

Agenda Item #

61

Distribution:

- County Board
- County Administrator
- PB&D (3)
- F&A

STATE OF ILLINOIS)
) SS
 COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D. 2003 SESSION

MAY 11, A.D., 2004

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Planning, Building and Zoning and Financial and Administrative Committees present herewith a Resolution authorizing the Chairman of the Board to execute an intergovernmental agreement with the City of North Chicago, for the purpose of providing the City of North Chicago with building, fire, and safety code enforcement service in certain areas of the City of North Chicago by the Lake County Department of Planning, Building and Development, and requests its adoption.

Respectfully submitted,

PLANNING, BUILDING & ZONING COMMITTEE

FINANCIAL & ADMINISTRATIVE COMMITTEE

	Aye	Nay
<i>Ludely Marteyie</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CHAIRPERSON		
<i>Samuel D. Kell</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-CHAIRPERSON		
<i>Steve Eckert</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Robert Sabonjian</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Donald White</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Steven Mountain</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Dominic Con</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Aye	Nay
<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CHAIRPERSON		
<i>[Signature]</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-CHAIRPERSON		
<i>Ann Florige Ari</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Candice Calabrese</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Robert Sabonjian</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Steven Mountain</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Maria O'Kelly</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

RESOLUTION

WHEREAS, the City of North Chicago has requested that the Department of Planning, Building and Development provide building, fire and safety code enforcement services for new construction in three separate areas of the City of North Chicago; and

WHEREAS, the Director of the Department of Planning, Building and Development has determined that the Department can provide said services to the City of North Chicago with no additional staff; and

WHEREAS, the Director of Planning, Building and Development has negotiated an intergovernmental agreement with the City of North Chicago; and

WHEREAS; the States Attorney's office has reviewed the proposed Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Lake County, Illinois that the Chairman of the Board is hereby authorized to execute an intergovernmental agreement with the City of North Chicago for the purposes of providing said City building, fire and safety code enforcement services, said Agreement attached with Exhibits 1 and 2 (maps) herewith and made part hereof, said services to be provided by the Department of Planning, Building and Development; and

BE IT FURTHER RESOLVED, that this Agreement may be terminated within 30 days written notice by either party; and

BE IT FURTHER RESOLVED, the Department is directed to monitor the revenues versus direct/indirect costs every four months to insure no County subsidy of the program; and

BE IT FURTHER RESOLVED, that this agreement becomes effective immediately upon the signing of the agreement by the Chairman and expires June 30, 2005, unless renewed by both North Chicago and Lake County.

ADOPTED, in Waukegan, Lake County, Illinois on this 11th day of May, A.D., 2004.

**INTERGOVERNMENTAL AGREEMENT
FOR
PLANNING AND DEVELOPMENT CODE
ENFORCEMENT CONTRACT SERVICES**

This Agreement is made and entered into by and between the County of Lake, a body politic and corporate hereinafter referred to as the "COUNTY", and the City of North Chicago, a municipal corporation within the boundaries of the County of Lake, hereinafter referred to as the "CITY."

WHEREAS, both the COUNTY and the CITY are governmental agencies of the State of Illinois vested with the responsibility and authority to enforce and uphold building, fire, site development and safety codes in their respective jurisdictions; and

WHEREAS, the CITY has determined that there presently exists a need for additional support in building, fire, site development, and safety code enforcement in the CITY; and

WHEREAS, both the COUNTY and the CITY 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 CITY is desirous of contracting with the COUNTY to obtain and provide said enforcement in and for the CITY; 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. The COUNTY, through its DEPARTMENT OF PLANNING, BUILDING AND DEVELOPMENT (the "DEPARTMENT"), will be responsible for all commercial and residential building inspections and plan reviews for new commercial and new residential building construction within the area of the CITY depicted on Exhibit 1 attached hereto and all building code inspections and related plan reviews for construction, renovations or alterations at the Abbott Laboratories, North Chicago Campus as depicted on Exhibit 2 attached hereto.
2. The DEPARTMENT will be responsible for enforcement of commercial and residential building codes for new commercial and new residential construction within the area of the CITY depicted on Exhibit 1 and for enforcement of

commercial building codes at the Abbott Laboratories, North Chicago Campus as depicted on Exhibit 2, including the issuance of citations for violations observed by the DEPARTMENT upon request of the CITY.

