
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 14-01

**AN ORDINANCE AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE CITY OF BRAIDWOOD CONCERNING THE PROVISION
OF BUILDING AND PROPERTY INSPECTION SERVICES**

NEAL E. NELSON, President
PAMELA M. NOFFSINGER, Village Clerk

GEORGETTE VOTA
ROSS BRADLEY
TIMOTHY BRADLEY
TERRY HALLIDAY
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

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on January 13, 2013

ORDINANCE NO. 14-01

AN ORDINANCE AUTHORIZING ENTRY INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF BRAIDWOOD CONCERNING THE PROVISION OF BUILDING AND PROPERTY INSPECTION SERVICES

WHEREAS, the Village of Coal City (“Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the Village and the City of Braidwood (“City”) are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois, are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* (the “Act”), and are established and governed by the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (“Municipal Code”); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village and City each have legal authority to regulate, *inter alia*, the public health, fire safety, the strength and manner of the construction of all structures, the installation and maintenance of heating, air-conditioning, and refrigeration units, and the installation, use, and alteration of electrical equipment; and

WHEREAS, the Village and City are authorized to and have adopted by reference regulations governing the built environment from nationally recognized technical trade or service organizations governing building construction and alterations; and

WHEREAS, the City is in need of building inspection services in order to monitor

compliance with and enforce the terms of the City's local building regulations; and

WHEREAS, the Village and City are committed to cooperating in ways which allow the respective bodies to better serve their constituencies; and

WHEREAS, the Village has a building inspector and is willing to assist the City by sharing the services of its building inspector on a temporary basis in exchange for the consideration and in accordance with the terms and conditions of that certain intergovernmental agreement herein approved;

WHEREAS, the Village and City are committed to cooperating in ways which allow the respective bodies to better serve their constituencies; and

WHEREAS, the Corporate Authorities of the Village have reviewed and approved the terms of the intergovernmental agreement referenced herein and find it to be in the best interest of the Village to set forth the terms and conditions of the shared building inspection services as provided in the attached intergovernmental agreement; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

SECTION 2. TITLE.

That this Ordinance shall be known and may hereafter be referred to as the *Coal City – Braidwood Building Inspection Intergovernmental Agreement Ordinance.*

SECTION 3. ENACTMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Intergovernmental Agreement By and Between the Village of Coal City and the City of Braidwood Concerning Building and Property Inspection Services (the "Agreement") attached hereto as Exhibit A. The Corporate Authorities shall and do hereby authorize, approve and direct the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature. The Village President and Village Clerk are further authorized and directed to execute and attest any and all other documents necessary to carry out and give effect to the purpose and intent of this Ordinance. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Ordinance are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 4. RESOLUTION OF CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 6. EFFECTIVENESS.

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this 13 day of January, 2013, at Coal City,

Grundy and Will Counties, Illinois.


AYES: 6

NAYS: 0

ABSENT: 0

ABSTAIN: 0

VILLAGE OF COAL CITY


Neal E. Nelson, President

Attest:


Pamela M. Noffsinger, Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF COAL CITY
AND THE CITY OF BRAIDWOOD CONCERNING BUILDING AND PROPERTY
INSPECTION SERVICES**

[Attached on following pages]

4829-3815-0935, v. 1

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF COAL CITY
AND THE CITY OF BRAIDWOOD CONCERNING BUILDING AND PROPERTY
INSPECTION SERVICES**

THIS AGREEMENT (the “Agreement”) is entered into by and between the VILLAGE OF COAL CITY (hereinafter “VILLAGE”) and the CITY OF BRAIDWOOD (hereinafter “CITY”).

WHEREAS, the VILLAGE and the CITY (cumulatively, the “Parties”) are units of local government within the meaning of Article VII, Section 1, of the Constitution of the State of Illinois, are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* (the “Act”), and are established and governed by the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (“Municipal Code”); and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the VILLAGE and CITY are committed to cooperating in ways which allow the respective bodies to better serve their constituencies; and

WHEREAS, the Parties each have legal authority to regulate the public health (65 ILCS 5/11-20-5), fire safety (65 ILCS 5/11-8-1 through 5/11-8-6), the strength and manner of the construction of all structures (65 ILCS 5/11-30-4), the installation and maintenance of heating, air-conditioning, and refrigeration units (65 ILCS 5/11-32-1), and the installation, use, and

alteration of electrical equipment (65 ILCS 5/11-37-2); and

WHEREAS, the Parties are further authorized by Division 3 of Article 1 of the Illinois Municipal Code, 65 ILCS 5/1-3-1, *et seq.*, and the Municipal Adoption of Codes and Records Act, 50 ILCS 220/0.01, *et seq.*, to adopt by reference regulations governing the built environment from nationally recognized technical trade or service organizations governing building construction and alterations, which records explicitly include, *inter alia*, “building codes, plumbing codes, electrical wiring codes, [and] fire prevention codes,” 65 ILCS 5/1-3-1(b), 65 ILCS 5/1-3-2; 50 ILCS 220/1(b); 50 ILCS 220/2; and

