

**INTERGOVERNMENTAL AGREEMENT
FOR
PLANNING SERVICES, COMMUNITY DEVELOPMENT
BETWEEN THE VILLAGE OF LONG GROVE AND THE VILLAGE OF MUNDELEIN**

This Intergovernmental Agreement for Planning Services (“Interim Planning IGA”) is made and entered into this _____ day of _____, 2021 (“Effective Date”), by and between the Village of Mundelein, an Illinois municipal corporation (“Mundelein”), and the Village of Long Grove, an Illinois municipal corporation (“Long Grove”), also at times referred to collectively as the “Parties”.

Recitals

WHEREAS, both Mundelein and Long Grove are municipalities authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/5, and other applicable law to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking that either of them could do singularly; and

WHEREAS, both Mundelein and Long Grove, as municipal corporations in the State of Illinois are vested with authority to plan for and regulate land use, growth, and development within their corporate boundaries and certain extraterritorial jurisdictional areas as authorized by law; and

WHEREAS, Long Grove has traditionally employed a full-time Village Planner to perform various services and responsibilities relating to the administration of Long Grove’s ordinances, regulations, and policies governing planning, land use, growth, and community development (collectively, “*Planning Services*”); and

WHEREAS, Long Grove’s current Village Planner is intending to retire effective July 15, 2021, and Long Grove has determined that there exists a need for additional support in providing Planning Services until Long Grove hires new full-time personnel; and

WHEREAS, Long Grove is desirous of contracting with Mundelein to provide certain Planning Services in and for Long Grove; and

WHEREAS, Mundelein is willing to provide such Planning Services in and for Long Grove, as provided herein.

NOW THEREFORE, in consideration of the foregoing and covenants contained herein, the parties hereby agree and covenant as follows:

Section 1. Nature and Purpose of Agreement.

Upon the retirement of Long Grove’s current Village Planner, Long Grove will have an interim need for Planning Services while a formal search is underway for a new full-time Community Development Director or Village Planner. Long Grove and Mundelein desire to enter into this Interim Planning IGA to:

- A. Provide for Mundelein to perform certain Planning Services in and for Long Grove on an interim basis;
- B. Provide a term and timeframe for such interim Planning Services;

- C. Detail specific Planning Services and related tasks to be performed by Mundelein for Long Grove;
- D. Identify expectations for Mundelein's performance of the interim Planning Services and deliverables to be provided in connection therewith;
- E. Provide a fee structure for the interim Planning Services; and
- F. Outline other agreements and expectations for the parties as set forth herein.

Section 2. Term.

- A. The interim Planning Services outlined in this Interim Planning IGA will commence on the Effective Date set forth above.
- B. This Interim Planning IGA has an initial term of six (6) months, commencing on the Effective Date. This Interim Planning IGA shall automatically expire at the end of such initial six-month term unless renewed or extended as provided in Section 2.D or Section 5.E.
- C. Termination.
 - i. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
 - ii. In addition to the foregoing, Long Grove may terminate this Interim Planning IGA at any time during the initial term or any extension or renewal term by providing written notice to Mundelein that Long Grove has offered employment to an individual to serve as Community Development Director or otherwise to perform the Planning Services, and the individual has accepted such employment.
 - iii. In the event of termination by either party, Long Grove shall remain responsible for payment to Mundelein for all Planning Services provided and reimbursable costs incurred by Mundelein through and including the effective date of such termination.
- D. Long Grove may, by providing written notice to Mundelein before the end of the initial term, extend this Interim Planning IGA for one renewal term not to exceed an additional twelve (12) months (a total of 18 months including the initial term plus renewal term); provided, however, that the fee structure applicable to any such renewal term shall be subject to renegotiation as provided in Section 5. The Long Grove Village Manager and the Mundelein Village Administrator shall coordinate at least 30 days prior to the expiration of the initial term to determine whether Long Grove desires to extend this Interim Planning IGA for a renewal term.

Commented [BG1]: Confirm that Long Grove does not expect the fee structure to be locked in beyond the initial 6-month term.

Section 3. Tasks and Services.

Mundelein Community Development Staff will provide the following Planning Services as described in this Section and upon request by Long Grove:

- A. Public Meetings. Prepare for and attend public meetings on the dates listed below, unless cancelled for lack of agenda items or a quorum, or unless otherwise directed by Long Grove. Long Grove will provide contact information, agendas, and draft minutes for public meetings and

identify public body members and Village consultants and their roles as participants in public meetings.

Commented [BG2]: Does the Village want to designate a particular Mundelein staff member to attend public meetings?

Confirm that Mundelein will not be expected to prepare or post meeting agendas or minutes or provide other administrative support for public meetings.