3. All court enforcement proceedings shall be prosecuted by the CITY attorney.
4. If requested, the DEPARTMENT will make court appearances when necessary for commercial or residential building code violations occurring within the area of the CITY depicted on Exhibit 1 and the Abbott Laboratories, North Chicago Campus.
5. When requested by an authorized agent of the CITY, the DEPARTMENT will investigate and provide reports to the CITY relating to commercial or residential building code complaints for new construction occurring within the area of the CITY depicted on Exhibit 1 or relating to the Abbott Laboratories, North Chicago Campus.
6. The CITY is responsible for providing training to DEPARTMENT inspectors on the CITY'S building codes and shall identify in writing a representative as the CITY contact person for all DEPARTMENT queries relating to this Agreement.
7. The CITY will be responsible for processing all commercial and residential building permits pertaining to new construction within the area depicted on Exhibit 1 and pertaining to the Abbott Laboratories, North Chicago Campus.
8. The DEPARTMENT will provide a person to be present at the CITY'S office to receive and answer any and all questions regarding commercial and residential building permits for new construction up to two hours per week at a time and in a manner established by mutual agreement of the CITY and the DEPARTMENT. The DEPARTMENT will provide one building inspector to be on-site at the Abbott Laboratories, North Chicago Campus to conduct plan reviews and building inspections up to two hours per week at a time to be mutually agreed upon by and between the DEPARTMENT, the CITY, and Abbott Laboratories, North Chicago.
9. For all services provided under this Agreement relating to new residential and new commercial construction within the area of the CITY depicted on Exhibit 1, on or before the 15th day of each month, the CITY shall provide to the DEPARTMENT a written activity report of building permits issued, special inspections conducted, and revenues received during the preceding month. The DEPARTMENT shall bill and provide adequate supporting documentation to the CITY upon receipt of the activity report for all services provided by the DEPARTMENT under this Agreement during the preceding month. The CITY agrees to make payment to the COUNTY within thirty (30) days of billing.

10. For all services provided under this Agreement relating to construction or alterations at the Abbott Laboratories, North Chicago Campus under its maintenance permit with the CITY, on or before January 15, April 15, July 15, and October 15 of each year, the DEPARTMENT shall provide to the CITY a written activity report of permits issued and inspections conducted during the immediately preceding quarter, and an invoice reflecting fifty percent (50%) of the DEPARTMENT fees then in effect for the permits issued, inspections conducted, and serviced rendered during the preceding quarter. The CITY shall within thirty (30) days thereafter remit payment to the COUNTY in the amount as calculated pursuant to Paragraph 12.b. below. Nonpayment to the CITY by Abbott Laboratories, North Chicago shall not excuse the CITY from making payment to the COUNTY at the time and in the amount established under this Agreement.
11. The CITY further agrees to pay interest to the COUNTY, at an annualized rate of the lesser of 10% or the maximum amount allowed by law, upon any balance that remains outstanding and owing more than thirty (30) days. In the event the COUNTY deems it necessary to initiate suit to recover monies owed under this Agreement and prevails substantially in such action, the COUNTY shall also be entitled to recover its reasonable attorney's fees incurred in bringing and prosecuting such suit.

