



# Lake County Illinois

## Legislation Text

File #: 19-0914, Version: 1

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

- The Village has a need for building inspection services and building plan reviews. This agreement will allow for 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.
- Due to increased field operation efficiencies, the Village's convenient geographical location, and other anticipated capacity, the Department can continue to utilize existing staff to assist the Village. This arrangement will allow staff to maintain the current level of service with the Department's other clients and cover all departmental costs associated with such services to the Village.
- The Village will work with the County within the County's shared Land Management System, Tyler Energov.

### **RESOLUTION AUTHORIZING INTERGOVERNMENTAL AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES FOR THE VILLAGE OF LAKE VILLA, ILLINOIS**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the County of Lake, a body politic and corporate hereinafter referred to as the "COUNTY", and the Village of Lake Villa, a municipal corporation within the boundaries of the County of Lake, hereinafter referred to as the "VILLAGE." For purposes of this Agreement, unless the context clearly indicates a different intent, the term "COUNTY" shall mean and refer to the COUNTY and/or its officers, employees, and/or agents, and the term "VILLAGE" shall likewise mean and refer to the VILLAGE and/or its officers, employees, and/or agents, and the term "parties" shall mean and refer to both the COUNTY and the VILLAGE collectively, and the term "party" shall mean and refer to either the COUNTY or the VILLAGE individually.

**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 building inspection and plan review services; these services may include property maintenance inspections and zoning reviews when such inspections and/or reviews are necessary by reason of a Village building permit application and/or in connection with an existing open VILLAGE building permit; 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 the services which are the subject of this Agreement in and for the VILLAGE and the VILLAGE agrees to pay for those services from the COUNTY which are provided to the VILLAGE pursuant to this Agreement; and

**WHEREAS**, the COUNTY is willing to provide to the VILLAGE the services which are the subject of this Agreement, pursuant to the terms of this Agreement.

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

### **Section I.**

For services to be provided by the COUNTY 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 by the COUNTY, including but not limited to electrical, plumbing, mechanical, and structural plans, will be performed by persons qualified in those respective trades. Performance standards related to plan review and related completion deadlines will be agreed upon from time to time pursuant to the written correspondence by both the COUNTY and the VILLAGE.
2. Provide licensed staff to perform plumbing inspections and plumbing plan reviews, as requested by the VILLAGE.
3. Provide certified staff to perform building inspections as requested by the VILLAGE.
4. Provide to the VILLAGE, at no additional cost to the VILLAGE, reports of plan review, permit, and inspection activity monthly and more frequently if requested or required by the VILLAGE.
5. Function as a resource to the VILLAGE for any questions related to plan reviews, inspections, building codes, zoning codes related to a building permit, and property maintenance codes.
6. Provide a written, itemized invoice to the VILLAGE on a monthly basis for services rendered by the COUNTY to the VILLAGE during each particular month at the rates provided in this Agreement.
7. Provide to the VILLAGE property maintenance inspections and zoning reviews when such inspections and/or reviews are necessary by reason of a VILLAGE building permit application and/or in connection with an existing open VILLAGE building permit. Property maintenance inspections will be completed for informational purposes only to the VILLAGE - no enforcement actions (i.e. posting of violation notices) will be performed by the COUNTY.

## **Section II.**

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

1. Provide the COUNTY notice of pending work which may include permit applications or inspection requests submitted to the VILLAGE via notification in the COUNTY's land management system. Inspection requests to the COUNTY will be made by 3:00pm the business day prior to the date of the requested inspection.
2. Be responsible for zoning, engineering, and the coordination of fire department reviews on permit applications where applicable.
3. Provide a main VILLAGE contact for issue resolution and necessary administrative staff to support the services to be provided by the COUNTY to the VILLAGE pursuant to this Agreement.
4. Handle coordination of all plans, permit applications, and inspections with applicable Fire Protection Districts.

## **Section III.**

Both parties agree that:

1. The services to be provided to the VILLAGE by the COUNTY shall be performed pursuant to the following fee schedule which applies to this Agreement:

SERVICE	FEE TO BE 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, record request responses, and other general assistance to the VILLAGE and to VILLAGE residents and/or applicants and their respective representative(s) etc.)	Billed at an hourly rate of \$67.00 per hour.

2. VILLAGE'S Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act"). Both the COUNTY and the VILLAGE acknowledge, understand, and agree that the VILLAGE complies with the Act, which states that any bills approved by the VILLAGE for payment shall be paid within thirty (30) days after date of approval of the invoice. Notwithstanding any other provisions contained in this Agreement, the VILLAGE shall not, in any manner, be considered to have accepted the work and/or Services, or any part thereof, or to have waived any claim related to such work by making a final payment or by making any progress payment of any amount, where the VILLAGE determines that such work and/or Services, or any part thereof, is or are defective, deficient, or not in conformance with the VILLAGE'S written request related to said

work and/or Services.

