

**SANITARY SEWER AND LONG GROVE ROAD LIFT STATION  
MAINTENANCE AGREEMENT  
Entered Into By and Between  
The County of Lake, Illinois  
and  
the Village of Deer Park, Illinois  
As of**



**SANITARY SEWER AND LONG GROVE ROAD LIFT STATION  
MAINTENANCE AGREEMENT**

THIS AGREEMENT made and executed this \_\_\_\_ day of \_\_\_\_\_, 2014, between the VILLAGE OF DEER PARK, a municipal corporation located in Lake County, Illinois, hereinafter referred to as the "**Municipality**", and the COUNTY OF LAKE, Illinois, hereinafter referred to as the "**County**,"

**RECITALS:**

1. The County has established a Department of Public Works pursuant to an Act of the General Assembly of the State of Illinois entitled "An Act in Relation to Water Supply, Drainage, Sewage, Pollution, and Flood Control in Certain Counties", as amended, for the purpose of performing the function of sewage disposal.

2. The Municipality owns and operates sanitary Sewers, pump stations, or facilities, as well as associated land, easements, and rights-of-way for the purpose of or related to the collection or transportation of sanitary sewage within the Municipality for delivery to the County sewerage system as depicted on the municipal sewer atlas attached hereto as Exhibit A (the "Municipal Sewage Collection System"), which includes a sanitary sewer lift station located at 21815 W. Long Grove Road, and commonly known as the Long Grove Road Lift Station (the "Long Grove Road Lift Station").

3. Since March 2012, the County has been providing certain maintenance and operations services to the Long Grove Road Lift Station on a time and materials basis at the request of the Municipality.

4. The County and the Municipality are authorized by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements, ventures and undertakings, to perform jointly any governmental purpose, or undertaking, either of them could do singularly.

5. In order to establish the terms and conditions under which the County will provide expanded maintenance and operation services to the Municipality for Municipal Sewage Collection System, including the Long Grove Road Lift Station, the County and the Municipality desire to enter this agreement.

**AGREEMENT**

In consideration of the mutual covenants and agreements contained herein, the County and the Municipality do hereby agree as follows:

## ARTICLE I

### RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made a part of this Agreement.

## ARTICLE II

### MAINTENANCE AND OPERATIONS SERVICES—LONG GROVE ROAD LIFT STATION

2.1 **Time and Materials Based Regular Services.** The County, through its Public Works Department, will provide maintenance and operation services as requested by the Municipality at the Long Grove Road Lift Station, on a time and materials basis, in accordance with the County Public Works Department then-current schedule of supplemental charges for contract operation and maintenance services, which rate schedule the County may amend from time to time with 60 days prior notice to the Municipality. The County's current hourly rate schedule for such services is attached as Exhibit B. Such services shall be charged to the Municipality 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.

2.2 **24-Hour Emergency Services.** The County, through its Public Works Department, will also provide emergency services at the Long Grove Road Lift Station on a 24 hour/7 day a week basis on a time and materials basis, as requested by the Municipality or in response to any alarm monitored by the County at the Long Grove Road Lift Station. Such emergency services shall be charged to the Municipality on an hourly basis per person (at the County's overtime rate irrespective of when the services are provided) and per piece of equipment. A four (4) hour minimum charge shall apply to any such emergency services, with any partial hour of service charged as a full hour.

2.3 **Operations Monitoring Services.** The County, on a monthly basis, and on a time and materials basis, shall also monitor the operation of the Long Grove Road Lift Station and its back-up generator. Such services shall be charged to the Municipality 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.

## ARTICLE III

### MAINTENANCE AND OPERATIONS SERVICES— MUNICIPAL SEWAGE COLLECTION SYSTEM

3.1 **Time and Materials Based Regular Services.** The County, through its Public Works Department, will provide the following maintenance and operation services on the Municipal Sewage Collection System as requested by the Municipality, on a time and materials basis, in accordance with the County Public Works Department then-current schedule of supplemental charges for contract operation and maintenance services, which rate schedule the County may amend from time to time with 60 days prior notice to the Municipality: 1) schedule and perform root cutting, cleaning, and televising of all sanitary sewers over a 5-year cycle in a

manner consistent with County practices for preventative maintenance on the County sewerage system; 2) furnish the Municipality an annual report on the general condition of the components of the Municipal Sewage Collection System for which the County is providing preventative maintenance in order to assist the Municipality with planning for reserves and capital replacements. County's current hourly rate schedule for such services is attached as Exhibit B. Such services shall be charged to the Municipality 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.

