File #: 22-0337, **Version:** 1

Joint resolution renewing an Intergovernmental Agreement (IGA) between Lake County Planning, Building and Development (PBD) and the Village of Hainesville.

- PBD currently conducts plan reviews and inspections within the Village of Hainesville pursuant to an IGA with the Village.
- In advance of the current agreement expiration in April of 2022, an IGA renewal has been prepared to continue County services to the Village.
- The revised contract has been reviewed and approved by the State's Attorney's Office.

INTERGOVERNMENTAL AGREEMENT FOR
BUILDING INSPECTION AND DEVELOPMENT REVIEW
FOR THE VILLAGE OF HAINESVILLE, 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 Hainesville, 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 plan review and inspection services in building, fire, and safety code enforcement in the VILLAGE as it currently lacks any qualified individual to perform those tasks 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 and COUNTY are desirous of continuing the previous intergovernmental agreement, 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 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 can provide said services.

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

1. It is mutually agreed by and between the COUNTY and the VILLAGE that the forgoing preambles are incorporated herein as though fully set forth.

2. For all assigned building construction projects within the VILLAGE, whether residential or non-residential, the COUNTY through its DEPARTMENT OF PLANNING, BUILDING AND DEVELOPMENT (the "DEPARTMENT"), will be responsible for building plan reviews and ensuring all unique site plan requirements of the VILLAGE are met.

3. The DEPARTMENT will conduct building inspections for all assigned building construction projects within the VILLAGE, whether residential or non-residential.

   a. If it is found that any person or entity is doing work without a permit or outside the terms of a permit, the DEPARTMENT shall, upon notice to and request of the VILLAGE through its mayor or his or her designee, issue a stop work order.

   b. For any work that does not pass an inspection, the DEPARTMENT shall also provide written notice on behalf of the VILLAGE to the permit holder and/or property owner.

   c. The DEPARTMENT will not issue violation notices or initiate enforcement actions for the VILLAGE. If a violation of any building, fire or safety code is observed, the DEPARTMENT shall notify the mayor or his or her designee.

   d. If a DEPARTMENT representative's participation is required at any circuit court or adjudication hearing, the COUNTY will be paid at the hourly inspection rate, as identified in paragraph 6 below, including travel time.

4. The DEPARTMENT will provide staff to conduct inspection and plan review services during regular working hours of 8:00 a.m. to 3:30 p.m. The DEPARTMENT shall also provide a staff member who will be available for after-hours call outs in case of emergency. Services provided outside of the regular working hours, as defined in this Agreement, will be paid at 1½ times the hourly inspection rate.

5. The VILLAGE will be responsible for processing all building permit applications and certificates of compliance and providing the DEPARTMENT notice of pending work

at least 24 hours in advance of said work.

6. The following fee schedule shall apply to this Agreement:

	SERVICE	FEE TO BE PAID TO COUNTY
a.	Residential Inspection	Billed at an hourly rate of $67.00 per hour (includes scheduling, travel, and inspection time).
b.	Commercial Inspection	Billed at an hourly rate of $67.00 per hour (includes scheduling, travel, and inspection time).
c.	Residential Plan Review	Billed at an hourly rate of $67.00 per hour (includes scheduling, travel as necessary, and plan review time).
d.	Commercial Plan Review	Billed at an hourly rate of $67.00 per hour (includes scheduling, travel as necessary, and plan review time).

7. All communications and notices required under this Agreement, unless otherwise specified, can be provided using electronic means to the contacts set forth below.

If to the COUNTY:
Eric Steffen
Operations Manager
Central Permit Facility
Planning, Building and Development Department
500 Winchester Road
Libertyville, IL 60048
Phone: (847) 377-2600
Email: esteffen@lakecountyil.gov <mailto:esteffen@lakecountyil.gov>

If to the VILLAGE:
Gerry Daley
Mayor
Village of Hainesville
100 North Hainesville Road
Hainesville, Illinois 60030
Phone: (847) 223-2032
Email:mayordaley@hainesville.org
<mailto:mayordaley@hainesville.org>

8. 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.

9. 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 building inspection, site plan review 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, its agents, officials, or employees.

10. 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.

11. 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 Hainesville, 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: _____
Sandra Hart, Chair
Lake County Board

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

Attest:

_____
Robin M. O'Connor
Lake County Clerk

Dated this ____ day of _____, 20__

VILLAGE OF HAINESVILLE

By: _____
Gerry Daley, Mayor

Attest:

_____
Kathy Metzler, Village Clerk

Dated this ____ Day of _____, 20__.