

**INTERGOVERNMENTAL AGREEMENT FOR
SHARED INSPECTION AND DEVELOPMENT REVIEW SERVICES
BETWEEN THE CITY OF LAKE FOREST, ILLINOIS AND LAKE COUNTY, ILLINOIS**

This Agreement made and entered into this ____ day of _____, 2018 by and between the County of Lake, a body politic and corporate hereinafter referred to as the "COUNTY", and the City of Lake Forest, a municipal corporation within the boundaries of the County of Lake, hereinafter referred to as the "CITY."

WHEREAS, both the COUNTY and the CITY are governmental entities of the State of Illinois vested with the responsibility and authority to enforce and uphold building, fire, and safety codes and other related services in their respective jurisdictions; and

WHEREAS, both the COUNTY and the CITY 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 CITY and COUNTY both provide a wide range of building and development services, including development review and inspections for compliance with local building and construction regulations and related activities; and

WHEREAS, in the course of providing building and development services, both the CITY and the COUNTY have found that there is a need for additional assistance at times; and

WHEREAS, both the CITY and the COUNTY employ staff that are able to meet the needs of each other; and

WHEREAS, in order to supplement staffing needs at both the CITY and COUNTY from time-to-time when a need exists, the parties seek to utilize each other's services in providing personnel who can assist in performing the needed work; and

WHEREAS, both the CITY and the COUNTY desire to enter into this Agreement to provide services to each other on an as-needed basis, as requested, all as more fully set forth in this Agreement; and

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

Section I.

The COUNTY agrees that:

1. For all requested and accepted work within the CITY, whether residential or non-residential, the COUNTY through its DEPARTMENT OF PLANNING,

BUILDING AND DEVELOPMENT (the "PBD") will be responsible for all assigned development review and inspections.

2. The PBD will complete all development review and inspections within the performance metrics outlined by the CITY and agreed upon by the COUNTY.
3. The PBD will provide staff members that are qualified to complete the accepted work. This includes staff having the necessary licenses, certifications and registrations.
4. Staff will be available to conduct inspection services during regular working hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding County holidays. Services provided outside of the regular working hours, as defined in this Agreement, will be compensated at 1½ times the hourly rate.
5. Work requested of the CITY will only be located within the Delmar Woods subdivision and other unincorporated properties in South-eastern Lake County. Work within such areas will only be comprised of development plan review and inspections.

Section II.

The CITY agrees that:

6. For all requested and accepted work within the jurisdiction of the COUNTY, whether residential or non-residential, the CITY through its COMMUNITY DEVELOPMENT DEPARTMENT (the "CDD") will be responsible for all assigned development review and inspections.
7. The CDD will complete all development review and inspections within the performance metrics outlined by the COUNTY and agreed upon by the CITY.
8. The CDD will provide staff members that are qualified to complete the accepted work. This includes staff having all necessary licenses, certifications and registrations.
9. Staff will be available to conduct inspection services during regular working hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding City holidays. Services provided outside of the regular working hours, as defined in this Agreement, will be compensated at 1½ times the hourly rate.
10. Work requested of the COUNTY will only be located within the City of Lake Forest.

Section III.

Both Parties agree that:

11. Each will provide the other notice of pending inspection or inspection work at least 24 hours in advance of said work.

12. Work requested of the other Party may be declined in writing due to shortage of staff or lack of qualified staff. The decline needs to occur immediately upon the determination that there is a lack of staff.

13. The following fee schedule shall apply to this Agreement:

PARTY	FEE TO BE TRACKED
County of Lake	Billed at the hourly rate of \$67.00 per hour (includes plan review, travel and inspection time).
City of Lake Forest	Billed at an hourly rate of \$51.30 per hour (includes plan review, travel and inspection time).

14. In lieu of monthly invoices and payment, the Parties will track the cost of services provided to each other between May 1st and April 30th of each year and the Party with a greater balance will pay the difference to the other Party by the following July 1st. Total work amounts, time and associated fees, will be provided to the other party at the end of every other month, starting in July, 2018.

15. 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 CITY shall be sent to:

Catherine J. Czerniak
City of Lake Forest Community Development Department
800 Field Drive
Lake Forest, IL 60045

16. This Agreement shall be in full force and effect upon execution by both Parties. The Agreement shall be valid for two (2) years from the date of the latest signature, with a two (2) year automatic renewal. Either party

may terminate this Agreement for any reason upon sixty (60) days written notice. Fees will be reconciled within 60 days of termination.

17. Each party shall indemnify and hold harmless the other, including its departments, its agents, officials and employees from and against all injuries, losses, claims, suits, costs, expenses and judgments which may accrue against the parties or their departments as a consequence, or to have arisen out of, or in connection with any services provided by the either party and/or their departments. The foregoing indemnity shall apply except if such injury, loss, or damage is caused directly by the willful and wanton conduct of either party's agents, officials, or employees.
18. 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.
19. 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 its Department of Planning, Building and Development Director and attested to by its Clerk and the City of Lake Forest causes this Agreement to be signed its City Manager and Director of Community Development and attested to by its Clerk all on the day and year hereinafter written.

Dated this ____ day of _____, 2018.

COUNTY OF LAKE

By: _____
Aaron Lawlor, Chairman
Lake County Board

By: _____
Eric Waggoner, Director
Lake County Planning, Building and
Development Department

Attest:

County Clerk

Dated this ____ day of _____, 2018

CITY OF LAKE FOREST

By: _____
Robert R. Kiely, Jr., City Manager

By: _____
Catherine J. Czerniak, Director of Community Development

Attest:

City Clerk

Dated this ____ Day of _____, 2018.