



NORTH BRANCH
CHICAGO RIVER
WATERSHED
WORKGROUP



STORMWATER MANAGEMENT COMMISSION

AGREEMENT
between the
NORTH BRANCH CHICAGO RIVER WATERSHED WORKGROUP
and the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
for providing ADMINISTRATIVE AGENT SERVICES

WHEREAS, the North Branch Chicago River Watershed Workgroup (NBWW) is an organization formed individually and collectively, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; Article VII, Section 10 of the 1970 Constitution of the State of Illinois; the Local Land Resource Management Planning Act, 50 ILCS 805/1 et seq.; the Illinois Drainage Act, 70 ILCS 605/1 et seq.; and other statutory authority, the Environmental Protection Act, 415 ILCS 5 et seq.; The Green Infrastructure for Clean Water Act, 415 ILCS 56/1 et seq.; and other applicable law; and

WHEREAS, the Lake County Stormwater Management Commission ("SMC") formed pursuant to 55 ILCS 5/5-1062 et seq., providing authority to the Stormwater Management Commission; is desirous of acting as the 'Administrative Agent' for the NBWW and having related organizational mission and objectives; and

WHEREAS, the Administrative Agent duties provided to the NBWW shall include but are not limited to, communication and coordination, membership development, website management, financial accounting, meeting implementation following the Illinois Open Meetings Act requirements, providing Illinois Freedom of Information Act services per that Act's requirements, technical support, providing recommendations and support for purchasing and procurement of contractual services following Illinois Professional Services Selection Act and the Lake County Purchasing Policies when applicable; and

WHEREAS, the NBWW will allow membership dues collected and applied to water quality monitoring program costs; and

WHEREAS, the parties hereto, by their respective governing boards, find this Agreement to be fair and to the mutual benefit of the parties hereto.

NOW, THEREFORE, the NBWW and the SMC agree, by their authorized representatives, to the following:

1. That the recitals above be and are incorporated by reference as a part of this Agreement.

2. Mutual Agreements. NBWW and SMC agree:

a) Sub-consultants hired by the NBWW shall be approved by the NBWW Executive Board and invoices received shall be paid by SMC from the NBWW account as part of the administrative services provided under this agreement.

b) Mutually review the terms of this agreement, at a minimum, within the second fiscal quarter of each calendar year, to ensure both the SMC services rendered are meeting expectations of the NBWW and that SMC staff expenses are being remunerated appropriately.

3. NBWW Agreements. NBWW agrees as follows:

a) The NBWW agrees to allow the SMC utilization of NBWW dues expended as part of the NBWW overall water quality monitoring program as potential grant match for Illinois EPA approved watershed-based plan monitoring components. In no event shall the amount of match allowed

exceed \$62,000 over a three-year fiscal year period (2018-2020) for costs associated with the watershed-based plan water quality monitoring components.

b) The NBWW agrees to allow SMC to perform invoice payments to sub-consultants approved per 2.a) above.

4. SMC Agreements. SMC agrees as follows:

a) SMC agrees each year, starting in January 2018 and annually thereafter, to develop a yearly budget for the NBWW Executive Board approval and three-year budget estimate, based on projected membership dues received and expenses.

b) SMC agrees to provide the Administrative Agent services, effectively and efficiently.

c) SMC agrees to provide financial reporting of revenues and expenditures on a monthly and year-end basis, so that the NBWW may make informed decisions on financial matters, regarding expenses and dues adjustments that may be necessary per the NBWW bylaws.

5. Effective date of agreement: The effective date of this Agreement shall be November 1, 2018.

6. Terms of Agreement:

a) The terms of this Agreement are valid until November 30, 2019, at which time this Agreement shall automatically renew each year thereafter on December 1st provided, however, that an event of termination occurs, then the applicable renewal term shall be shortened to the date of the event of termination.

b) Either party may terminate this Agreement upon 30 days written notice to the other party. In the event of such termination, the NBWW shall reimburse the SMC for eligible administrative services made up to the date of notice of termination, up to the maximum not-to-exceed amount of \$19,000.

c) All adjustments, additions, and/or deletions to this Agreement are subject to the written approval of both parties.

d) This Agreement shall be governed by and construed according to the laws of the State of Illinois.

Agreed and executed by the parties hereto, by their duly authorized representatives, on the date first written above.

North Branch Chicago River Watershed Workgroup

By: 
President

Attest: 
Vice-President

Lake County Stormwater Management Commission

By: _____
Executive Director

Attest: _____
Business Office Manager