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

	<u>SERVICE</u>	<u>FEE TO BE PAID TO COUNTY</u>
a.	Commercial and Residential Building inspection and plan review for new construction.	½ of the DEPARTMENT fee or ½ of the CITY fee in effect at the time of the inspection and/or plan review, whichever is greater.
b.	Commercial Building inspection and plan review for the Abbott Laboratories, North Chicago Campus.	½ of the DEPARTMENT fee or ½ of the CITY fee in effect at the time of the inspection and/or plan review, whichever is greater.
c.	Court or deposition appearances and preparation stemming from Commercial or Residential Building code violations when requested by City.	\$50 per hour (to the nearest one half (½) hour), with a minimum charge of \$50.

SERVICE

**FEE TO BE PAID TO
COUNTY**

- d. Investigation, reports, and other enforcement proceeding assistance relating to Commercial or Residential Building code complaints for new construction or the Abbott Laboratories, North Chicago Campus when requested by City. \$50 per hour (to the nearest one half (1/2) hour), with a minimum charge of \$50.
13. The DEPARTMENT Director or the Deputy Director of Building Code Enforcement shall be the contact person for receiving notices, queries, complaints, and commendations of services performed under this Agreement. In the event of a dispute between the parties as to the extent of the duties and functions, and standards of performance, the discipline of personnel, and level or manner of performance pertaining to the operation of this Agreement, the determination thereof made by the DEPARTMENT shall be final and conclusive as between the parties hereto.
14. The CITY agrees to defend itself in any actions or disputes brought against the CITY arising out of, relating to, in connection with, or as the result of this Agreement or any services provided hereunder and to defend and to indemnify and hold the COUNTY and DEPARTMENT harmless and free from liability of any kind resulting from the acts or conduct of the CITY and its employees, agents, or representatives arising out of, relating to, in connection with, or as a result of this Agreement.
15. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Notwithstanding such notice of termination, the CITY shall remain responsible for payment to the COUNTY of all permit, special inspection, and all other fees due the COUNTY for permits issued or services provided prior to the effective date of termination. Further, in the event the DEPARTMENT provides code violation prosecution assistance at the request of the CITY, such as depositions, court appearances, and related preparation, after the termination date of this Agreement the CITY shall be responsible for paying the COUNTY for such DEPARTMENT services at the rates set forth in this Agreement.
16. This Agreement shall be in full force and effect from the date it is fully executed by the parties through the signatories set forth below through July 1, 2005, inclusive.

17. This Agreement may be extended for such period of time as shall be agreed upon by the parties in writing at least thirty (30) days prior to the expiration of the term of this Agreement or any extended term hereunder. In the absence of a written extension to or termination of this Agreement as contemplated above, the DEPARTMENT may, at its option, continue to provide services defined herein, and such services and the acceptance thereof by the CITY, shall constitute an effective extension of this Agreement and its provisions until such time as either party terminates this Agreement as provided in Paragraph 15 above or the parties enter into a written extension as provided for in this paragraph.
18. 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.
19. Both parties have been represented by counsel of their choosing who have negotiated this Agreement. Consequently, this Agreement shall not be construed strictly against either party merely by virtue of the fact that the Agreement has been prepared by counsel for either party. It is recognized and acknowledged by the parties that each of them contributed substantially and mutually to the preparation, form, and content of this Agreement.
20. 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 City of North Chicago, by a Resolution duly adopted by the City Council of North Chicago, causes this Agreement to be signed by its Mayor and attested to by its Clerk all on the day and year hereinafter written.

Dated this ____ day of _____, A.D., 2004.

COUNTY OF LAKE:

By:

SUZI SCHMIDT, Chairman
Lake County Board

By:

Director, Department of Planning,
Building, and Development

Attest:

Willard R. Helander
County Clerk

Dated this ____ day of _____, A.D., 2004.

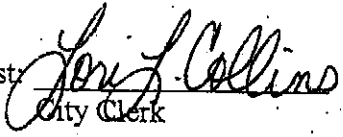
CITY OF NORTH CHICAGO

By:



BETTY THOMAS, Mayor

Attest:



City Clerk

Exhibit 2: Abbott Laboratories, North Chicago Campus covered under the Intergovernmental Agreement for Building Code Enforcement Services

