

**RESOLUTION NUMBER 25 - 10**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CARPENTERSVILLE AND THE VILLAGE OF EAST DUNDEE FOR BUILDING INSPECTION SERVICES**

THIS AGREEMENT is entered into this 17<sup>th</sup> day of May, 2010, by and between the Village of Carpentersville, an Illinois Municipal Corporation, (hereinafter referred to as "Carpentersville") and the Village of East Dundee, an Illinois Municipal Corporation, (hereinafter referred to as "East Dundee").

WHEREAS, Carpentersville; and

WHEREAS, Inspector(s) and is will the corporate limits of

WHEREAS, government as provide

WHEREAS, for intergovernmental c

WHEREAS, *et seq.*, provides further ILCS 220/5, specifically contracts; and

Approved by Village of East Dundee

Awaiting approval of the Village of Carpentersville.

7/22/10

inspection services from

Illinois Certified Building variety of inspections within

palities or units of local; and

stitution provides authority

(the "Act"), 5 ILCS 220/1 and Section 5 of the Act, 5 tion of intergovernmental

WHEREAS, Carpentersville and East Dundee have authorized execution of this Agreement as an exercise of their respective home rule authority and the authority granted to them by the Illinois Constitution and the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth in this Agreement, the Parties do hereby agree as follows:

**Section 1: Incorporation of Recitals**

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

**Section 2: Service Provided by Carpentersville**

Carpentersville shall, in accordance with the terms and conditions set forth in this Agreement, provide the following services:

- A. Provide Building Inspectors to conduct building inspections of one- and two-family dwelling units within the corporate limits of East Dundee.

- B. As necessary, Building Inspectors shall attend court or such other administrative proceedings for the purpose of providing testimony or other evidence with respect to any observed violations.
- C. The inspections to be performed by Carpentersville Inspectors shall include but are not limited to: footing and foundation inspections; pre-placement of concrete inspections; pre-placement of asphalt inspections; rough and final framing inspections; rough and final electrical inspections; rough and final mechanical inspection; insulation inspections; re-inspections; and certificate of occupancy inspections. Inspections shall be conducted for the purpose of determining compliance with the applicable building ordinances, codes, and regulations of East Dundee, as provided in Chapter 151 of the Code of Ordinances of the Village of East Dundee (hereinafter referred to as "Building Codes").
- D. Each Inspector shall have such equipment as is reasonably necessary to conduct thorough inspections as required.
- E. Each Inspector shall utilize inspection forms provided by East Dundee. Upon completion of an inspection, findings will be provided on the Inspection Report and one copy of the Inspection Report shall be provided to the owner, owner's agent or occupant of the inspected premises or left in a conspicuous location at the inspection premises; another copy of the Inspection Report shall be provided to East Dundee; and a third copy of the Inspection Report shall be retained by Carpentersville.
- F. Inspections may be scheduled between the hours of 8:30 AM and 3:00 PM. Inspection requests by East Dundee shall be made to Carpentersville via email by no later than 3:00 PM one business day prior to the requested inspection date.
- G. Each Inspector will continue to give priority of inspection services needs to the Village of Carpentersville
- H. Each Inspector shall utilize a Carpentersville vehicle to access the site of the inspection.
- I. All Carpentersville Building Inspectors shall, at all times, remain under the direction and control of the Community Development Director of the Village of Carpentersville.

### **Section 3: Authorization by East Dundee**

- A. East Dundee hereby authorizes Carpentersville Building Inspectors to conduct building inspections of one- and two-family dwelling units within the corporate limits of East Dundee.
- B. East Dundee shall provide Carpentersville with copies of the applicable Building Codes adopted by East Dundee and shall provide all inspection forms for use by the Building Inspectors.

### **Section 3: Cost of Services**

The cost of the proposed services to be provided hereunder shall be calculated and invoiced at an hourly rate of \$60.00

### **Section 4: Insurance**

Each Inspector will be covered by Carpentersville's Workers Compensation Insurance and General Liability Insurance. Carpentersville to provide proof of Workers Compensation Insurance naming the Village of East Dundee as an additional insured.