WHEREAS, the Parties have each adopted certain building regulations and technical codes on the basis of the authority hereinbefore set forth, including, as is relevant, the City having lawfully enacted Chapter 22 of the City of Braidwood Code of Ordinances, entitled “Buildings and Building Regulations” (the “City’s Building Regulations”); and

WHEREAS, the CITY is in need of building inspection services in order to monitor compliance with and enforce the terms of the City’s Building Regulations; and

WHEREAS, the VILLAGE has a building inspector and is willing to assist the CITY by sharing the services of its building inspector on a temporary basis in exchange for the consideration and in accordance with the terms and conditions set forth in this Intergovernmental Agreement; and

WHEREAS, the VILLAGE and CITY mutually desire by this Intergovernmental Agreement to set forth the terms and conditions for the VILLAGE’S provision of certain building inspection services to the CITY.

NOW, THEREFORE, in consideration for the promises and covenants contained ^{Ordinance 14-01} ~~contained~~

herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the VILLAGE and CITY agree as follows:

1. The foregoing recitals are hereby incorporated and adopted as if fully set forth herein.

2. This Agreement will commence on January 22, 2014 and continue in full force and effect up to and including March 31, 2015. The Parties acknowledge and agree that the arrangement herein provided for shall expire on its own terms on March 31, 2015 without any further action of the Parties hereto. The Parties reserve the right to extend this Agreement. Further, either party hereto may terminate this Agreement at any time during the term by providing the other party (15) fifteen days prior written notice of such termination. The Parties may also terminate this Agreement by mutual consent.

3. The CITY agrees to engage the VILLAGE for the purpose of providing the CITY with certain building inspection services to be provided by the VILLAGE'S Building Inspector as provided herein.

4. In connection with the foregoing, the VILLAGE shall make its Building Inspector available to the CITY to perform building inspections during regular VILLAGE and CITY hours of business and upon request of the CITY, but in no event shall Inspector perform inspection services or other related services for the CITY in excess of 16 hours per week.

5. While on detail for the CITY, Inspector shall be deemed an independent contractor to the CITY providing the Work set forth in Paragraph 6.

6. While on detail for the CITY, Inspector shall have the following duties ("Work"):

a. Inspect buildings, structures, properties and facilities as requested by the

CITY to determine compliance with the City's Building Regulations; ^{Ordinance 14-61}

- b. Issue permits, licenses, certificates of occupancy and other approvals or rejections thereof for the CITY in accordance with Inspector's inspection results;
- c. Review applications for building permits;
- d. Issue notices of code violations in accordance with CITY procedures, but only insofar as such violations are apparent to Inspector during the course of a scheduled inspection;
- e. Testify in any administrative adjudication or judicial code enforcement or violation proceeding in a court of competent jurisdiction, arising out of or otherwise related to the performance of building inspector duties as otherwise set forth herein.

7. The CITY acknowledges that Inspector is an employee of the VILLAGE and is bound by the duties and policies of the VILLAGE and as such may be required to be called away from the Work assigned by the CITY by the VILLAGE whenever, in the sole discretion of the VILLAGE or any of its officers, explicitly including the Village Administrator, Inspector is needed by the VILLAGE to perform time-sensitive work of any kind or nature. The parties agree and acknowledge that Inspector's employment duties for the VILLAGE shall take precedence over the Work performed for the CITY and the VILLAGE reserves the right to reassign the Inspector to his duties for the VILLAGE whenever it is necessary or expedient to do so. Reasonable notification of such re-assignment shall be made to the CITY.

8. The CITY acknowledges that Inspector is and shall remain an employee of the VILLAGE and shall not be considered an employee or agent of the CITY and is not entitled to

any benefits provided to employees of the CITY.

9. Inspector will conduct himself in a professional manner and at all times while performing Work for the City, shall abide the rules and regulations of the CITY.

10. Inspector shall prepare a monthly report addressed to the Mayor of the CITY, which monthly report shall detail Work performed for the CITY and time spent completing such Work. Such report shall be remitted together with a monthly invoice on or before the 30th of each month, for services rendered in the foregoing month. Such descriptions shall be included with monthly invoices sent to the CITY by the VILLAGE.

11. While performing Work for the City, Inspector shall be under the supervision of the City Administrator ("City Supervisor"). The City Supervisor shall be the final authority in giving direction to Inspector for Work for the City.

12. The VILLAGE shall provide monthly invoices to the CITY as set forth above. In consideration of the services rendered under the terms of this Agreement, the CITY shall compensate the VILLAGE as follows:

- a. \$50.00 per hour for Work performed by the Inspector, with hourly breakdowns rounded up to the nearest quarter-hour (0.25) increment
- b. Any instance of individual Work performed by the Inspector shall be billed as a minimum of 1.0 hour
- c. Any actual expenses necessarily incurred by the VILLAGE in providing the Work, including printing, photo-copies or other "soft costs", which reimbursement is calculated into the hourly charge for the Work
- d. Mileage shall be billed at the current internal revenue service allowable rate at the time of billing

13. All invoices shall be paid approved and paid promptly upon receipt by the CITY, and in no event shall payment be issued later than allowable under the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

14. The CITY shall be responsible for any VILLAGE fees resulting from the CITY's failure to pay any balance due, including but not limited to Attorney's fees.

