

**INTERGOVERNMENTAL AGREEMENT
FOR
ADMINISTRATIVE ADJUDICATION HEARINGS
FOR THE VILLAGE OF LINDENHURST, ILLINOIS**

This Agreement made and entered into this 23rd day of September, 2013 by and between the County of Lake, a body politic and corporate hereinafter referred to as the “COUNTY”, and the Village of Lindenhurst, a municipal corporation within the boundaries of the County of Lake, hereinafter referred to as the “VILLAGE” (collectively the COUNTY and the VILLAGE are referred to as the “Parties”).

WHEREAS, both the COUNTY and the VILLAGE are governmental agencies of the State of Illinois vested with the authority to conduct administrative adjudication of ordinance violations; and

WHEREAS, both the COUNTY and the VILLAGE are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/5, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, the COUNTY has entered into a contract with a hearing officer and currently holds monthly administrative hearings and such contract between the COUNTY and the hearing officer provides that other municipalities will be allowed to hold administrative hearings in conjunction with the COUNTY’s hearing time; and

WHEREAS, the COUNTY currently conducts administrative adjudication hearings through the Planning, Building and Development Department (the “DEPARTMENT”) at the Lake County Central Permit Facility in Libertyville, Illinois; and

WHEREAS, the VILLAGE has passed an ordinance authorizing administrative adjudication of certain VILLAGE ordinances; and

WHEREAS, the VILLAGE is desirous of contracting with the COUNTY to adjudicate its administrative ordinance violations using the COUNTY’s administrative hearing forum; and

WHEREAS, the COUNTY, the DEPARTMENT and the hearing officer can provide said services.

NOW THEREFORE, in consideration of the foregoing recitals, which are fully incorporated herein as though fully set forth, and the covenants contained herein the Parties hereby agree and covenant as follows:

Section I.

The COUNTY agrees to:

1. Provide the VILLAGE one regular hearing time per month before the hearing officer under contract with the COUNTY. The time and date of hearing will be as mutually agreed upon between the DEPARTMENT and the VILLAGE.
2. Provide a person to act as clerk at the hearing, performing the following functions:
 - a. Call cases;
 - b. Manage the docket for the hearing officer;
 - c. Complete orders as entered by the hearing officer;
 - d. Organize the paperwork from the VILLAGE cases and transfer it to the VILLAGE representative at the hearing;
3. At the request of the VILLAGE and as agreed to by the Parties on a case by case basis, provide a person to act as Village representative at the hearing when the DEPARTMENT is involved in the issuance of a building code or zoning code violation, as provided for in the Intergovernmental Agreement for Building Code Enforcement, Inspection, Development Review and Other Related Contract Services entered into by the Parties.
4. Provide the VILLAGE at least thirty (30) days notice of the cancellation of the hearing process. In the case that the COUNTY only receives thirty (30) days notice from the hearing officer, the COUNTY will notify the VILLAGE as soon as practicable.
5. Provide to the VILLAGE a copy of any notices received from the hearing officer.
6. On or before the 15th day of each month, provide to the VILLAGE a written activity report and bill for services performed under this Agreement for the preceding month.

Section II.

The VILLAGE agrees to:

1. At each hearing, provide the following staff:
 - a. at least one person who has authority to proceed with the enforcement or prosecution of its ordinance violations, unless otherwise provided in Section 1, paragraph 3; and
 - b. at least one person who will be responsible for accepting all of the VILLAGE's paperwork from the hearings and has authority to collect monies or other forms of payment resulting from the hearing process.

If such staff is not provided, the VILLAGE will not be able to proceed with the adjudication of its ordinance violations at that hearing.

2. At each hearing, provide to the clerk a copy of all of the paperwork for each case to be called at such hearing.

3. Prior to setting any matters for adjudication before the hearing officer, provide to the hearing officer a copy of all ordinances to be enforced and all necessary information or training on the ordinances which it may bring forward for adjudication.
4. Provide to the hearing officer and the COUNTY, at least five (5) days in advance of the hearing, or at such time as the hearing officer requests, all paperwork on matters which it will present at the next hearing. All paperwork will be provided in the format determined by the hearing officer.
5. Handle all paperwork related to the administrative adjudication process, except for those functions which the COUNTY will provide through the clerk as provided for in Section 1, paragraph 2.
6. Pay to the COUNTY \$80 for each case the VILLAGE sends to the hearing officer for administrative adjudication. This includes cases sent for administrative adjudication regardless of whether they are brought to hearing. A case shall be defined as all ordinance violations cited on one date against one respondent. Respondents with citations on multiple dates or citations against multiple respondents will be considered separate cases.
7. Pay the COUNTY and/or hearing officer all costs incurred in the event a VILLAGE's case is appealed. This includes, but is not limited to, all costs for transcription, certification, and production of paper or electronic record documentation.
8. Make full payment to the COUNTY within thirty (30) days of billing.

