



# Lake County Illinois

## Legislation Text

File #: 19-1549, Version: 1

Joint resolution approving an Intergovernmental Agreement between the Village of Beach Park and the Lake County Planning, Building and Development (PBD) Department, to share inspection and development review services.

- The Planning, Building and Development Department has a need for inspection assistance in the northeast quadrant of Lake County within small sections of isolated unincorporated territory. The County's direct inspection of these properties creates route inefficiencies given the significant distance of these properties to other larger unincorporated territories. This agreement will allow for the Village to perform inspections and plan reviews requested by the County in such areas.
- The agreement also authorizes the County to complete building inspections and plan reviews that are requested by the Village in situations in which there is a need.
- The Village will use the County's shared Land Management System, Tyler Energov, to perform services on behalf of the County.
- Payment for Lake County and Village services will use the same hourly rate method as used in the Department's other intergovernmental agreements.

## RESOLUTION

### INTERGOVERNMENTAL AGREEMENT FOR BUILDING INSPECTION, CODE ENFORCEMENT AND DEVELOPMENT REVIEW BETWEEN THE VILLAGE OF BEACH PARK AND THE COUNTY OF LAKE, 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 Beach Park, a municipal corporation within the boundaries of the County of Lake, hereinafter referred to as the "VILLAGE" (collectively the COUNTY and the VILLAGE will be referred to as the "Parties.")

**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 COUNTY has determined that there presently exists a need for plan review, inspection and code enforcement services in the COUNTY; and

**WHEREAS**, the VILLAGE has determined that there may be a need for building department

services in 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 will assist the COUNTY with building inspections, plan review and code enforcement services 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 may have a need to utilize the COUNTY for building department services, and the VILLAGE 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. Review and Inspection Services**

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

1. The VILLAGE agrees to:

- a. Provide certified staff to perform residential and non-residential plan reviews, as requested by the COUNTY in the Northeast quadrant of Lake County (the “designated area of work”). Plan reviews will be completed on behalf of all trades - electrical, plumbing, mechanical, and structural. The VILLAGE will use its best efforts to complete and return plan reviews within timeframes that are agreed upon from time to time pursuant to written correspondence between the Parties. In the event that a review will exceed the agreed upon timeframes, the VILLAGE will advise the COUNTY prior to the expiration of the review period and provide a best estimate for the time to complete the review. The return date will be calculated starting from the first day after the plans are received by the VILLAGE.
- b. Provide staff to perform building inspections, as requested by the COUNTY and accepted by the VILLAGE. The VILLAGE will notify the COUNTY if staff is available at the time the inspection is requested. Inspections accepted by the VILLAGE will be completed within 24 hours. The reports of the results of the inspection will be provided to the COUNTY within 48 hours or electronically via tablet devices as provided by the COUNTY.

- c. Provide licensed staff to perform plumbing inspections and plumbing plan reviews, as requested by the COUNTY.
- d. Provide certified staff and/or trained staff managed by certified staff to perform inspections as requested by the COUNTY.
- e. Use the COUNTY's land management system, Tyler Energov, via iPads provided to the VILLAGE by the COUNTY in accordance with Section II below. The devices will be used for COUNTY assigned work only. Any staff receiving an iPad device will be required to sign a Third Party Network Access Request Form and any other electronics use policies required by the COUNTY. The VILLAGE will be responsible for the devices. All devices shall be returned to the COUNTY in good working condition upon termination of this Agreement.
- f. Provide the COUNTY reports of permit and inspection activity monthly.
- g. Provide staff that are available as a resource to the COUNTY customers for any questions related to plan reviews, or inspections conducted by the VILLAGE.
- h. Invoice the COUNTY monthly for services with reports of activity.

2. The COUNTY agrees to:

- a. Provide the VILLAGE notice of pending work which may result in inspection requests submitted to the VILLAGE. Inspection requests to the VILLAGE will be made by 3:00 p.m. the day prior to the requested inspection.
- b. Schedule inspections within AM or PM blocks.
- c. Provide a main COUNTY contact for issue resolution and necessary administrative staff to support the program and partnership.
- d. Be responsible for zoning, engineering, and the coordination of all plans, permit applications, and inspections with applicable Fire Protection Districts.

B. For services to be provided to the VILLAGE by the COUNTY

1. The COUNTY agrees to:

- a. 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. The COUNTY will use its best efforts to complete and return plan reviews within the timeframes that are

agreed upon from time to time pursuant to written correspondence between the Parties. In the event that a review will exceed the agreed upon timeframe, the COUNTY will advise the VILLAGE prior to the expiration of the review period and provide a best estimate for the time to complete the review. The return date will be calculated starting from the first day after the plans are received by the COUNTY.