Board, Commission, Committee	Meeting Date and Time
Village Board	2 nd and 4 th Tuesday, 7:00 p.m.
Architectural Commission	3 rd Monday, monthly, 7:00 p.m.
Economic Development Commission	2 nd and 4 th Tuesday, monthly, 7:00 a.m.
Conservancy/Scenic Corridor Committee	1 st and 3 rd Wednesday, monthly (Mar-Oct), 7:00 p.m. 1 st Wednesday, monthly (Nov-Feb), 7:00 p.m.
Plan Commission & Zoning Board of Appeals	1 st Tuesday, monthly, 7:00 p.m.

- B. Plan reviews. Mundelein Community Development Staff planners will complete plan reviews for zoning, subdivision, building permit, and other development applications received by Long Grove. Mundelein will coordinate such plan reviews with the Mundelein Building Department and Long Grove staff as appropriate. All such plans will include a review of compliance with the Long Grove Zoning Code and related sections of the Long Grove Municipal Code (including, when applicable, the Long Grove Subdivision Ordinance).
- C. Customer Service Hours for over-the-counter/on-demand Planning Services. Members of the public or Long Grove staff that have questions relating to planning services can call the Mundelein Service Hotline at 847-949-2137 or email Sherry Shlagman at sshlagman@longgroveil.gov.
- D. Planning Consultation. Mundelein Community Development Staff planners will conduct planning consultations as needed. Planning consultation is scheduled time with a Mundelein Community Development Staff planner to review projects in more detail. Examples of Planning Consultation can include, but are not limited to, the following:
 - i. Meetings with organizations to receive information and provide feedback on proposed developments that will impact the Long Grove community and region (i.e. Route 53 meetings, CMAP meetings, meetings with Lake County, IDOT, etc.)
 - ii. Consulting with members of the public on proposed projects.
 - iii. Assisting members of the public with application materials.
 - iv. Research for projects.
 - v. Assistance to Long Grove staff, attorney, or consultants in attendance of meetings, conference calls, and review of large planning documents.

Commented [AO3]: Long Grove to advise how walk-ins and email participants are to be handled on their end to determine if set "office hours" will be needed.

Commented [BG4R3]: Long Grove staff, please advise re: walk-in services and office hours, if any.

Also, should there be any specific time frame for Mundelein to respond to calls/ emails?

Location, time, and means of planning consultations will be determined in the discretion of the Mundelein planner; provided, however that planning consultations shall be scheduled reasonably promptly upon request, shall be conducted during regular business hours (unless otherwise mutually agreed), and shall be conducted at a reasonably accessible location.

- E. Legal Notices. Mundelein Community Development Staff will prepare and arrange for publication, mailing, and/ or posting of public hearing notices and other legal notices (other than meeting agendas) as required by the Long Grove Municipal Code in connection with zoning, subdivision,

and other development applications received by Long Grove. Mundelein staff will coordinate with applicants and Long Grove staff as necessary to prepare and issue such notices.

Commented [BG5]: Please review and confirm whether this should be included. Since Jim has traditionally handled these notices, I added it as a suggestion.

Section 4. Expectations and Deliverables.

- A. Long Grove is to provide digital files with letterhead for use in preparing Plan Reviews and responding to correspondence related to Long Grove projects and meetings.
- B. Long Grove is to provide any documents or information to Mundelein as might be required to respond to and effectively serve the Long Grove community as provided in this Interim Planning IGA.
- C. Mundelein will submit requests in writing for any documents or information needed to complete Planning Services in accordance with this Interim Planning IGA. Long Grove will respond to such requests within two business days, which response may include identification of additional time necessary to provide requested documents or information. Mundelein shall not be in violation of this Interim Planning IGA if it fails to complete any Planning Services due to a failure by Long Grove to timely provide requested documents or information.
- D. Mundelein requests at least 24 hours' notice for a request to perform specific Planning Services; however, if a request arises without 24 hours' notice, Mundelein will attempt to make available, but will not warrant availability of, staff.
- E. In the event Mundelein and Long Grove have need for staff at the same time, Mundelein will make reasonable efforts to provide a planner as soon as possible or brief an alternate qualified Mundelein employee to fill in, however, Mundelein may prioritize Mundelein work.
- F. Mundelein will keep detailed records and accounting of time spent and costs incurred in performing Planning Services. Mundelein will make such records available to Long Grove for inspection upon request.

Commented [BG6]: This is a fairly open ended allowance for staff to prioritize Mundelein work. Should the agreement include any particular specifications about staffing—e.g. that at least one qualified staff planner will be made available to perform Planning Services for Long Grove on each business day? This would seem appropriate since the IGA contemplates workload equivalent to that of a full-time employee.

