either Party to insist upon the performance of any terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

N. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

O. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

P. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

VILLAGE OF GLEN ELLYN By:  Its:  Attest:   Village Clerk, Deputy Dated: <u>March 14, 2023</u>	DUPAGE COUNTY, ILLINOIS By: _____ Its: _____ Attest: _____ County Clerk Dated: _____
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