

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Fire Prevention Bureau **DATE:** April 1, 2003
(Name)


RECOMMENDATION FROM: N/A **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND FIRE SAFETY CONSULTANTS, INC.", as presented.



SUMMARY OF ITEM:

Approval of this resolution will authorize an agreement with Fire Safety Consultants, Inc. for Fire Prevention plan review services.

RECORD OF ACTION TAKEN:

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND FIRE SAFETY CONSULTANTS, INC.

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Fire Safety Consultants, Inc. (the "Consultant"), for outsourcing of Fire Prevention Plan Review services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

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

Mayor

Passed:

Attest: _____
Village Clerk

FIRE SAFETY CONSULTANTS, INC.

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AGREEMENT TO PROVIDE FIRE PROTECTION PLAN REVIEW SERVICES DOWNERS GROVE, IL

THIS AGREEMENT made on this _____th day of March 2003 and ending March 31, 2004, between THE VILLAGE OF DOWNERS GROVE, a municipal corporation, DuPage County, Illinois (hereinafter referred to as the "VILLAGE") and Fire Safety Consultants, Inc., (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS the VILLAGE is in need of professional fire protection plan review services.

WHEREAS the CONSULTANT has proposed to provide fire protection plan review services.

WHEREAS the CONSULTANT is aware of and has been provided with applicable codes and local amendments on which the fire protection plan reviews are founded.

WHEREAS the CONSULTANT has an established company specializing in professional fire protection plan review services.

WHEREAS the use of such services would be in the best interest of the VILLAGE.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set fourth, the VILLAGE and the CONSULTANT agree as follows:

The CONSULTANT agrees to perform services in an expeditious manner consistent with the interests of the VILLAGE.

Section I
BASIC SERVICES

The CONSULTANT agrees to perform Basic Services under this contract as outlined in the proposed Downers Grove fee schedule. The CONSULTANT further agrees to provide plan reviews (for first review plan submissions) within ten (10) business days and for subsequent plan submissions within five (5) business days.

Section II
ADDITIONAL SERVICES

No Additional Services shall be performed by CONSULTANT without prior written approval of the VILLAGE.

Section III
COMPENSATION

The CONSULTANT agrees to keep records on the basis of generally accepted accounting principles for all services billed and to make such records available to the VILLAGE at mutually convenient times.

The CONSULTANT will invoice the contractor for the consultants and the Village fees. The consultant will send the Village fee checks to the Fire Department for Village processing.

Section IV
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its term through no fault of the party initiating the termination.

This Agreement may be terminated by the VILLAGE upon at least fourteen (14) days written notice to the CONSULTANT in the event that the project, work, or reason for this Agreement is permanently abandoned.

This Agreement may be terminated by either party, for any reason, upon thirty (30) days prior written notice to the other party.

Section V

INSURANCE AND INDEMNITY

The CONSULTANT agrees to carry workers compensation and insurance as required by the State of Illinois, comprehensive general liability insurance and comprehensive automobile liability insurance in the minimum amounts required. The CONSULTANT further agrees to furnish the VILLAGE with certificates of insurance confirming that the required insurance policies and coverages are in place. The CONSULTANT shall indemnify defend, and hold harmless the Village of Downers Grove, its officers, agents, and employees against any claims of whatever nature made against the Village of Downers Grove in account of the negligence or improper acts of the CONSULTANT, its agents or employees.

Section VI **MISCELLANEOUS PROVISIONS**

The CONSULTANT agrees to comply with all applicable State, Federal, and Village Code provisions in performing the services under this Agreement.

The parties hereto agree that for purposes of any lawsuit(s) between them concerning this Agreement, its enforcement, or the subject matter thereof, venue shall be in DuPage County, and the laws of the State of Illinois shall govern the cause of action.

Section VII **SUCCESSORS AND ASSIGNS**

The VILLAGE and the CONSULTANT, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the VILLAGE nor the CONSULTANT shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other.

Section VIII **EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the VILLAGE and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral.

This Agreement may only be amended by written instrument signed by both the VILLAGE and the CONSULTANT.

Nothing contained herein shall be deemed to create any contractual relationship between the CONSULTANT and any Subcontractors or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party and claim or right of action against the VILLAGE or the CONSULTANT which does not otherwise exist without regard to this Agreement.

THIS AGREEMENT entered into as of the day and year first written above.

VILLAGE OF DOWNERS GROVE

By: _____
Mayor

Attest: _____
Village Clerk

CONSULTANT

By: _____

Attest: _____
Secretary