Section 5. Fee Structure and Cost Reimbursements.

- A. Fees. Commencing upon the Effective Date, Long Grove will pay compensation to Mundelein in the amount of \$10,834 per month or \$70.00 per hour for the performance of Planning Services in accordance with this Interim Planning IGA. Unless authorized by _____, the cumulative total cost of Planning Services performed during the six-month initial term of this Interim Planning IGA shall not exceed \$65,000.
- B. Postage and Legal Notices. Any costs for postage, envelopes or materials, or legal notices will be invoiced to Long Grove on a monthly basis, and Long Grove shall reimburse Mundelein for its actual costs incurred.
- C. Mileage. When reasonably feasible, Mundelein Community Development Staff shall use Mundelein municipal vehicles for all travel required in the performance of Planning Services. However, if a Mundelein municipal vehicle is unavailable, or circumstances otherwise require,

Commented [BG7]: Will services be invoiced on any hourly basis not to exceed \$10,834? Or is the Village committing to pay a minimum of \$10,834 per month, with any additional time billed hourly?

Commented [BG8]: This equates to approximately 155 hours per month at the \$70/hr rate. Should there be a process to authorize additional hours of work if needed?

Commented [BG9]: Reimbursable costs are not subject to the \$65,000 cap—please confirm this is the intent.

Mundelein employees may use a personal vehicle to perform Planning Services. In such event, Mundelein shall keep detailed mileage records relating to personal vehicle use, and Long Grove shall reimburse mileage costs at the current statutory rates. Any reimbursable mileage costs will be invoiced to Long Grove on a monthly basis.

Commented [BG10]: Insurance requirements for any personal vehicles used?

- D. Invoices. Mundelein shall submit detailed written invoices for Planning Services performed to Long Grove on a monthly basis or as otherwise mutually agreed by the Parties. Each such invoice shall contain an accounting and description of Planning Services performed, time spent, appropriate fees for such services, and any reimbursable costs incurred. Subject to Village Board approval, Long Grove agrees to make payment to Mundelein within 45 days after receiving each such invoice.
- E. Extension or Renewal. If Long Grove elects to extend this Interim Planning IGA as provided in Section 2, then the Parties will cooperate to negotiate fees for the performance of Planning Services during any renewal term(s), which fees shall be agreed upon, in writing, and approved by both Mundelein and Long Grove. Mundelein shall not be required to continue performing Planning Services after the initial six-month term of this Interim Planning IGA unless and until a fee structure for a renewal term is approved by both Parties. However, if requested by Long Grove, Mundelein may, at its option, continue to provide Planning Services as defined herein after the expiration of the initial term and before formal approval of any renewal or extension of this Interim Planning IGA. In that event, Mundelein's continued performance of Planning Services and Long Grove's acceptance thereof shall constitute an effective extension of this Interim Planning IGA and its provisions (including fee structure and cost reimbursement) until such time as either Party terminates the Interim Planning IGA as provided herein or the parties enter into a written extension as provided for in this Section.

Section 6. Feedback or Complaints.

- A. The Long Grove Village Manager or his designee shall be the contact person for receiving queries, complaints, and commendations of services performed under this Interim Planning IGA. All such queries, complaints, and communications involving Mundelein personnel shall be forwarded to the Mundelein Director of Community Development for disciplinary or other action, as determined by the Mundelein Director of Community Development, unless such action relates to the Mundelein Director of Community Development, in which case such communication shall be forwarded to the Mundelein Village Administrator.
- B. Any questions regarding the duties and functions, standards of performance, or level or manner of performance pertaining to this Interim Planning IGA shall be discussed and resolved by the Long Grove Village Manager and the Mundelein Director of Community Development.

Section 7. General.

- A. Confidentiality. Any documents, data, records, or other information given to or prepared by the Parties pursuant to this Interim Planning IGA shall be maintained in a confidential manner and shall not be made available to any individual or organization (other than Long Grove or Mundelein employees, applicable consultants, or members of applicable Commissions, Committees, or

Boards), except to the extent required by law, including without limitation the Freedom of Information Act (5 ILCS 140/, et seq.). The Parties will cooperate in responding (in the manner and within the time required by law) to any requests received pursuant to the Freedom of Information Act or other applicable law that seek inspection, copying, or production of documents, data, or records exchanged or prepared pursuant to this Interim Planning IGA.

