

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF WAUKEGAN AND LAKE COUNTY

This Agreement is made and entered, by and between Lake County, a body politic and corporate hereinafter referred to as the "COUNTY", and the City of Waukegan, a municipal corporation within the boundaries of Lake County, hereinafter referred to as the "CITY".

WHEREAS, both the COUNTY and the CITY are governmental agencies of the State of Illinois vested with authority to protect and clean the environment and the groundwater; and

WHEREAS, the CITY has determined that there is a need for additional environmental clean-up activities at the Waukegan Harbor Slip 3 PCB Containment Cell, in Waukegan, Illinois (the "Site") which will result in the protection of the environment and a clean groundwater supply for Lake County; and

WHEREAS, both the COUNTY and the CITY are authorized by the terms and provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/5, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, the COUNTY is desirous of assisting with additional environmental clean-up activities at the Site to protect the environment and ground water supply of Lake County and has established the Lake County Brownfields Grant Program to this end; and

WHEREAS, through the Lake County Brownfields Grant Program, the COUNTY can provide assistance with environmental studies and cleanup activities related to the remediation of the Site to protect the environment and ground water supply of Lake County; and

WHEREAS, the CITY has requested that the COUNTY approve a brownfield grant in the amount not to exceed One Hundred Thousand Dollars (\$100,000) for environmental clean-up activities at the Site.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree and covenant as follows:

1. The CITY shall present to the COUNTY an oral and written report describing the environmental study for the Site.
2. The CITY will be responsible for contracting for the environmental clean-up activities and supervising the work.

3. The COUNTY will only provide funds for additional environmental clean-up activities at the Site.
4. In exchange for the CITY's activities to perform additional environmental clean-up work at the Site and protect the environment and water supply of Lake County, the COUNTY shall reimburse the CITY up to One Hundred Thousand Dollars (\$100,000.00) in matching funds. The CITY must provide proof of the actual sums spent for the environmental study before COUNTY grant funds will be disbursed.
5. The CITY agrees to submit a request for reimbursement of funds within one (1) year of the effective date of this Intergovernmental Agreement. Any funds not requested by that time will be unencumbered for the project activities stated in this Intergovernmental Agreement and will be available for other COUNTY funded brownfield activities.
6. COUNTY brownfield grant funds may only be used to provide up to 50% match funds of monies expended by the CITY. In the event the CITY receives grant funds from any source after the COUNTY has contributed its matching funds, the CITY agrees to reimburse the COUNTY the sums necessary to meet the CITY'S 50% matching requirement.
7. The CITY agrees to defend itself in any actions or disputes brought against the CITY arising out of, relating to, in connection with, or as the result of this Agreement or any remedial action of the Site and to defend and indemnify and hold the COUNTY harmless and free from liability of any kind resulting from any remedial action of the Site or the acts or conduct of the CITY and its employees, agents, or representatives arising out of, relating to, in connection with, or as a result of this Agreement or any remediation action conducted hereunder.
8. All parties must execute this Agreement within thirty (30) days of the approval of the award of Lake County Brownfield Funds by the County Board. If this Agreement is not executed within this timeframe, this Agreement becomes null and void and the awarded funds to the CITY will be available for other COUNTY funded brownfield activities.
9. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and this Agreement shall remain in full force and effect with that provision severed or modified by court order.
10. The effective date of this Agreement shall be the most recent date made, entered, or signed by the parties below.
11. The foregoing constitutes the entire Agreement between the parties, and no verbal


statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement, signed, and executed with the same formality with which this instrument was executed.

IN WITNESS WHEREOF, Lake County by a Resolution duly adopted by the County Board of Lake County, causes this Agreement to be signed by its Chairman and attested by its Clerk and the City of Waukegan, by order of its Board has caused this Agreement to be executed by the Mayor and attested to by its Clerk all on the day and year hereinafter written.

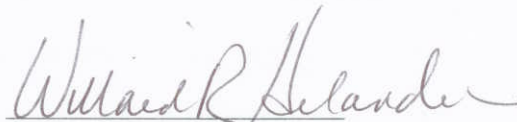
Dated 28th day of October, A.D., 2008

LAKE COUNTY:

By:


Suzi Schmidt, Chairman
Lake County Board

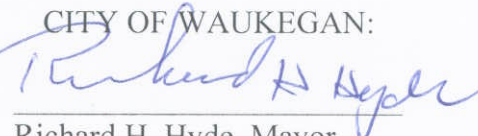
Attest:


Willard R. Helander
County Clerk

Dated 31st day of October, A.D., 2008

CITY OF WAUKEGAN:

By:


Richard H. Hyde, Mayor
City of Waukegan

Attest:


City Clerk