3.2 **24-Hour Emergency Services.** The County, through its Public Works Department, will also provide the following emergency services on the Municipal Sewage Collection System on a 24 hour/7 day a week basis on a time and materials basis, as requested by the Municipality: 1) clear mainline sewer blockages by jetting or rodding; and 2) perform emergency construction operations to repair isolated mainline breaks of sanitary sewers and forcemains. Such emergency services shall be charged to the Municipality on an hourly basis per person (at the County's overtime rate irrespective of when the services are provided) and per piece of equipment. A four (4) hour minimum charge shall apply to any such emergency services, with any partial hour of service charged as a full hour.

3.3 **Replacement Projects Not Included.** The parties agree that notwithstanding anything to the contrary in this Agreement, the County shall not be responsible under this Agreement for the lining of sewers or for replacement projects within the Municipal Sewage Collection System that the Municipality or County have identified as needing replacement as part of a systematic program to upgrade, enhance or replace obsolete or failing sewers or lift stations.

## ARTICLE IV

### INVOICING AND PAYMENT

#### 4.1 **County Invoice.**

The County shall prepare and submit to the Municipality 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 such County services for the previous month.

#### 4.2 **Municipal Payment.**

Within forty-five (45) days of receiving an invoice from the County, Municipality shall remit payment to the County in the invoiced amount for the services rendered. Municipality agrees that if payment is not remitted to the County within sixty (60) days of receipt of a properly submitted invoice from the County, interest shall accrue on any outstanding balance at the lower of: 1) 9% per annum or 2) the maximum rate permitted by law.

**ARTICLE V**

**DESIGNATED REPRESENTATIVE**

5.1 The County and Municipality 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 Municipality and receive such requests for services on behalf of the County under Articles II and III of this Agreement.

The County's Designated Representative is:

Mike Grinell  
Maintenance Supervisor, Department of Public Works  
Lake County Department of Public Works  
650 Winchester Road  
Libertyville, IL 60046  
Office (847) 377-7172  
Mobile (847) 309-5438

The Municipality's Designated Representative is:

Village Administrator  
Village of Deer Park  
23680 W. Cuba Road  
Deer Park, IL 60010  
Office (847) 726-1648

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 Section 7.9 below.

**ARTICLE VI**

**ACKNOWLEDGEMENTS**

6.1 **Acknowledgement of Municipal Ownership of Municipal Sewage Collection System and Long Grove Road Lift Station.** Municipality represents and warrants that it owns and is entitled to operate, access and maintain the Municipal Sewage Collection System as depicted on Exhibit A. Notwithstanding the contractual services to be provided by the County under this Agreement, Municipality shall retain sole responsibility for the operation, maintenance, repair and replacement of the Municipal Sewage Collection System and shall continue to own and operate the Municipal Sewage Collection System, including the Long Grove Road Lift Station.

6.2 **Conditions Beyond County's Control.**

The County shall not be responsible for any failure to perform the undertakings, obligations, and commitments assumed by it pursuant to this Agreement caused by a force majeure.

6.3 **Other County Service.**

Nothing in this Agreement shall be construed or interpreted to prevent or limit the right of the County, or to require the consent of the Municipality, to provide sanitary sewer services, including service and operations services similar to those being provided under this Agreement, to parties other than the Municipality on such terms and conditions as the County may, in its sole discretion, determine to be appropriate.

6.4 **Other Obligations.**

Nothing in this Article VI shall be interpreted to limit in any way the parties' respective obligations and agreements elsewhere in this Agreement.

**ARTICLE VII**

**LEGAL RELATIONSHIPS AND REQUIREMENTS**

7.1 **Exhibits.**

Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.

7.2 **Entire Agreement; Supersedence of Prior Sewage Agreement.**

There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which either of the parties is relying in entering into this Agreement.

7.3 **Amendments.**

Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended, or terminated without the written and duly authorized consent of the County and the Municipality.

7.4 **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.

7.5 **Interpretation and Severability.**

The purposes of this Agreement are severable such that if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the

delivery of written notice of termination of the other party. In addition, the Parties acknowledge that each Party had the opportunity to seek review of this Agreement by counsel prior to its execution and therefore this Agreement shall be deemed to have been drafted mutually by the County and the Municipality.