Section III.

Both Parties agree that:

1. All hearings will take place at the Lake County Central Permit Facility, 500 Winchester Road, Libertyville, Illinois. The location of the hearings can be changed at the sole discretion of the COUNTY with a minimum of thirty (30) days written notice to the VILLAGE.
2. The COUNTY will not be considered the official keeper of the records for cases sent to administrative adjudication by the Village.
3. Either Party may terminate this Agreement by providing 30 days advanced written notice to the other party.
4. All notices to the COUNTY shall be sent to:

Matthew Meyers
Central Permit Facility
Planning, Building and Development Department
500 Winchester Road
Libertyville, IL 60048

All notices to the VILLAGE shall be sent to:

Matthew Formica
2301 E. Sand Lake Road
Lindenhurst, IL 60046

5. The VILLAGE agrees to defend itself in any actions or disputes brought against the VILLAGE arising out of, relating to, in connection with, or as the result of this Agreement or any proceedings provided hereunder and to defend and to indemnify and hold the COUNTY and DEPARTMENT harmless and free from liability of any kind resulting from the acts or conduct of the VILLAGE and its employees, agents, or representatives arising out of, relating to, in connection with, or as a result of this Agreement or any proceedings provided hereunder, except and to the extent the action or dispute arises out of or is caused solely by the gross negligence or willful misconduct of the COUNTY, or any of the COUNTY or DEPARTMENT employees, agents, or representatives. The COUNTY agrees to defend itself in any actions or disputes brought against the COUNTY arising out of, relating to, in connection with, or as the result of this Agreement or any proceedings provided hereunder and to defend and to indemnify and hold the VILLAGE harmless and free from liability of any kind resulting from the acts or conduct of the COUNTY and its employees, agents, or representatives arising out of, relating to, in connection with, or as a result of this Agreement or any proceedings provided hereunder, except and to the extent the action or dispute arises out of or is caused solely by the gross negligence or willful misconduct of the VILLAGE, or any of the VILLAGE employees, agents, or representatives.
6. In the event of a dispute between the Parties as to the extent of the duties and functions, and standards of performance, the discipline of personnel, and level or manner of performance pertaining to the operations of this Agreement and the hearing process, the determination thereof made by the DEPARTMENT shall be final and conclusive as between the Parties hereto.
7. This Agreement shall be in full force and effect for two (2) years from the date of the last signature. This Agreement may be extended for such period of time as shall be agreed upon by the Parties in writing at least thirty (30) days prior to the expiration of the term of this Agreement or any extended term hereunder. In the absence of a written extension to or termination of this Agreement as contemplated above, the COUNTY may, at its option, continue to provide services defined herein, and such services and the acceptance thereof by the VILLAGE, shall constitute an effective extension of this Agreement and its provisions until such time as either Party terminates this Agreement as provided in Paragraph 3 above or the Parties enter into a written extension as provided for in this paragraph.
8. The foregoing constitutes the entire agreement between the Parties, and no verbal statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement, signed and executed with the same formality with which this instrument was executed.

9. This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the County of Lake, by a Resolution duly adopted by the County Board of Lake County, causes this Agreement to be signed by its Chairman and attested to by its Clerk and the Village of Lindenhurst, by order of its Board has caused these presence to be executed by the President of the Village Board and attested to by its Clerk all on the day and year hereinafter written.

Dated this 23rd day of September, A.D. 2013.

COUNTY OF LAKE:

By: _____
AARON LAWLOR, Chairman
Lake County Board

By: _____
ERIC WAGGONER, Director
Lake County Planning, Building and
Development Department

Attest: _____
Willard R. Helander
County Clerk

Dated this 23rd day of September, A.D. 2013.

VILLAGE OF LINDENHURST

By: _____
SUSAN LAHR, Mayor
Village of Lindenhurst

Attest: _____
Patty Istvanek
Village Clerk