3. The VILLAGE and COUNTY representatives will agree on the processes in which they will work together using the COUNTY'S Tyler Energov land management system, with the VILLAGE being provided access to said system in accordance with that certain "Intergovernmental Agreement for Land Management System Access and Configuration for the Village of Lake Villa, Illinois" between the COUNTY and the VILLAGE. The VILLAGE reserves the right to determine which type(s) of VILLAGE permit(s), if any, will be included in the COUNTY'S Tyler Energov customer self-service portal.
4. 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 stated in Section III.1 of this Agreement.
5. 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 regular, pre-arranged times and in a manner established by mutual agreement of the designated representatives of the VILLAGE and the COUNTY. As needed, the COUNTY may perform services under this Agreement at Lake County's Central Permit Facility.
6. All notices to the COUNTY shall be in writing and 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 in writing and sent to:

Karl Warwick, Village Administrator  
Village of Lake Villa  
65 Cedar Avenue  
Lake Villa, IL 60046

All notices required by this Agreement shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by regular U.S. mail (effective two (2) business days after the date of mailing).

7. This Agreement shall be in full force and effect upon full execution by the parties hereto. This 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, without cause and without penalty upon sixty (60) days prior written notice to the other party.
8. Either party may terminate this Agreement at any time for violation(s) of this Agreement. If either party is in violation of this Agreement, the other party shall notify the party allegedly in violation hereof in writing, which notice shall identify the nature of the alleged violation and shall provide the party in violation hereof thirty (30) days in which to cure any such violation(s). Both parties

agree to work cooperatively with each other in this regard. If violation(s) of this Agreement continue, the party alleging such violation(s) may terminate this Agreement in writing to the other party if the alleged violation(s) by a party continue and/or are not cured within the aforesaid thirty (30) day timeframe.

9. The VILLAGE shall indemnify and hold harmless the COUNTY and its elected and/or appointed officers, employees, and agents from and against any and all claims, demands, suits, actions, and/or damages, excluding attorneys' fees, that arise out of actions by the VILLAGE, and/or its departments, elected and/or appointed officers, employees, and/or other agents of the VILLAGE that result in a judgment being entered against the VILLAGE and/or against the COUNTY, and/or against any of their respective officers, employees, or agents.

The COUNTY shall indemnify and hold harmless the VILLAGE and its elected and/or appointed officers, employees, and agents from and against any and all claims, demands, suits, actions, and/or damages, excluding attorneys' fees, that arise out of actions by the COUNTY, and/or its departments, its elected and/or appointed officers, employees, and/or other agents of the COUNTY that result in a judgment being entered against the COUNTY and/or against the VILLAGE, or against any of their respective officers, employees, or agents.

The foregoing indemnifications and agreements to hold harmless shall not be applicable if such claims, demands, suits, action, injury, loss, and/or damage is caused directly by and/or arises out of the willful, wanton, and/or intentional conduct of elected and/or appointed officers, employees and/or other agents of a party which or who would otherwise be indemnified and held harmless pursuant to this Agreement.

These provisions shall survive any termination of this Agreement.

10. The parties agree that at least on a quarterly basis they will discuss, either in person or by telephone, the services provided under this Agreement, including, but not limited to, any issues on notice and timeliness.
11. The Parties agree that all records created under the provisions of this Agreement solely belong to the VILLAGE. Any time the COUNTY spends responding to subpoenas, Freedom of Information Act requests, or such similar document requests for VILLAGE records will be compensated as provided in Paragraph 1 of Section III.
12. Village Confidential Information:
- A. The COUNTY warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide any confidential information of the VILLAGE to any person, firm, or entity for any purpose outside of the specific purposes of this Agreement, except as necessary to comply with applicable state or federal laws.
  - B. The provisions of this Paragraph shall survive any termination of this Agreement.
  - C. Confidential Information as used herein shall mean resident private information and personal identifiers, such as dates of birth, home and cell telephone numbers, Social Security Numbers, and email address(es).

13. Compliance with Laws: The parties agree to and shall comply with all federal, state, and local laws applicable to the performance of this Agreement.
14. Venue and Choice of Law: The parties agree that the venue for any and all disputes shall solely be in the Nineteenth Judicial Circuit, Lake County, Illinois. This Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.
15. The foregoing constitutes the entire Agreement between the parties, other than that certain "Intergovernmental Agreement for Land Management System Access and Configuration for the Village of Lake Villa, Illinois" between the COUNTY and the VILLAGE, 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.
16. This Agreement may be executed in multiple identical counterparts, and all of said separate counterparts shall, when affixed 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 Chair and its Department of Planning, Building and Development Director and attested to by its Clerk and the Village of Lake Villa, 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: \_\_\_\_\_  
Sandy Hart, Chair  
Lake County Board

Attest: \_\_\_\_\_  
Robin M. O'Connor  
Lake County Clerk

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

VILLAGE OF LAKE VILLA

By: \_\_\_\_\_  
James McDonald, Mayor

Attest:

\_\_\_\_\_

Mary Konrad, Village Clerk

Dated this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_.