



# Lake County Illinois

## Legislation Text

File #: 15-1272, Version: 1

Joint resolution to amend the Intergovernmental Agreement with the Village of Fox Lake for plumbing inspection services to include certain inspections in the Village of Volo.

- In August, 2015 the Lake County Board approved the IGA with the Village of Fox Lake for the Department of Planning, Building & Development to complete all plumbing inspections within the Village.
- The Department has been informed that the Village of Fox Lake has a current Intergovernmental Agreement with the Village of Volo to complete residential plumbing connection inspections on Fox Lake's sewer and water lines within specific subdivisions.
- The amendment of the agreement allows the Department of Planning, Building and Development to further assist the Village of Fox Lake with the completion of all residential plumbing connection inspections in the designated areas of Volo.

### **INTERGOVERNMENTAL AGREEMENT FOR PLUMBING INSPECTION SERVICES FOR THE VILLAGE OF FOX LAKE, ILLINOIS**

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 Fox Lake, a municipal corporation within the boundaries of the County of Lake, 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 plumbing 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;

**WHEREAS**, the COUNTY can provide said services; and

**WHEREAS**, the VILLAGE and COUNTY entered into an Agreement for plumbing inspection services, on August 11, 2015 which is hereby amended.

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

1. For all assigned building construction projects under the VILLAGE's jurisdiction, whether residential or non-residential, the COUNTY through its DEPARTMENT OF PLANNING, BUILDING AND DEVELOPMENT (the "DEPARTMENT"), will be responsible for plumbing inspections.
2. The DEPARTMENT will provide one staff member that is a State Licensed Plumber, to conduct plumbing inspection services during regular working hours of 7:30 a.m. to 4:30 p.m. Monday through Friday, excluding County holidays. Services provided outside of the regular working hours, as defined in this Agreement, will be paid at 1½ times the hourly rate.
3. The VILLAGE will be responsible for processing all permit applications and certificates of compliance.
4. The VILLAGE will provide the DEPARTMENT notice of pending work at least 24 hours in advance of said work.
5. The following fee schedule shall apply to this Agreement:

| <u>SERVICE</u>         | <u>FEE TO BE PAID TO COUNTY</u>   |
|------------------------|---|
| a. Plumbing Inspection | Billed at an hourly rate of \$67.00 per hour (includes scheduling, travel and inspection time). |

6. 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:  
Donovan Day  
Village of Fox Lake  
66 Thillen Drive  
Fox Lake, IL 60020

7. 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.
8. 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 plumbing inspection 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.

9. 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.
10. 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 8 day of December, 2015.**

COUNTY OF LAKE

By: \_\_\_\_\_  
Aaron Lawlor, 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 \_\_\_\_\_, 2015

VILLAGE OF FOX LAKE

By: \_\_\_\_\_  
Donny Schmit, Mayor

Attest:

\_\_\_\_\_  
Niki Warden, Village Clerk

Dated this \_\_\_\_ Day of \_\_\_\_\_, 2015.