

**Resolution No. 14-20**

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE  
APPROVING AN INTERGOVERNMENTAL AGREEMENT  
REGARDING FIRE PROTECTION DISTRICT IMPACT FEES**

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

*Section 1.* The Intergovernmental Agreement Regarding Fire Protection District Impact Fees Between the Village of East Dundee and the East Dundee and Countryside Fire Protection (attached hereto as EXHIBIT A) shall be and hereby is approved.

*Section 2.* The Village President and Village Clerk shall be and are hereby authorized to execute EXHIBIT A on behalf of the Village.

*Section 3.* This resolution shall take full force and effect upon its passage and approval as provided by law.

*Passed* by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 14th day of September, 2020.

AYE: Trustees Lynam, Selep, Wood, Mahony, Andresen and Kunze

NAYS: None

ABSENT: None

**APPROVED:**



\_\_\_\_\_  
Village President

*Attest:*

  
\_\_\_\_\_  
Village Clerk

**INTERGOVERNMENTAL AGREEMENT REGARDING  
FIRE PROTECTION DISTRICT IMPACT FEES**

This **INTERGOVERNMENTAL AGREEMENT REGARDING FIRE PROTECTION DISTRICT IMPACT FEES** ("Agreement") is made by and between the Village of East Dundee, an Illinois home rule municipal corporation ("Village"), and the East Dundee and Countryside Fire Protection District, a body politic and corporate ("District"), this 15th day of September, 2020.

**RECITALS**

**WHEREAS**, the Village is an Illinois home rule municipal corporation organized and operating pursuant to the laws of the State of Illinois; and

**WHEREAS**, the District is a body politic and corporate organized and operating pursuant to the laws of the State of Illinois; and

**WHEREAS**, units of local government, including the Village and the District, may contract and associate among themselves pursuant to Article VII, Section 10 of the Illinois Constitution, 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Village finds that the health, safety and general well-being of the community depends in part on the availability of high quality fire prevention, response and suppression by the District; and

**WHEREAS**, the Village of East Dundee Village Code ("Village Code") requires developers of property in the Village to make a contribution of land or an impact fee in lieu thereof to the District for the purpose of assisting the District in accommodating the specific and unique impacts that the development will have upon the District and its ability to protect the public's health, safety and welfare; and

**WHEREAS**, the Village may enter into annexation agreements wherein a specific sum for District impact fees may be agreed upon; and

**WHEREAS**, the Village and the District recognize that requirements for contributions have, under certain circumstances, been subject to legal challenge;

**NOW, THEREFORE, IT IS AGREED** between the Village of East Dundee and the East Dundee and Countryside Fire Protection District as follows:

1. The Village may, in its sole and absolute discretion, amend or repeal the Village Code provisions which relate to contributions of land or impact fees in lieu thereof payable to the District ("Impact Fee Ordinance") and the District has no vested rights in the Impact Fee Ordinance. The District acknowledges that, except as otherwise provided in the Impact Fee Ordinance, the Village is not obligated to cause the payment

of any money to the District. The District acknowledges that the Village may waive any payments otherwise required to the District under the Impact Fee Ordinance.

2. (A) Except as otherwise provided herein, in the event any claim, demand or lawsuit is brought against the Village challenging the validity of the Impact Fee Ordinance or an annexation agreement as it directly benefits the District and/or contributions of land or payments made to the District in lieu thereof pursuant to the Impact Fee Ordinance or annexation agreement ("Claim"), the District agrees to protect, defend, indemnify and save the Village and its officials, employees and agents harmless from and against any and all loss, damage, cost, claim, expense or liability, including attorneys' fees and court costs, arising out of, or in connection with, payment, collection, receipt, refund or expenditure of said contributions as they relate to the District.

(B) The District, at its option, may elect to appear and/or defend the Claim, or tender the defense to the Village. If the District elects to appear and/or defend, the Village may also be represented by an attorney selected by the Village. In any event, the District shall reimburse the Village for the costs of defense, including reasonable attorneys' fees. If the District tenders the defense to the Village, the Village and the District shall select an attorney by mutual agreement. If such agreement is not reached in a timely manner, then the Village shall select the attorney.

(C) The Village and the District will cooperate in connection with such Claim. The Village shall retain the sole right to approve a reasonable settlement of a Claim, and the Village's approval of a settlement shall not be unreasonably withheld.

(D) In the event that a final and nonappealable judicial determination is made by a court of competent jurisdiction that contributions received by the District under the Impact Fee Ordinance are, in whole or in part, excessive or otherwise unlawful, the District shall promptly repay said amount to the person who procures such a judgment, together with all other amounts judged by the court to be owing from the District or the Village related thereto.

3. The Village shall use its reasonable best efforts to give the District notice of new developments within the incorporated limits of the Village and, unless the District impact fee has been waived by the Village:

(A) The District shall timely calculate the impact fee based on the Impact Fee Ordinance or the District shall advise the Village if it requests a contribution of land in lieu of an impact fee.

(B) The District shall bill the developer of the new development directly for the District's portion of the impact fees.

(C) Upon receipt of payment from the developer, the District shall timely provide a receipt to the developer for payment of the impact fees.

(D) The Village shall withhold issuance of a building permit until the impact fees have been paid to the District and receipt has been issued.

(E) The District shall use the impacts fees received only for the purposes allowed under the Impact Fee Ordinance.

4. The District shall conduct a needs assessment pursuant to Section 159.05(A) of the Village Code, as amended from time to time, for the District's portion of the impact fees, no less than every three (3) years. The District shall provide the Village a written copy of the needs assessment promptly after it is complete.

5. The District or the Village may terminate this Agreement upon no less than ninety (90) days' written notice delivered to the other party, which notice shall be effective as the date of the delivery to the other party. In such event, the parties' obligations under this Agreement shall cease ninety (90) days from the effective date of said notice, except as to any loss, damage, cost, claim, expense or liability, including attorneys' fees, arising out of, or in connection with, the payment, collection, receipt, refund, or expenditure of said contributions, and arising prior to ninety (90) days from the effective date of said notice, which shall survive the termination of this Agreement.

6. This Agreement shall remain in force and effect until terminated pursuant to Section 4. above.

7. The Recitals of this Agreement are hereby adopted as if fully set forth herein.

8. This Agreement shall not be altered or codified except by a written agreement signed by the parties hereto.

9. The terms of this Agreement shall bind, and inure to the benefit of, the parties hereto and their agents, successors and assigns. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.


10. If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall affect no provision of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are to be severable.

11. It is expressly understood and agreed that the indemnification covenants contained herein shall not apply to claims, demands or suits which may arise resulting from any type of willful or criminal or grossly negligent misconduct by the Village, its officers or employees.

**APPROVED AND AGREED:**

**EAST DUNDEE AND COUNTRYSIDE  
FIRE PROTECTION DISTRICT**

By: Mark Hutz

Attest: 

**VILLAGE OF EAST DUNDEE**

By: 

Attest: Domenico Kelly