

**Intergovernmental Agreement for Services**

**Between**

**The County of Lake, Illinois**

**&**

**The City of Zion**

**Effective as of**

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

## **Intergovernmental Agreement to Provide Maintenance Services for Sewer-Related Operations**

THIS AGREEMENT (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the County of Lake, a unit of local government in the State of Illinois (“**County**”), and the City of Zion, an Illinois unit of local government (“**Service Requestor**”).

### **Recitals**

#### **WHEREAS:**

1. The Service Requestor and the County’s Department of Public Works (the “**PW Department**”), work to protect the health, safety, and welfare of the residents of Lake County by providing services in Lake County, Illinois relating to the collection and treatment of treatment.
2. The Service Requestor and County has a history of working cooperatively with on projects and initiatives to improve the environment and efficiently deliver wastewater services and systems in the City of Zion region portion of Lake County.
3. The Service Requestor 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 cooperative actions as outlined in this Agreement.

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 other provisions of the Illinois Compiled Statutes applicable to the County and the Service Requestor, the Parties hereby agree as follows:

#### **Article 1. Collaboration for Operation and Maintenance Services.**

- 1.1 The County agrees to provide operational and maintenance services to Service Requestor, under the conditions provided below.
- 1.2 When Service Requestor requests that the County perform (or assist in the performance of) work on the sewerage system of the Service Requestor, the County may, in its sole discretion, agree to provide routine preventative maintenance, lift station maintenance and operation services, bank and load testing of generator(s), 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 charges for contract operation and maintenance services that the PW Department establishes from time-to-time (the “**Schedule of Charges**”). 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 County to

the Service Requestor may be expanded from the aforementioned services upon written agreement of the Parties. For reference only, the PW Department's Schedule of Charges in effect as of the Effective Date is attached to this Agreement as Exhibit A, which schedule is attached for convenience only and shall not impair the County's right to assess amounts from the Schedule of Charges in effect at the time services are performed.

- 1.3 **Emergency Services.** When so requested by the Service Requestor, the County 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) performing emergency repairs to the lift station or items related to the lift station; (2) responding to any alarm monitored by the County 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 overtime rate pursuant to the PW Department's Schedule of Charges, 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.
- 1.4 **Lift Station Operations Monitoring Services.** The County, 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 based on the Schedule of Charges, with any partial hour of service charged as a full hour.
- 1.5 **Replacement Projects Not Included.** The Parties agree that, notwithstanding anything to the contrary in this Agreement, the County will not undertake projects for lining sewers or for sewer replacement projects within the sewerage system of the Service Provider, regardless of whether the Service Requestor has identified such replacement projects as part of a systematic program to upgrade, enhance or replace obsolete or failing sewers or lift stations.
- 1.6 **Invoicing.** The County 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 the County services for the previous month.
- 1.7 **Payment.** Within 30 days of receiving an invoice from the County, the Service Requestor shall pay the invoiced amount for the services rendered. Each Service Requestor agrees that if payment is not remitted to the County 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.

- 1.8 Designated Representative. The County and Service Requestor 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 and authorizing such requests for services on behalf of the County.

The County's Designated Representative is:  
Josh Casper, Maintenance Supervisor  
Maintenance Division, Department of Public Works  
Office: (847) 377-7161  
Mobile: (847) XXX-XXXX

The Service Requestor Designated Representative is:  
Victor Ransom, Superintendent of Operations  
Public Works Department, City of Zion  
Office: (847) 746-4054  
Mobile: (XXXX) XXX-XXXX

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 3.8, below.

- 1.9 Recordkeeping of Service Requests. Whenever the Service Requestor seeks to have the PW Department provide services pursuant to this Agreement, the Designated Representatives of the Service Provider and County shall set forth in writing the nature of the services requested and the County's agreement to perform such services. The Designated Representatives of the Parties may accomplish such recordkeeping by e-mail or other means (and irrespective of the notice provisions in Section 3.8), provided that such writings clearly identify the services requested and accepted by the Parties.

## **Article 2. Acknowledgements of Ownership of Sewerage System.**

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

## **Article 3. Other Provisions.**

- 3.1 **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.

- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 Mutual Indemnity Provision**
- (a) The County agrees to indemnify the Service Requestor for all claims, demands, damages, liabilities and costs incurred by the Service Requestor 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.
- (b) The Service Requestor 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, the Service Requestor Sewerage System, except to the extent provided in Section 3.7(a) of this Agreement.

- 3.8 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:**

County Administrator  
[FirstinitialLastname@lakecountyil.gov](mailto:FirstinitialLastname@lakecountyil.gov)  
Lake County Administrator's Office  
Lake County Building  
18 N. County Street  
Waukegan, IL 60085

**With a copy to:**

Director, Lake County Public Works Department  
[rworden@lakecountyil.gov](mailto:rworden@lakecountyil.gov)  
650 West Winchester Road  
Libertyville, IL 60048

**For the Service Requestor:**

Ray Roberts, City of Zion Director Public Works  
Department  
[raylr@zion.il.us](mailto:raylr@zion.il.us)  
Service City of Zion  
Street 2828 Sheridan Road  
Service Zion, IL 60099

- 3.9 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.

*[Signature page to follow.]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by its duly authorized representative on or before the date set forth below.

**Signed:**

COUNTY OF LAKE

By: \_\_\_\_\_

Name

Its County Board Chairman

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

**SERVICE REQUESTOR:**

\_\_\_\_\_

By: Al Hill

NAME

Its

Mayor

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