

**INTERGOVERNMENTAL AGREEMENT REGARDING
THE OAK TERRACE WATER SYSTEM IMPROVEMENTS**

This intergovernmental agreement (“**Agreement**”) is between the County of Lake, Illinois, organized under 55 ILCS 5/1-1001 *et seq.* (“**County**”) and Diamond Lake School District 76 (“**District 76**”). 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) shall be deemed the “Effective Date” of the Agreement.

1. The County owns, operates, and maintains a sanitary sewer system that serves the entire Oak Terrace Subdivision, including the West Oak Middle School, both of which are located in unincorporated Lake County adjacent to the southwest boundary of the Village of Mundelein, Illinois.
2. Lake County Public Works (“**LCPW**”) also operates and maintains two limited public water supply systems in the subdivision: a residential water system serving 15 residences and a non-transient non-community water supply serving only the Middle School.
3. LCPW seeks to upgrade, repair, and expand the Oak Terrace Water System by interconnecting the water systems serving the residences and the West Oak Middle School and allowing a network of new water transmission mains to serve existing customers and additional residences as may become necessary in the future due to failure of private wells.
4. A review of available water sources to serve proposed customers, including shallow wells and Lake Michigan water sources, was also performed.
5. As a result of the review, LCPW has chosen to upgrade the wells and replace the existing distribution system by abandoning the two existing residential system wells and drilling a second well on the West Oak Middle School property. A building housing a new above-ground hydropneumatic storage tank and treatment systems will also be constructed on the school property, and the existing distribution system will be replaced by a looped system of 4-inch mains serving both the residential system and the school.
6. The new 4-inch diameter looped watermain system will provide improved water quality to the existing 15 residential customers and allow for 10 to 19 additional new residential connections to the water system in the event of failure of their private wells.
7. The water system improvements will bring the Oak Terrace Water System into compliance with the Illinois Environmental Agency’s current standards and requirements.

In light of the foregoing, the parties agree as follows:

Article 1. County Responsibilities Regarding Construction and Operation.

- 1.1 Lake County Public Works will pay for the engineering and construction of all related improvements to the Oak Terrace Water System, which will include

improvements to the existing West Oak Middle School well, piping to the new well house, and the addition of a chemical treatment system to the well.

- 1.2 Lake County Public Works will obtain all necessary construction permits and approvals from state and local governments.
- 1.3 Lake County Public Works will supervise and inspect the construction of the system improvements and related facilities. Upon completion of the new water system, the County shall operate and maintain it, consistent with the manner in which the County has otherwise operated and maintained the Oak Terrace Water System.

Article 2. District 76 Responsibilities Regarding Easement and User Fees.

- 2.1 District 76 agrees to grant an easement to LCPW for the well site as shown on Exhibit A.
- 2.2 Once the residential connections are made, LCPW will install a two-inch (2") water meter on the pipe serving the school.
- 2.3 Following the installation of the 2" meter, District 76 will pay the current retail water charge on a bi-monthly basis for the water volume passing through the meter.
- 2.4 The County shall invoice the District for its water usage on a bi-monthly basis, and the District shall pay consistent under the terms of the Illinois Prompt Payment Act, 50 ILCS 505/1 et seq., which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the Services contained in it, and payment within an additional 30 days.

Article 3. Designated Representative and Notices.

- 3.1 The County and District 76 shall each provide contact information for Designated Representatives who shall, respectively, be authorized to and responsible for requesting services on behalf of the District, and to receive such requests for service.

The County's Initial Designated Representative is:

Operations Manager, Lake County Public Works Department
650 W. Winchester Road, Libertyville, IL
Ph.: (847) 377-7500

District 76's Initial Designated Representative is:

Superintendent, Board of Education
26156 N. Acorn Lane,

Mundelein, IL 60060
Ph.: 847-566-9221

3.2 **Change in Designated Representative.** 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 “Notices” section of this Agreement.

3.3 **Notices.** Notices related to this Agreement (other than requests for services, as outlined above) 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:

To the County:

Lake County Public Works Department
Attention: Director of Public Works
650 W. Winchester Road
Libertyville, IL 60048
847-377-7500

To District 76:

Superintendent, Board of Education
26156 N. Acorn Lane,
Mundelein, IL 60060
Ph.: 847-566-9221

Article 4. **Acknowledgements and Other Provisions.**

4.1 **Force majeure.** The County shall not be responsible for any failure to perform the undertakings, obligations, and commitments it assumes in this Agreement if a force majeure prevents their completion.

4.2 **Non-exclusivity.** Nothing in this Agreement shall be interpreted to prevent or limit the right of the County (or to require the consent of the District) to provide any services, including those similar to those at issue in this Agreement, to other governmental or nongovernmental entities.

4.3 **Exhibits.** The exhibits to this Agreement are incorporated into and a material part of it.

- 4.4 **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.
- 4.5 **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.
- 4.6 **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.
- 4.7 **Term; Termination.** Upon becoming effective, this Agreement shall remain in effect for an initial period of 20 years, unless terminated sooner in accordance with this agreement.
- 4.8 **Waivers.** No term or condition of this Agreement shall be deemed waived by either 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 a different provision of this Agreement.
- 4.9 **No Third-Party Beneficiaries.** Nothing in this Agreement shall create, or be construed or interpreted to create, any third-party beneficiary rights.
- 4.10 **Relationship of the Parties.** In providing services under this Agreement, the County shall act as an independent contractor.
- 4.11 **Assignments.** A party may assign this Agreement only with the express written consent of the other party.
- 4.12 **Insurance.**
Each party agrees that it shall maintain insurance coverage sufficient to cover its operations and employees during the term of this Agreement, including:
- (a) Unemployment and Workers Compensation Coverage.
 - (b) Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence.

(c) Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence covering all owned or leased motor vehicles.

Upon request, each party will provide to the other party a certificate of insurance, in form reasonably acceptable to the requesting party, evidencing the existence of the insurance required under this paragraph. The Parties expressly intend this provision to be construed as maintaining an independent contractor relationship between them, and to foreclose the creation of “special employer” relationships under Illinois law.

4.13 **Indemnification.**

District 76 agrees to indemnify the County for all claims, demands, damages, liabilities and costs that directly or indirectly result from, or arise in connection with, the operation and maintenance of the Water System. The District’s obligation to indemnify the County shall include, without limitation, reimbursing the County for all costs arising from any regulatory actions that relate to the Water System and may be levied against the County as a Certified Operator of the Water System.

4.14 **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.

4.15 **Recitals.** The recitals above are incorporated into the body of this agreement.

Signed:

The County of Lake

Diamond Lake School District No. 76

By its

By its

Date: _____

Date: _____

Exhibit A
Easement to Well Site