15. The CITY hereby covenants and agrees to save, defend, indemnify and hold harmless the VILLAGE, its elected officials, officers, and employees (collectively "Indemnitees"), from and against any and all claim, demand, cause of action, suit, action (at law or in equity), judgment, liability, or expense, including, but not limited to, reasonable attorneys' fees and court costs (at trial or on appeal), arising out of or in any manner pertaining to this Agreement or the performance of the WORK which is the subject of the Agreement, irrespective of whether required, optional or voluntary, as may be performed by VILLAGE or any agent of Village, including but not limited to any personal injuries, death, property damages and contract or lien claims. In the event that any such claim is made against the VILLAGE or any of its Indemnitees as a result of the relationship between the Parties which is established by this Agreement, then VILLAGE shall be entitled to select its attorneys of choice to defend the claim and all costs shall be paid by the CITY as provided herein.

16. During the term of this Agreement, the CITY shall provide Village with a Certificate of Insurance confirming that VILLAGE has been named as an "additional insured" ("AI Endorsement") on liability insurance policies, including coverage for automobile liability, personal injuries and property damage. Such policies shall provide at least the following coverage:

- a. Comprehensive general liability in the minimum amount of One Million

Dollars (\$1,000,000.00) each occurrence and ~~One Million Dollars~~ ^{Ordinance 14-01}
(\$1,000,000.00) aggregate, as applicable, combining single limit, bodily
injury and property damage.

- b. A One Million Dollar (\$1,000,000.00) general liability umbrella coverage policy.
- c. Comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage.

All such policies shall provide that any notice that the policy been cancelled or not renewed shall be provided to VILLAGE by certified mail at least 30 days prior to the cancellation date. The VILLAGE shall be under no obligation to provide the WORK to the CITY until such certificate of insurance has been received or for any time when the required insurance is not in place. Failure of the VILLAGE to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of VILLAGE to identify a deficiency from evidence that is provided shall not be construed as a waiver of the CITY's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at VILLAGE's option. The CITY covenants and agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the VILLAGE. Nothing contained in this Agreement is to be construed as limiting the liability of the CITY. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Parties, but are merely minimums. The obligations of the CITY to purchase insurance shall not, in any way, limit its obligations to the VILLAGE in the event that the VILLAGE should suffer an injury or loss in excess of the

amount recoverable through insurance, or any loss or portion of a loss which is not covered by ^{Ordinance 14-01} the CITY's insurance.

17. This Agreement may be amended or modified at any time upon the mutual consent of the Parties, which mutual consent shall be evidenced in writing executed by the Parties.

18. All notices required to be served hereunder shall be served on the Parties at their respective addresses set forth below, and shall be deemed given upon personal delivery, or on the third day after mailing if sent by first class mail, or on the day after deposit with a nationally recognized overnight delivery service, and in each case, to the person(s) and address(es) set forth below:

VILLAGE: Village Administrator
Village of Coal City
535 S. Broadway Street
Coal City, IL 60416

With a Copy To: Mark R. Heinle
Ancel Glink
1979 N. Mill Street, Suite 207
Naperville, IL 60563

CITY: City Manager
City of Braidwood
141 W. Main Street
Braidwood, IL 60408

19. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without reference to or application of rules or principles of conflicts of law.

Ordinance 14-01

20. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. If any provisions of this Agreement shall be declared by any court of competent jurisdiction illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

22. The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

23. This Agreement represents the entire understanding and agreement among the Parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations, if any.

24. The VILLAGE and CITY warrant that each has full power and authority to enter into and to perform its obligations under this Agreement.

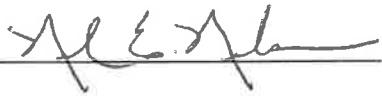
[SIGNATURES ON NEXT PAGE]


**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF COAL CITY
AND THE CITY OF BRAIDWOOD CONCERNING BUILDING AND PROPERTY INSPECTION
SERVICES**

IN WITNESS THEREOF, the VILLAGE OF COAL CITY and the CITY OF BRAIDWOOD, have caused this Intergovernmental Agreement to be executed by duly authorized officers thereof on the dates indicated below.

VILLAGE OF COAL CITY

CITY OF BRAIDWOOD

By: 
Mayor Neal Nelson

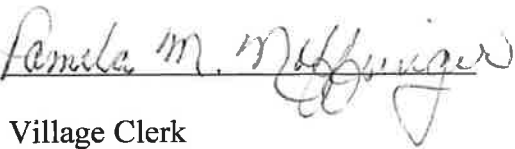
By: 
Mayor William Rulien

Date: 1-13-14

Date: 1-13-14

ATTEST:

ATTEST:


Village Clerk


City Clerk