



Lake County Illinois

Legislation Text

File #: 18-0710, Version: 1

Joint resolution to approve an Intergovernmental Agreement with the Village of Round Lake (Village) for the Lake County Planning, Building and Development (PBD) department to provide plan review and inspection services for the Village.

- The department has been assisting the Village with plumbing inspections under a temporary arrangement since March 2018.
- The Village has a need for plumbing inspection services and building plan reviews. This agreement will allow the PBD department to perform inspections and plan reviews requested by the Village. Payment for Lake County services uses the same hourly rate method as used in our other intergovernmental agreements.
- The agreement contains language that will allow the Village to complete building inspections that are requested by the County in situations in which there is a need. Payment for the Village's services are based on the Village's hourly rate.
- Due to increased efficiencies in the Department's field operations and the Village's convenient geographical location, the Department has the capacity to continue utilizing existing staff to assist the Village while maintaining the current level of service with the Department's other clients and covering all departmental costs associated with such services to the Village.

**INTERGOVERNMENTAL AGREEMENT FOR
BUILDING INSPECTION AND DEVELOPMENT REVIEW
FOR THE VILLAGE OF ROUND LAKE, ILLINOIS
INTERGOVERNMENTAL AGREEMENT FOR
BUILDING INSPECTION AND DEVELOPMENT REVIEW
FOR THE VILLAGE OF ROUND LAKE, ILLINOIS**

This Agreement made and entered into this ____ day of _____, 20__ by and between the County of Lake, a body politic and corporate hereinafter referred to as the "COUNTY", and the Village of Round 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, 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 plumbing inspection services in the VILLAGE; and

WHEREAS, the COUNTY has determined that there may be a need for inspection services in unincorporated areas of the COUNTY; 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 and COUNTY are desirous of reaffirming the VILLAGE's indemnification and hold harmless agreement, adopted on March 14, 2018, which provides indemnity to the COUNTY, its agents, officials and employees against all injuries, losses, claims, suits, costs, expenses and judgments which may accrue against the COUNTY for building inspection and plan review services provided by the County until formal approval of this Agreement; and

WHEREAS, the VILLAGE will assist the COUNTY with building inspections where there is need and capacity, and the COUNTY agrees to pay for any services that are incurred under this Agreement; 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 and VILLAGE can provide said services.

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

Section I.

A. For services to be provided to the VILLAGE, the COUNTY agrees to:

1. 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, plumbing, 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.
2. Provide licensed staff to perform plumbing inspections and plumbing plan reviews, as requested by the VILLAGE.
3. Provide certified staff to perform inspections as requested by the VILLAGE.
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.

B. For services to be requested from the VILLAGE, the COUNTY agrees to:

1. Provide the VILLAGE notice of pending work which may result in inspection requests submitted to the VILLAGE. Inspection requests to the VILLAGE will be received by 3:00pm the day prior to the requested inspection.

Section II.

A. For services to be provided by the COUNTY, the VILLAGE agrees to:

1. Provide the COUNTY notice of pending work which may include applications or inspection requests submitted to the VILLAGE. Inspection requests to the COUNTY will be received by 3:00pm the day prior to the requested inspection.

2. Be responsible for zoning, engineering, and the coordination of fire department reviews on applicable applications.
 3. Provide a main VILLAGE contact for issue resolution and necessary administrative staff to support the program and partnership.
 4. Handle coordination of all plans, permit applications, and inspections with applicable Fire Protection Districts.
- B. For services requested from the COUNTY, the VILLAGE agrees to:
1. Provide staff to perform building inspections, as requested by the COUNTY and accepted by the VILLAGE. Inspections will be completed within 24 hours. The reports of the results of the inspection will be provided to the COUNTY within 48 hours.
 2. Invoice the COUNTY monthly for services with reports of activity.

Section III.

1. Both Parties agree that: The following fee schedule applies to this Agreement:

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

2. Working times and days will be agreed upon by the COUNTY and VILLAGE designated representatives. Services provided outside of the regular working hours of 7:30 a.m. to 4:30 p.m., will be paid at 1½ times the hourly rate.
3. At the request of the VILLAGE, the COUNTY will provide staff to be present at the VILLAGE office to receive and answer any and all questions regarding permits and applicable ordinances at times and in a manner established by mutual agreement of the designated representatives of the VILLAGE and the COUNTY.
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:
Katherine Parkhurst
Village of Round Lake
442 N. Cedar Lake Road
Round Lake, IL 60073

5. 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.

6. For any and 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 under the terms of this agreement, the VILLAGE shall indemnify and hold harmless the COUNTY, including the Planning, Building & Development Department, its agents, officials and employees. For all other injuries, losses, claims, suits, costs, expenses and judgments, 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 indemnities shall apply except if such injury, loss, or damage is caused directly by the willful and wanton conduct of either parties' agents, officials, or employees.
7. 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.

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 Round 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 _____, 20__.

COUNTY OF LAKE

By: _____
Aaron Lawlor, Chairman
Lake County Board

Attest: _____
Carla N. Wyckoff
Lake County Clerk

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

Dated this ____ day of _____, 20__

VILLAGE OF ROUND LAKE

By: _____
Daniel A. MacGillis, Mayor

Attest:

Debbie Perlino, Village Clerk

Dated this ____ Day of _____, 20__.