

RESOLUTION NUMBER 20 -13

A RESOLUTION AUTHORIZING THE EXECUTION OF THE AGREEMENT FOR EMPLOYMENT OF JAMES KELLY AS VILLAGE PUBLIC WORKS DIRECTOR/BUILDING INSPECTOR FOR THE VILLAGE OF EAST DUNDEE

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to enter into the Agreement for the services of James Kelly as Public Works Director/Building Inspector in accordance with the terms set forth in the attached Exhibit 1.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of the Employment Agreement between James Kelly and the Village of East Dundee, a copy of which Agreement is attached hereto and made a part hereof as Exhibit 1.

Section Two. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

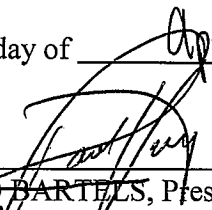
Adopted this 15 day of April, 2013, pursuant to a roll call vote as follows:

AYES: Trustees Lynam, Miller, Skellicorn, VanOstenbridge and President Bartels

NAYES: Ø

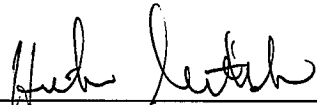
ABSENT: Trustees Rubilo and Coarman

Approved by me this 15 day of April, 2013.



JERALD BARTELS, President Pro Tempore
Paul VanOstenbridge

ATTEST:



Heather Maieritsch, Village Clerk

Recorded in the Village Records on April 16, 2013.

**AGREEMENT FOR PROFESSIONAL SERVICES
FOR BUILDING CODE AND DIRECTOR OF PUBLIC WORKS OFFICIAL**

THIS AGREEMENT, by and between the Village of East Dundee (the "Village") and Building and Code Consultants, Incorporated (the "Contractor"), is made this 15 day of April, 2013.

The parties, in consideration of the mutual promises, conditions and covenants set forth herein, agree as follows:

1: **Term:** The initial term of this Agreement shall be two years, commencing on the effective date of this Agreement (the "Initial Term"). Unless terminated as set forth in this Section, the Initial Term shall be automatically extended for a one-year term (the "Subsequent Term"). The Village may terminate this Agreement by providing Contractor with written notice of termination not less than thirty (30) days prior to the end of the Initial Term or the Subsequent term. Contractor may terminate this Agreement by providing the Village with thirty (30) days' notice of termination.

2: **Scope of Duties:** During the term of the Agreement, Contractor shall provide services for building inspections for residential, commercial and industrial construction, review plans for residential, commercial and industrial, issue permits and any other administrative duties, coordinating inspections with other inspectors, conduct property maintenance inspections, assist with ordinance development, building code policy and procedures, enforce building and property maintenance codes, recommend changes to policies and codes and shall keep records of all work performed under this Agreement. In addition, during the term of this Agreement, Contractor shall oversee the following projects: (1) the conversion of the fire department facility on Third Street in East Dundee to a police department facility; and (2) renovation of, and any addition(s) to, the existing East Dundee Village Hall at 120 Barrington Avenue. All records, drawings, plans, surveys, charts, reports and other documentation made in the course of the work performed hereunder, or in anticipation of the work to be performed in regard to this Agreement, shall at all times be and remain the sole property of the Village.

3: **Governing Law:** This contract shall be governed and construed in accordance with the laws of State of Illinois; and any disputes shall be litigated in a state court located in Kane County or Cook County, Illinois.

4: **Independent Contractor:** Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement, including but not limited to, any sub-contractors it may use in its

performance of this Agreement. The Village's relationship to Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village for any purpose.

5: Employment Status: Contractor certifies that its personnel have the certification and or licenses to perform the duties set forth in Section 2 above.

6: Compensation: (a) During the Initial Term, the Village shall pay Contractor a monthly fee of Eight-Thousand Five-Hundred Dollars (\$8,500.00). During the Subsequent Term, the Village shall pay Contractor a monthly fee of Eight-Thousand Eight-Hundred Dollars (\$8,800.00). The monthly fee shall be paid to Contractor not later than the tenth (10th) day of the month in which the services are to be performed.

(b) In the event the Village requires or requests Contractor to attend any special meeting (board meetings, Planning, Zoning and Commission, or any other meetings outside the scope of Section 2 above), Contractor shall be entitled to compensatory leave in an amount equal to the time Contractor spends in connection with such special meeting, including but not limited to preparation time, travel time and attendance time. For example, if Contractor spends 2 hours and 45 minutes preparing for, traveling to, and attending a Board meeting, Contractor shall be entitled to compensatory leave of 2 hours and 45 minutes.

(c) The Village shall provide Contractor with a vehicle for use in connection with Contractor's duties hereunder.

7: Insurance: Contractor shall at all times during the term of this Agreement maintain in full force and effect policies of insurance with a company licensed to do business in the State of Illinois.

A: Workmen's compensation insurance as required under the laws of the States of Illinois for each and every employee of Contractor who performs services hereunder in or for the Village.

B: General liability insurance covering claims for damages because of injury to, or destruction of, property, including loss of use thereof, and personal injury, including death, which result from the performance of services hereunder, and any act of omission in regard thereto, in an amount not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate.

C: Professional liability insurance in an amount not less than \$1,000,000.

D: A certificate of insurance for each policy will be provided to the Village upon acceptance of this agreement and annually when the policy is renewed.

E: The Village shall be named as an additional primary insured on all such policies.

F: All policies under this Section shall also provide that no policy or any part thereof may be terminated or modified except upon thirty (30) days prior written notice to the Village.

8: Complete Agreement: This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and any and all prior promises, understandings, agreements, discussions and negotiations between the parties regarding this subject matter are merged herein. This Agreement may not be amended except by a written document executed by each party and delivered one to the other.

Upon acceptance, signatures of acceptance are required by the Village Administrator and attested by the Village Clerk. The undersigned warrant that each has been duly authorized to execute and deliver this document on behalf of the party for whom he or she has signed this Agreement.

VILLAGE OF EAST DUNDEE

Accepted by: Robert J. Skurla Attested by: [Signature]
Robert J. Skurla Village Administrator Village Clerk

Date: April 15, 2013

Date: April 15, 2013

BUILDING AND CODE CONSULTANTS, INCORPORATED

Accepted by: Terril A. Kelly
Terril A. Kelly, Vice President

Date: April __, 2013