- B. Indemnification. Mundelein agrees to defend, indemnify and hold harmless Long Grove and its elected and appointed officials, employees, agents, attorneys, consultants, and representatives from any and all claims, suits, damages, and liability of any kind arising out of, relating to, in connection with, or as a result of Mundelein's performance of, or failure to perform, this Interim Planning IGA or any services provided hereunder, except to the extent attributable solely to an intentional, negligent, or willful act or omission of Long Grove, its elected and appointed officials, employees, agents, attorneys, consultants, or representatives. Further Long Grove agrees to defend, indemnify and hold harmless Mundelein and its elected and appointed officials, employees, agents, attorneys, consultants, and representatives from any and all claims, suits, damages, and liability of any kind arising out of, relating to, in connection with, or as a result of Long Grove's performance of, or failure to perform, this Interim Planning IGA or any services provided hereunder, except to the extent attributable solely to an intentional, negligent, or willful act or omission of Mundelein, its elected and appointed officials, employees, agents, attorneys, consultants, or representatives.

Section 8. Effective Date.

This Agreement shall be in full force and effect from the Effective Date and continuing until its expiration or termination as provided in Section 2.

Section 9. Entire Agreement.

The foregoing Interim Planning IGA constitutes the entire agreement between the parties relating to the subject matter addressed herein, 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.

Section 10. No Third Party Beneficiaries.

This Agreement is not intended to benefit any third party that is not a Party to this Agreement and no claim by any Person as a third party beneficiary under this Agreement is valid.

Section 11. Execution.

This Agreement may be executed in two or more identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date first above written through their duly authorized officials.

[SIGNATURES ON FOLLOWING PAGES]

ATTEST:

VILLAGE OF MUNDELEIN, an Illinois home rule municipal corporation

Village Clerk

By: _____
Village President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

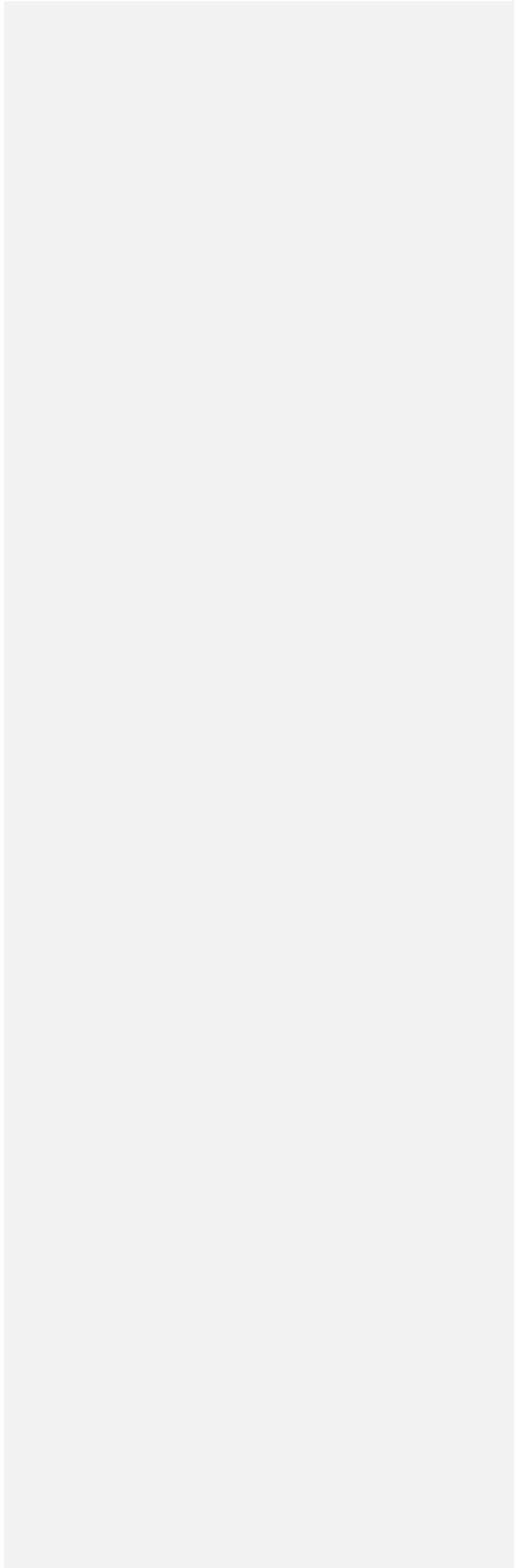
The foregoing instrument was acknowledged before me on _____, 2021, by _____, the Village President of the **VILLAGE OF MUNDELEIN**, an Illinois home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2021.

Signature of Notary

SEAL

My Commission expires: _____



ATTEST:

VILLAGE OF LONG GROVE, an Illinois non-home rule municipal corporation

Village Clerk

By: _____
Village President

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2021, by _____, the Village President of the **VILLAGE OF LONG GROVE**, an Illinois non-home rule municipal corporation, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this ____ day of _____, 2021.

Signature of Notary

SEAL

My Commission expires: _____

