

**Intergovernmental Agreement for Services**

**Between**

**The County of Lake, Illinois**

**&**

**The Lakes Region Sanitary District**

**Effective as of**

\_\_\_\_\_ , \_\_\_\_\_

**Intergovernmental Agreement to Foster  
Collaboration on Sewer-Related Operations and Services**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“**Agreement**”), between the County of Lake, a unit of local government in the State of Illinois (“**County**”), and the Lakes Region Sanitary District, a unit of local government created under the Sanitary District Act of 1936 (“**District**”).

**Recitals**

WHEREAS:

1. The District and the County, through the County’s Department of Public Works (the “**PW Department**”), each work to protect the health, safety, and welfare of the residents of Lake County by collecting and transmitting wastewater in Lake County, Illinois.
2. The District and County have a long history of working cooperatively on projects and initiatives to improve the environment and efficiently deliver wastewater services and systems in the northwestern portion of Lake County.
3. The District and County believe that further cooperation is in their mutual best interest, and that opportunities exist to more efficiently serve their residents and taxpayers through the use of the types of collaboration outlined in this Agreement, as well as provide a contingency plan for the provision of services in situations where resources are needed by one party and available from the other.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 2201/1 *et seq.*, Section 5-15010 of the Counties Code (55 ILCS 5/5-15010), and the applicable powers of the District under 70 ILCS 2805/1 *et seq.*, and all other applicable powers of the County and the District, the Parties hereby agree as follows:

Article 1.     **Definitions.**

- 1.1     “District Sewerage System”  
The Sanitary Sewers, pump stations, or facilities, as well as associated land, easements, and rights-of-way, that the District, from time-to-time, owns or operates for the purpose of or related to the Collection or Transportation of Sewage within the District for delivery to third-party sewerage systems, including the system owned by the County.
- 1.2     To the extent not expressly defined in this Agreement, terms used in this Agreement shall, to the extent practical, be defined in the manner that they are defined in that certain 2013 “Restated and Amended Agreement for Sewage Disposal” dated May 14, 2013 between the County and the District (the

“**Wholesale Agreement**”). Otherwise, terms shall be given their common and ordinary meaning.

Article 2. **Collaboration in Administrative Services.**

- 2.1 From time to time, the Parties may require resources that are not immediately available to them, whether due to an employee’s retirement, resignation, or other unavailability. When this occurs, either Party may request assistance from the other in writing (“**Requesting Party**”).
- 2.2 Upon such a request, the Party from whom assistance is sought (“**Assisting Party**”) may, in its sole discretion, agree to provide such assistance provided that doing so does not substantially impact the Assisting Party’s business operations in an adverse manner. If assistance is provided, the Assisting Party shall bear all of the employment costs of the employees who assist the Requesting Party, unless the Parties agree otherwise in advance and in writing.
  - 2.2.1 Absent a written agreement to the contrary, the Parties intend that the Assisting Party’s employees will not be considered employees of the Requesting Party, nor will they be considered independent contractors of the Requesting Party.
  - 2.2.2 Also absent a written agreement to the contrary, the Parties intend that the Assisting Party’s employees will provide assistance during their normal working hours and consistent with the terms and conditions of employment that otherwise govern their employment relationship.
- 2.3 Cross-training. To help prepare for times in which a request for assistance may arise, a Party may send one or more of its employees to the other Party to be cross-trained in the operations and tasks that the other Party provides, whether those tasks are administrative, operational, maintenance, or otherwise. The same conditions as stated in § 2.2 shall apply to any cross-training activities that the Parties undertake.

Article 3. **Collaboration for Operation and Maintenance Services.**

- 3.1 Separate from and in addition to any Administrative Services for which the Parties may collaborate, the County or the District (a “**Service Provider**”) may provide operational and maintenance services to the other (a “**Service Requestor**”), under the conditions provided below.
- 3.2 When a Service Requestor requests that a Service Provider perform (or assist in the performance of) work on the sewerage system of the Service Requestor, the Service Provider may, in its sole discretion, agree to provide lift station maintenance and operation services, and to perform root cutting, cleaning, and televising sanitary sewers mains. The work will be performed on a time and materials basis, in accordance with the then-current schedule of supplemental charges for contract operation and maintenance services that the PW Department

establishes from time-to-time; the PW Department's current hourly rate schedule for such services is attached to this Agreement as Exhibit A. Such services shall be charged to the Service Requestor on an hourly basis assessed in one-hour increments per person and per piece of equipment, with any partial hour of service charged as a full hour. The extent of services to be provided by the Service Provider to the Service Requestor may be expanded from the aforementioned services upon written agreement of the Parties.

- 3.3 24-Hour Emergency Services. When so requested by the Service Requestor, the Service Provider may, in its sole discretion, agree to provide emergency services on a 24 hour/7 days a week basis. The work on the sewerage system of the Service Requestor will be performed on a time and materials basis and may include, without limitation: (1) clearing mainline sewer blockages by jetting or rodding; (2) performing emergency construction operations to repair isolated mainline breaks of sanitary sewers and forcemains; and (3) responding to any alarm monitored by the Service Provider at a lift station of the Service Requestor. Such emergency services shall be charged to the Service Requestor on an hourly basis per person at the PW Department's overtime rate, irrespective of when the services are provided, and per piece of equipment. A four-hour minimum charge shall apply to any such emergency services, with any partial hour of service charged as a full hour.
- 3.4 Lift Station Operations Monitoring Services. The Service Provider, upon request of the Service Requestor, may also monitor the operation of the lift stations and their backup generators of the Service Requestor on a time and materials basis. Such services shall be charged to the Service Requestor on an hourly basis assessed in one-hour increments per person and per piece of equipment, with any partial hour of service charged as a full hour.
- 3.5 Replacement Projects Not Included. The Parties agree that, notwithstanding anything to the contrary in this Agreement, neither Party will be responsible under this Agreement for lining sewers or for replacement projects within the sewerage system of the other, regardless of whether the District or the County has identified such replacement projects as part of a systematic program to upgrade, enhance or replace obsolete or failing sewers or lift stations.
- 3.6 Invoicing. The Service Provider shall prepare and submit to the Service Requestor on a monthly basis an invoice setting forth the date of services, services provided, personnel and equipment utilized to provide such services, and the charges associated with any Service Provider services for the previous month.
- 3.7 Payment. Within 30 days of receiving an invoice from the Service Provider, the Service Requestor shall pay the invoiced amount for the services rendered. Each Service Requestor agrees that if payment is not remitted to the Service Provider within 45 days of the Service Requestor's receipt of a properly submitted invoice, then interest shall accrue on any outstanding balance at the lower of 9% per annum or the maximum rate permitted by law.