**7.6 No Third Party Beneficiaries.**

Nothing in this Agreement shall create, or be construed or interpreted to create, any third party beneficiary rights.

**7.7 Relationship of Parties.**

The County shall act as an independent contractor with respect to the provision of the Services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between the County and the Municipality.

**7.8 Successors; Assignment.**

This Agreement shall be binding on, and shall inure to the benefit of the successors and permitted assigns of the County and the Municipality. The Municipality shall not assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of the County, which consent may be withheld in the sole and unfettered discretion of the County. The County shall not assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of the Municipality, which consent may be withheld in the sole and unfettered discretion of the Municipality.

**7.9 Effective Date and Term.**

A. Effective Date. This Agreement shall take effect as of the date first above written when executed by the duly authorized representatives of the County and the Municipality.

B. Term and Termination. This Agreement shall be in full force and effect for a period of 10 years from and after its Effective Date, unless earlier terminated by either party, with or without cause, upon sixty (60) days prior written notice to the other party. Notwithstanding any early termination, the Municipality shall be responsible to pay the County for services provided up to the termination date under the terms set forth in this Agreement.

**7.10 Notices.**

Except as provided in Section 5.1 of this Agreement, all notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the County:

Lake County Department of Public Works  
650 Winchester Road  
Libertyville, Illinois 60046  
Attn: Director of Public Works

For notices and communications to the Municipality:

Village Administrator  
Village of Deer Park  
23680 W. Cuba Road  
Deer Park, IL 60010  
Office (847) 726-1648

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

**7.11 Execution in Counterparts.**

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

**7.12 Enforcement and Remedies.**

The parties hereto may in law or in equity enforce or compel the performance of this Agreement and shall otherwise have all remedies provided by applicable United States of America, State of Illinois, and local laws, ordinances, rules, and regulations, except that neither the Municipality nor the County shall seek or recover monetary damages against the other or any of the other's officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. Enforcement actions by the County to collect monies owed for services provided to the Municipality under this Agreement, or interest due thereon, shall not be considered actions for monetary damages under this Section. Nothing in this section shall be interpreted to limit in any way the parties' respective obligations and agreements elsewhere in this Agreement regarding indemnification and insurance.

**7.13 Assumption of the Risk and Waiver of Claims.**

Each party to this Agreement assumes the risk of, including full legal and financial responsibility for, injury, disability or death of its own employee and any liability for damage to its own property arising from its own actions or omissions or the actions or omissions of its employees and agents at all times, and waives all such claims against the other party.

**7.14 Minimum Insurance**

Each party agrees that it shall be responsible for providing and maintaining during the term of this Agreement insurance coverage sufficient to cover its operations under this Agreement, including:

- A. Unemployment and Workers Compensation Coverage.
- B. Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, including owners, landlords and tenants; manufacturers and contractors; owners and contractors protective; products and completed operations; and contractual liability (which insures this Agreement).
- C. Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence covering all owned or leased motor vehicles.

Each party will provide to the other party(s), upon request, a certificate of insurance, in form reasonably acceptable to the requesting party, evidencing the existence of the insurance required under this paragraph. It is the express intent of this provision is to maintain an independent contractor relationship between them and prevent the creation of "special employer" relationships under Illinois law.

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written.

VILLAGE OF DEER PARK

By:   
Village President Robert Kellermann

ATTEST:

  
Village Clerk Kathleen Iriarte

COUNTY OF LAKE

By: \_\_\_\_\_  
Chairman, Lake County Board

ATTEST:

\_\_\_\_\_  
County Clerk

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## CERTIFICATION

I, KATHLEEN J. IRIARTE, do hereby certify that I am the duly appointed Clerk of the Village of Deer Park, Lake and Cook counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Deer Park.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Deer Park, held on the day of September 15, 2014, the foregoing resolution entitled *A Resolution Authorizing the Execution of a Maintenance Agreement with the County of Lake Regarding the Sanitary Sewer and Long Grove Road Lift Station*, was duly passed by the President and Board of Trustees of the Village of Deer Park.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this 25 day of September, 2014.