- b. Provide staff to perform building inspections, as requested by the VILLAGE and accepted by the COUNTY. The COUNTY will notify the VILLAGE if staff is available at the time the inspection is requested. Inspections accepted by the COUNTY will be completed within 24 hours. The reports of the results of the inspection will be provided to the VILLAGE within 48 hours or electronically via tablet devices as provided by the VILLAGE as provided for in Section II.
  - c. Provide licensed staff to perform plumbing inspections and plumbing plan reviews, as requested by the VILLAGE.
  - d. Provide certified staff and/or trained staff managed by certified staff to perform inspections as requested by the VILLAGE.
  - e. Provide the VILLAGE reports of permit and inspection activity monthly.
  - f. Provide staff that are available as a resource to the to the VILLAGE customers for any questions related to plan reviews or inspections conducted by the COUNTY.
  - g. Invoice the VILLAGE monthly for services with reports of activity.
2. The VILLAGE agrees to:
- a. Provide the COUNTY notice of pending work which may include applications or inspection requests submitted to the COUNTY. Inspection requests to the COUNTY will be made by 3:00pm the day prior to the requested inspection.
  - b. Be responsible for zoning and engineering and handle coordination of all plans, permit applications, and inspections with applicable Fire Protection Districts.
  - c. Provide a main VILLAGE contact for issue resolution and necessary administrative staff to support the program and partnership.

## **Section II. Access to Lake County Land Management System**

To provide services to the COUNTY, the VILLAGE staff will be accessing and using the COUNTY'S Tyler Energov System under the following parameters:

1. Restrictions will be placed such that VILLAGE users will not be able to access, view, or edit any of the COUNTY'S data or records for properties outside of the Designated Area of Work. Any attempt of a VILLAGE user to access, view, or edit COUNTY data will be grounds for immediate termination of access to the system and all VILLAGE user credentials.
2. The VILLAGE will only contact the COUNTY identified representative with any support issues. The VILLAGE will not contact Tyler Technologies directly.
3. The COUNTY will provide the VILLAGE training on the use of the Tyler Energov System for existing staff and any new staff when requested by the VILLAGE.
4. The VILLAGE and COUNTY designated contacts will agree on all processes related to how the VILLAGE and COUNTY will work together within the System to perform all business related to the work performed in accordance with this Agreement.
5. The COUNTY will be able to access, view, and edit the VILLAGE'S inputted information into the system.

### Section III. Fees and Miscellaneous provisions

A. Both Parties agree that:

1. The following fee schedule applies to this Agreement:

SERVICE	FEE TO BE PAID TO THE VILLAGE	FEE TO BE PAID TO THE COUNTY
Plumbing and Electrical Inspections	Billed at \$60 per inspection (includes scheduling, travel and inspection time)	Billed at an hourly rate of \$67.00 per hour (includes scheduling, travel and inspection time).
Building and Other 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/construction/structure/other Plan Review	Billed at an hourly rate of \$67.00 per hour.	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.	Billed at an hourly rate of \$67.00 per hour.
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2. Working times and days will be agreed upon by the COUNTY and VILLAGE designated representatives. Services requested by either Party to take place outside of the regular working hours of 8:00 a.m. to 4:30 p.m., will be paid at 1½ times the hourly rate with a minimum payment of at least one hour.
3. 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
4. All notices to the VILLAGE shall be sent to:  
Jon Kindseth, Village Administrator  
Village of Beach Park  
11270 W. Wadsworth Road  
Beach Park, IL 60099
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. Either party may terminate this Agreement for any reason upon sixty (60) days written notice. There shall be a mutual review of the agreement annually and 90 days prior to any expiration.
6. 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.

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 Chair and its Department of Planning, Building and Development Director and attested to by its Clerk and the Village of Beach Park, by approval of its Board has caused 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.

## **SIGNATURE PAGE TO FOLLOW**

### **COUNTY OF LAKE IN THE STATE OF ILLINOIS**

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019.

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Sandy Hart, Chair Lake County  
Board

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Attest: Robin O'Connor, Lake County  
Clerk

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

**VILLAGE OF BEACH PARK, ILLINOIS**

Dated this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
John Hucker, Mayor Village of Beach  
Park

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Attest: Mary Jo McDonald, Village  
Clerk