3.8 Designated Representative. The County and District shall each identify and provide contact information for a Designated Representative who shall, respectively, be authorized to and responsible for requesting services on behalf of the Service Requestor and receiving such requests for services on behalf of the Service Provider.

**The County's Designated Representative is:**

Mike J. Grinnell  
Maintenance Supervisor, Department of Public Works  
Office: (847) 377-7172  
Mobile: (847) 309-5438

**The District's Designated Representative is:**

Kevin Hausherr  
Office: (847) 973-2985  
Mobile: (847) 565-9519

The Parties may change their Designated Representative by providing Notice of such change with the contact information for the new Designated Representative in accordance with the notice provisions in Section 4.8, below.

3.9 Acknowledgement of Ownership of Sewerage System.

3.9.1 District represents and warrants that it owns the District Sewerage System. Notwithstanding any contractual services that may be provided by the County, the District shall retain sole responsibility for the operation, maintenance, repair and replacement of the District Sewerage System.

3.9.2 The County represents and warrants that it owns the County Sewerage System. Notwithstanding any contractual services that may be provided by the District, the County shall retain sole responsibility for the operation, maintenance, repair and replacement of the County Sewerage System.

3.10 Notwithstanding anything in this Article 3, the Parties may agree to other terms regarding charges for operational and maintenance services, provided that (i) such other terms are agreed to in advance by the County (through the County Administrator) and the District, and (ii) such other terms are set forth in writing and signed by duly authorized representatives of the Parties.

**Article 4. Other Provisions.**

4.1 **Effective Date.** This Agreement will become effective when all of the Parties have signed it, and the date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party's signature) will be deemed the "Effective Date" of this Agreement. If a Party signs but fails to date a signature, the date that the other Party receives the signing Party's signature will be deemed

to be the date that the signing Party signed this Agreement, and the other Party may inscribe that date as the date associated with the signing Party's signature.

- 4.2 **Term.** This Agreement may be terminated at any time by either Party by providing notice in writing of the Party's intent to terminate at least 30 days prior to the intended date of termination.
- 4.3 **Governing law; venue.** The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this Agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.
- 4.4 **Severability.** If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 4.5 **Modification; Entire Agreement.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. This Agreement constitutes the entire agreement of the Parties relating to the subject matter of this Agreement and supersedes all other oral or written agreements.
- 4.6 **Waivers.** No term or condition of this Agreement shall be deemed waived by any Party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such Party. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.
- 4.7 **Mutual Indemnity Provision**

The County agrees to indemnify the District for all claims, demands, damages, liabilities and costs incurred by the District or third parties that directly or indirectly result from, or arise in connection with, any negligent act or omission of the County, its agents, or employees, pertaining to its activities and obligations under this Agreement.

The District agrees to indemnify the County for all claims, demands, damages, liabilities and costs incurred by the County or third parties that directly or indirectly result from, or arise in connection with, any negligent act or omission of the District, its agents, or employees, pertaining to its activities and obligations under this Agreement.

4.8 **Notice.** Notice may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt.

In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

**For the County:**

Barry Burton, County Administrator, or his successor  
bburton@lakecountyil.gov  
Lake County Administrator's Office  
Lake County Building  
18 N. County Street  
Waukegan, IL 60085

**For the District:**

Kevin Hunter, President, or his successor  
khunter@LRSanitary.com  
Lakes Region Sanitary District  
25700 West Old Grand Avenue  
Ingleside, IL 60041

4.9 **Counterparts.** The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

**Signed:**

**COUNTY OF LAKE**

By: \_\_\_\_\_  
Aaron Lawlor  
Its County Board Chairman

Date: \_\_\_\_\_

**LAKES REGION SANITARY DISTRICT**

By: \_\_\_\_\_  
J. Kevin Hunter  
Its President

Date: \_\_\_\_\_

**Exhibit A**



| <b>Schedule of Supplemental Charges for Contract Operation and Maintenance Services</b> |                      |
|---|----------------------|
| <b>Description</b>  | <b>Cost per Hour</b> |
| Labor Rate (Regular)  | \$65.00              |
| Labor Rate (Overtime)   | \$100.00             |
|   |                      |
| Pick Up Truck   | \$14.00              |
| Crane Truck   | \$14.00              |
| Service Truck   | \$14.00              |
| Dump Truck  | \$45.00              |
| Tank Truck  | \$31.00              |
| Loader/Backhoe  | \$40.00              |
| Track Backhoe   | \$40.00              |
| Skid Loader   | \$18.00              |
| Air Compressor  | \$20.00              |
| Portable Pump – 4” or 6”  | \$19.00              |
| Vac All/Rodder  | \$47.00              |
| Camera Truck  | \$25.00              |
| Roller/Compactor  | \$25.00              |
| Portable Generator  | \$50.00              |