

Resolution No. 48-15

**A RESOLUTION OF THE VILLAGE OF EAST DUNDEE,
COOK AND KANE COUNTIES, ILLINOIS, TO APPROVE AN AGREEMENT FOR
PROFESSIONAL SERVICES FOR A PART-TIME BUILDING CODE ENFORCEMENT
INSPECTOR AND SPECIAL PROJECTS COORDINATOR**

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (the "*Village*") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village and Building and Code Consultants, Incorporated desire to enter into a Professional Services Agreement wherein Building and Code Consultants, Incorporated agrees to provide building and property maintenance inspection and code enforcement services on a part-time basis at the direction of the Director of Public Works & Building.

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 1. That the Agreement for Professional Services for a Part-time Building Code Enforcement Inspector and Special Projects Coordinator, attached hereto and made a part hereof, is hereby approved and the Village Administrator is hereby authorized to execute and deliver said Agreement on behalf of the Village.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 1st day of June, 2015, pursuant to a roll call vote as follows:

AYES: Trustees Skillicorn, Lynam, Selep, Wood and Hall

NAYS: Ø

ABSENT: Trustee Gorman

APPROVED this 1st day of June, 2015



Lael Miller, Village President

Attest: 

Heather Maieritsch, Village Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES FOR A PART-TIME
BUILDING CODE ENFORCEMENT INSPECTOR AND SPECIAL
PROJECTS COORDINATOR**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement"), by and between the Village of East Dundee (the "Village") and Building and Code Consultants, Incorporated (the "Contractor"), is made effective this 1st day of June, 2015.

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

1: Term: The term of this Agreement shall be for twenty-four (24) months, commencing on the effective date of this Agreement. At the end of the term the parties may agree to mutually enter into a new agreement for such services. Either party may terminate this Agreement by providing the other party with thirty (30) days written notice of termination.

2: Scope of Duties: During the term of the Agreement, Contractor shall provide services at the direction of the Director of Public Works & Building for building inspections for residential, commercial and industrial construction, review plans for residential, commercial and industrial, coordinating inspections with other inspectors, conduct property maintenance inspections, assist with ordinance development, enforce building and property maintenance codes, and shall keep records of all work performed under this Agreement. The Contractor shall file monthly reports of hours worked, a description of the work and the name of the project with the Director of Public Works & Building.

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.

The person assigned by the Contractor to perform the work of the Contractor shall be James Sylverne unless otherwise approved by the Director of Public Works & Building.

3: Governing Law: This contract shall be governed and construed in accordance with the laws of the State of Illinois; and any disputes shall be litigated in a state court located in Kane 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. 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 certifications and or licenses to perform the duties set forth in Section 2 above.

6: Compensation: A. During the initial 12 month term, the Village shall pay Contractor a monthly fee of Four-Thousand Dollars (\$4,000.00). Such payment shall be for a minimum of 70 hours of service and a maximum of 100 hours of service. If the minimum number of hours is not worked in a month than that amount not worked shall roll over to the next month as the minimum for that month and continue to roll-over until those hours are worked.

B. During the subsequent 12 months, the Village shall pay Contractor a monthly fee of Four-Thousand Five-Hundred Dollars (\$4,500.00) under the same terms as A. above.

C. The monthly fee shall be paid to Contractor not later than the end of the next month for the services performed the prior month.

D. The Village shall provide Contractor with a vehicle for use only in the Village in connection with Contractor performing its duties pursuant to this Agreement unless otherwise approved by the Director of Public Works & Building.

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 results from the performance of services hereunder, and any act of omission in regard there to, 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.

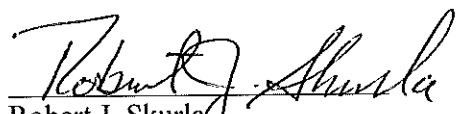
E: The Village and its officials and employees shall be named as an additional primary insured on all such policies except workmen's compensation insurance.

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 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.

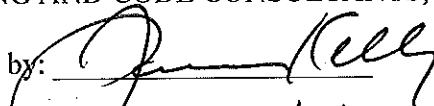
The undersigned warrant that each has been duly authorized to execute and deliver this document on behalf of the party for whom he or she has signed this Agreement.

VILLAGE OF EAST DUNDEE


Robert J. Skurla
Village Administrator

Date: June 2, 2015

BUILDING AND CODE CONSULTANTS, INCORPORATED

Accepted by: 

Print Name: JAMES KELLY

Title: President

Date: 6-2-2015