  
Village Clerk Kathleen J. Iriarte  
Village of Deer Park,  
Lake and Cook counties, Illinois

(SEAL)



**EXHIBIT A**

**Deer Park Municipal Sanitary Sewer Atlas**



**EXHIBIT B**

**County of Lake Public Works Department's Schedule of Supplemental Charges for  
Contract Operation and Maintenance Services**



**Exhibit B**

| <b>Schedule of Supplemental Charges for Contract Operation and Maintenance Services</b> |                      |
|---|----------------------|
| <b>Description</b>  | <b>Cost per Hour</b> |
| Labor Rate (Regular)  | \$60.00              |
| Labor Rate (Overtime)   | \$90.00              |
|   |                      |
| Pick Up Truck   | \$14.00              |
| Crane Truck   | \$14.00              |
| Dump Truck  | \$45.00              |
| Tank Truck  | \$31.00              |
| Loader/Backhoe  | \$40.00              |
| Track Backhoe   | \$39.00              |
| Skid Loader   | \$18.00              |
| Air Compressor  | \$20.00              |
| Portable Pump - 4" or 6"  | \$18.75              |
| Vac All/Rodder  | \$46.50              |
| Camera Truck  | \$25.00              |
| Generator Truck   | \$14.00              |
| Roller/Compactor  | \$25.00              |
| Portable Generator  | \$50.00              |

## RESOLUTION NO. 2014-03

### *A Resolution Authorizing the Execution of a Maintenance Agreement with the County of Lake Regarding the Sanitary Sewer and Long Grove Road Lift Station*

WHEREAS, the County of Lake, Illinois (“County”), has established a Department of Public Works pursuant to an Act of the General Assembly of the State of Illinois entitled “An Act in Relation to Water Supply, Drainage, Sewage, Pollution, and Flood Control in Certain Counties”, as amended, for the purpose of performing the function of sewage disposal; and

WHEREAS, the Village of Deer Park, Lake and Cook counties (“Village”), owns and operates sanitary sewers, pump stations or facilities, as well as associated land, easements and rights-of-way for the purpose of or related to the collection or transportation of sanitary sewage within the Village for delivery to the County sewerage system; and

WHEREAS, since March 2012, the County has been providing certain maintenance and operations services to the Village’s Long Grove Road lift station on a time and materials basis at the request of the Village; and

WHEREAS, the County and the Village are authorized by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) to enter into intergovernmental agreements, ventures and undertakings, to perform jointly any governmental purpose, or undertaking, either of them could do singularly; and

WHEREAS, in order to establish the terms and conditions under which the County will provide expanded maintenance and operation services to the Village for the Village sewage collection system, including the Long Grove Road lift station, the County and the Village desire to enter into a maintenance agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the VILLAGE OF DEER PARK, Lake and Cook counties, Illinois, as follows:

SECTION 1: The foregoing recitals are, by this reference, fully incorporated into and made a part of this Resolution.

SECTION 2: The Sanitary Sewer and Long Grove Road Lift Station Maintenance Agreement, by and among the Village of Deer Park and County of Lake, attached hereto and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Sanitary Sewer and Long Grove Road Lift Station Maintenance Agreement.

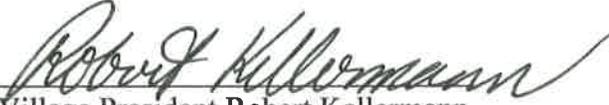
Voting Aye: Finley, Czarnik, Thomason, Van Ryne, Olson, and Sands

Voting Nay:

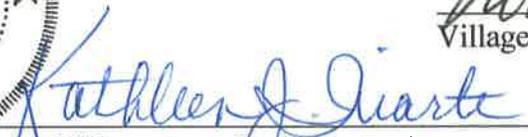
Absent:

Abstain:

APPROVED:

  
Village President Robert Kellermann



  
Village Clerk Kathleen J. Iriarte

Passed: 6/0

Approved: Yes.

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## CERTIFICATION

I, KATHLEEN J. IRIARTE, do hereby certify that I am the duly appointed Clerk of the Village of Deer Park, Lake and Cook counties, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Deer Park.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Deer Park, held on the day of September 15, 2014, the foregoing resolution entitled *A Resolution Authorizing the Execution of a Maintenance Agreement with the County of Lake Regarding the Sanitary Sewer and Long Grove Road Lift Station*, was duly passed by the President and Board of Trustees of the Village of Deer Park.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have affixed my name as Clerk and caused the seal of said Village to be affixed hereto this 25 day of September, 2014.



Village Clerk Kathleen J. Iriarte  
Village of Deer Park,  
Lake and Cook counties, Illinois

(SEAL)