



Lake County Illinois

Legislation Text

File #: 15-1157, **Version:** 1

Joint resolution approving an Intergovernmental Agreement with the Village of Lake Zurich for the Lake County Department of Planning, Building and Development to provide plan review and inspection services for the Village.

- The Village of Lake Zurich approached the Lake County Planning, Building and Development Department with a request for the County to provide plan reviews and inspection services in building, and safety codes for the Village.
- Due to increased efficiencies in the Department's field operations and the Village's convenient geographical location, the Department currently has the capacity to utilize existing staff to assist the Village while maintaining the current level of service with the Department's other clients.
- A draft agreement was prepared, which covers all departmental costs associated with such services to the Village and is for a period of two years.

RESOLUTION

This agreement made and entered into this _____ day of _____, 2015 by and between the County of Lake, a body politic and corporate hereinafter referred to as the "County", and the Village of Lake Zurich, a municipal corporation within the boundaries of the County of Lake, hereinafter referred to as the "Village" (together the County and the Village are referred to as the "Parties").

WHEREAS, both the County and the Village 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, the Village has determined that there presently exists a need for plan review and inspection services in building, fire, and safety code enforcement in the Village; and

WHEREAS, the County can provide said services; 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.

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 staff to perform residential and non-residential plan review and inspection services for all aspects of the building permit process. This includes support for all electrical, plumbing, mechanical, and structural trades.
2. Track all application and inspection work.
3. Provide the Village reports of permit and inspection activity monthly.
4. Coordinate with the Village on zoning and engineering reviews and coordinate with the Lake Zurich fire department on fire prevention reviews.
5. Provide inspection dispositions and photos, if any, emailed to the designated Village contacts.
6. At the request of the Village, perform drive-bys and check-ins on reported violations with customers working on projects without permits. The County shall provide compliance assistance directing customers to the Village for application. The County will also function as a resource for any questions related to a code enforcement case.
7. Invoice the Village monthly for services with reports of activity.
8. Provide a main County contact for issue resolution.
9. Be available as needed for pre-permit assistance, pre-construction meetings, and general permit questions. If necessary, as determined by the Parties, the County agrees to have a plans examiner present at the Village Building and Zoning Department office for general permit questions and assistance for up to eight hours per week.
10. Will make every effort to perform assigned review work within agreed upon turnaround times per the following:
 - i. Interior construction for residential and non-residential projects
 1. Completed and returned within 10 business days
 - ii. New/addition construction for residential and non-residential projects
 1. Completed and returned within 15 business days
 - iii. Subsequent reviews for all project types
 1. Completed and returned within 5 business days

Notwithstanding paragraph 24, the parties may agree to modify these turnaround times as deemed appropriate.

11. Provide the Village, when requested, with a performance audit of plan reviews and inspections.

Section II.

The Village agrees to:

12. Provide the County with notice no later than 3:30 pm on the day before of pending work which may include applications or inspection requests submitted to the Village.
13. Provide locations at the Village office for all Village files and application materials.
14. Be responsible for zoning and engineering reviews on applicable applications.
15. Provide County staff office workspace and an inbox in the Building and Zoning Department.
16. Provide County staff with all necessary training and records related to the Village's application and issuance processes, including training on fee calculations, and zoning / engineering determinations.
17. Provide staff to handle all administrative aspects of the plan review and inspection services and to otherwise support the program and partnership.

18. Provide a main Village contact for issue resolution.

Section III.

Both Parties agree that:

19. The following fee schedule applies to this Agreement:

SERVICE	FEE TO BE PAID TO COUNTY
Building inspections	Billed at an hourly rate of \$67.00 per hour (includes scheduling, travel and inspection time).
Development 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.

20. Working times and days will be agreed upon by the County and Village. The County will provide one staff member to conduct inspection and plan review services during regular working hours of 7:30 a.m. to 4:30 p.m. Services provided outside of the regular working hours, as defined in this Agreement, will be paid at 1½ times the hourly rate.

21. 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:

Michael Earl
Director of Community Services
Village of Lake Zurich
505 Telser Road
Lake Zurich, IL 60047

22. 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 ninety (90) days written notice.

23. The Village shall indemnify and hold harmless the County, including the Planning, Building & Development 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 Planning, Building & Development 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 Planning, Building & Development 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, its agents, officials, or

employees.

The County is responsible for its personnel and indemnifies and holds the Village harmless with regard to any claims for injury or damage made by County personnel including employment benefits provided by law or contract, as if the County personnel were acting solely within the jurisdiction of the County. Specifically, with regard to employment benefits, all employee benefits, wage and disability payments, pension and workman's compensation claims, damage to or destruction of equipment and clothing and medical expense of the County personnel shall be paid by the County.

24. 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.
25. 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 Lake Zurich, by approval of its Board, causes this Agreement to be executed by the Mayor of the Village Board and attested to by its Clerk all on the day and year hereinafter written.

COUNTY OF LAKE, Dated this 10th day of November, 2015.