### **Section 5: Indemnity**

- A. East Dundee shall protect, indemnify, save, and forever hold harmless Carpentersville and/or officers, officials, attorneys, employees, agents and/or representatives from and against any liability, claim, injury, damage, penalty, or loss, including but not limited to court costs, litigation expenses, insurance deductibles and attorneys' fees and expenses, no matter how sustained, allegedly directly or indirectly arising out of or as a result of this Agreement, by virtue of any act or omission of any of Carpentersville's officers, officials, attorneys, employees, agents and/or representatives, or with respect to actions taken by Carpentersville on behalf of East Dundee under the terms of this agreement; , except only in the event of willful and wanton or intentional conduct on the part of Carpentersville as determined by a court of law making a specific finding of fact. East Dundee shall reimburse Carpentersville for any attorney's fees incurred by Carpentersville in connection with any such claim, injury, or loss allegedly occurring during the term of this Agreement.
- B. East Dundee shall carry and maintain comprehensive general public liability insurance, which shall include coverage for persona liability, contractual liability, automobile coverage, bodily injury, death, and property damage, in a minimum amount of \$5,000,000.00 combined single limit, which insurance shall include Carpentersville as a named additional insured. The comprehensive liability insurance as provided herein shall be the primary insurance as to any insurance carried by the parties designated as additional insured. The parties agree that, other than the insurance provided pursuant to this paragraph, that Carpentersville, on their behalf and on the behalf of their insurer, waive any right to contribution or subrogation against East Dundee.
- C. The obligations contained in this section shall remain in full force and effect and shall not be impaired by the expiration or termination of this Agreement.

### **Section 6: Term of Agreement**

- A. The term of this Agreement shall be effective for a period of sixty (60) days from the date execution. This Agreement shall renew automatically for additional sixty (60) day terms, without further action by the Parties, unless terminated by the mutual agreement of the Parties not less than ten (10) days, prior to the expiration of the current term.

B. East Dundee shall be responsible for payment to Carpentersville for actual costs incurred through the proposed termination date. Said costs shall be based upon the contractual amounts cited above in Section 3 of this Agreement.

**Section 7: No Assignment.**

This Agreement shall not be assignable by any Party.

**Section 8: Amendments; Waivers**

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

**Section 9: Relationship of the Parties**

Carpentersville shall act as an independent contractor with respect to the provision of the Services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between Carpentersville and East Dundee. All Building Inspectors shall remain employees of Carpentersville and no employer/employee relationship shall be created by this Agreement between East Dundee and any person providing services under the terms of this Agreement.

**Section 10: Governing Law.**

The parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

**Section 11: No Discrimination.**

No person shall legally be excluded from employment rights, participation and/or be denied the benefits of, the program which is subject of this Agreement on the basis of race, religion, color, sex, age, disability, or national origin.

**Section 12: Severability.**

The purpose of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not effect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other party.

**Section 13: Notices.**

All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons at the addresses stated:

To Carpentersville: Village Manager  
Carpentersville Village Hall  
1200 L.W. Besinger Drive  
Carpentersville, IL 60110

To East Dundee: Frank Koehler  
Village Administrator  
East Dundee Village Hall  
120 Barrington Avenue  
East Dundee, IL 60118

**Section 14: Entire Agreement**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

Adopted this 17<sup>th</sup> day of May, 2010, pursuant to a roll call vote as follows:

AYES: 6 - Justices Gorman, Lynam, Miller, Cichowski, Van Ostenbridge  
NAYES: 0 & President  
ABSENT: 1 - Justice Ruffalo

Approved by me this 17<sup>th</sup> day of May, 2010.

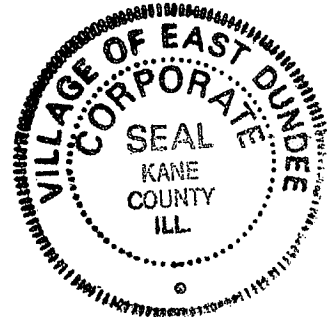
Jerald Bartels  
JERALD BARTELS, President

Published in pamphlet form this 21<sup>st</sup> day of May, 2010, under the authority of the President and Board of Trustees.

ATTEST:

Jennifer Rehberg  
JENNIFER REHBERG, Village Clerk

Recorded in the Village Records on May 21<sup>st</sup>, 2010.



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**VILLAGE OF EAST DUNDEE**

**VILLAGE OF CARPENTERSVILLE**

\_\_\_\_\_  
Frank Koehler, Village Administrator

\_\_\_\_\_  
Village Manager

  
\_\_\_\_\_  
Jennifer Rehberg, Village Clerk

\_\_\_\_\_  
Terri Wilde, Village Clerk