



Lake County Illinois

Legislation Details (With Text)

File #: 20-1188 **Version:** 1 **Name:** Revised Joint Intergovernmental Agreement between Lake County Planning Building & Development and the Village of Fox Lake.

Type: resolution **Status:** Passed

File created: 8/25/2020 **In control:** Public Works, Planning & Transportation Committee

On agenda: **Final action:** 9/8/2020

Title: Joint resolution revising an Intergovernmental Agreement (IGA) between Lake County Planning, Building, and Development (PBD) and the Village of Fox Lake.

Sponsors:

Indexes:

Code sections:

Attachments: 1. Fox Lake IGA Revised

Date	Ver.	Action By	Action	Result
9/8/2020	1	Lake County Board	adopted	Pass
9/3/2020	1	Financial & Administrative Committee	recommended for adoption to the consent agenda	Pass
9/2/2020	1	Public Works, Planning & Transportation Committee	approved and referred on to the Financial and Administrative Committee	Pass

Joint resolution revising an Intergovernmental Agreement (IGA) between Lake County Planning, Building, and Development (PBD) and the Village of Fox Lake.

- PBD currently conducts plumbing plan reviews and inspections within the Village of Fox Lake.
- The Village has requested an expansion of the County's IGA services to the Village to also include building inspections and plan review for all trades, electric, heating, ventilation, and air conditioning (HVAC) and structural on an as-needed basis in order to accommodate temporary gaps in Village staff capacity and other exigencies that may arise.
- The additional work will not have a significant effect on the overall PBD staff capacity and can be absorbed by our department given staff's daily presence in the area and the limited expansion of the contract.
- As PBD already provides services to the Village through an established process, the additional work can be added seamlessly with no additional equipment, training or costs to the County.
- The revised contract has been reviewed and approved by the State's Attorney's Office.

INTERGOVERNMENTAL AGREEMENT FOR BUILDING REVIEW AND INSPECTION SERVICES FOR THE VILLAGE OF FOX LAKE, ILLINOIS

This Agreement made and entered into this ____ day of _____, 2020 by and between the County of Lake, a body politic and corporate hereinafter referred to as the "COUNTY", and the Village of Fox Lake, a municipal corporation within the boundaries of the Counties of Lake and McHenry, hereinafter referred to as the "VILLAGE."

WHEREAS, both the COUNTY and the VILLAGE are governmental agencies 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, the VILLAGE has determined that there presently exists a need for plan review and building inspection services in and for the VILLAGE; 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 VILLAGE is desirous of contracting with the COUNTY to obtain and provide said services in and for the VILLAGE and agrees to pay for any services of the COUNTY that are incurred under this Agreement; and

WHEREAS, the COUNTY can provide said services.

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

- A. For services to be provided to the VILLAGE, the COUNTY agrees to:
1. Provide licensed staff to perform plumbing inspections and plumbing plan reviews, as requested by the VILLAGE.
 2. In the event of a conflict of interest between the VILLAGE and their permit applicant, or a temporary lack of capacity or availability of VILLAGE staff, provide certified staff to perform inspections as requested by the VILLAGE. Inspections will be completed on behalf of all trades - electrical, mechanical and structural.
 3. In the event of a conflict of interest between the VILLAGE and their permit applicant, or, a temporary lack of capacity or availability of VILLAGE staff, provide certified staff to perform residential and non-residential plan reviews, as requested by the VILLAGE. Plan reviews will be completed on behalf of all trades - electrical, mechanical, and structural. Plan reviews will be completed and returned within ten (10) business days. The return date will be calculated starting from the first day after the plans are received by the COUNTY.
 4. Provide the VILLAGE reports of permit and inspection activity monthly.
 5. The COUNTY will function as a resource to the VILLAGE for any questions related to plan reviews, inspections, or building codes.
 6. Invoice the VILLAGE monthly for services with reports of activity.

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

SERVICE	FEE TO BY PAID TO THE COUNTY
Building Inspections	Billed at an hourly rate of \$67.00 per hour (includes scheduling, travel and inspection time).
Development Plan Review	Billed at an hourly rate of \$67.00 per hour.
General assistance (for customer questions / code enforcement assistance, etc.)	Billed at an hourly rate of \$67.00 per hour.

8. All notices to the COUNTY shall be sent to:

Robert D. Springer
Central Permit Facility
Planning, Building and Development Department
500 Winchester Road
Libertyville, IL 60048

All notices to the VILLAGE shall be sent to:

Donovan Day
Village of Fox Lake
66 Thillen Drive
Fox Lake, IL 60020

9. This Agreement shall be in full force and effect upon full execution. 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.

10. The Village shall indemnify and hold harmless the COUNTY, including the DEPARTMENT, its agents, officials and employees from and against all injuries, losses, claims, suits, costs, expenses and judgments which may accrue against the COUNTY or the DEPARTMENT as a consequence, or to have arisen out of, or in connection with building inspection, development review, site drive-bys or check-ins, or any services provided by the COUNTY and/or the DEPARTMENT. The foregoing indemnity shall apply except if such injury, loss, or damage is caused directly by the willful and wanton conduct of the COUNTY's agents, officials, or employees.

11. 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.
12. 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 Village of Fox Lake, by approval of its Board has caused these presence to be executed by the Mayor of the Village Board and attested to by its Clerk all on the day and year hereinafter written.

Dated this ____ day of _____, 2020.

COUNTY OF LAKE

By: _____
Sandra Hart, Chairman
Lake County Board

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

Attest:

Carla N. Wyckoff
County Clerk

Dated this ____ day of _____, 2020.

VILLAGE OF FOX LAKE

By: _____
Donny Schmit, Mayor

Attest:

Niki Warden, Village Clerk

Dated this ____ Day of _____, 2020.