



STORMWATER MANAGEMENT COMMISSION

MEMORANDUM

June 5, 2020

To: Stormwater Management Commission
From: Mike Warner, Director
RE: Financial Agreement for SMC providing administrative services for the DRWW

ACTION REQUESTED: APPROVAL

Please see the attached financial assistance agreement between SMC and the Des Plaines River Watershed Workgroup (DRWW) Executive Board for approval. SMC presented this agreement to the DRWW on June 18, 2020 at the DRWW Executive Board Meeting.

The attached budget provides an overview of DRWW water quality monitoring program expenditures, estimated revenues and technical and administrative expenditures. SMC staff will provide administrative support to the group from March 1, 2020 through November 30, 2020 with a not-to-exceed amount of \$25,000.

Please let us know of any questions or comments.

Des Plaines River Watershed Workgroup BUDGET (January thru December)		Projected FY2019	Modified FY2019	FY2019 Actual	Projected FY2020
REVENUE/Description	Account #				
Dues/Membership dues	775-4220010-46010	\$ 240,000	\$ 242,595	\$ 242,595	\$ 240,000
Expendable Carryover Addition	775-4220010-46010	\$ 92,019	\$ 103,978	\$ 103,978	\$ 6,967
Other State Funds/Illinois EPA 319 Grant	775-4220010-45350				
Other (FPD/LCDOT)		-	-		-
Total Revenue		\$ 332,019	\$ 346,573	\$ 346,573	\$ 246,967
EXPENSES/Description					
2019 NARP Scope Development (Geosyntec) (PO 192193)	775-4220010-71150	\$ 64,500	\$ 64,500	\$ 64,494	
Beth Adler Late Invoicing	775-4220010-71150	\$ -	\$ 3,399	\$ 3,399	
2017/2018 (Year 1) MBI - 1/3 WATERSHED SAMPLING (PO 181128)	775-4220010-71310	\$ 9,619	\$ 18,179	\$ 18,179	
2019 MBI - (Year 2 and 3) 1/3 WATERSHED SAMPLING (PO181127 &	775-4220010-71310	\$ 84,146	\$ 84,146	\$ 84,983	
2018/2019 MBI IPS Modeling Monitoring & Project Prioitzatio (PO 181126)	775-4220010-71310	\$ 39,104	\$ 39,104	\$ 39,104	
2019 SubLabs - Chem All/yr; 1/3 Sediment/yr	775-4220010-71310	\$ 88,288	\$ 102,184	\$ 98,443	
2019 Lakes Committee - WQ Sampling	775-4220010-71310	\$ 20,000	\$ 20,000	\$ 18,003	
2019 SMC Administrative Services/GIS/Technical	775-4220010-79940	\$ 25,000	\$ 13,000	\$ 13,000	
2020 MBI - 1/3 WATERSHED SAMPLING	775-4220010-71310				-
2020 MBI - New Sampling	775-4220010-71311				\$ 83,008
2020 SubLabs - New Sampling	775-4220010-71310				\$ 83,736
2020 SMC Administrative/GIS/Tech Support	775-4220010-79940				\$ 25,000
2020 NARP Tasks-NSWRD					\$ 26,207
Projected Expenses		\$ 330,657	\$ 344,512	\$ 339,606	\$ 217,951
Projected Unexpended Carryover		\$ 1,362	\$ 2,061	\$ 6,967	\$ 29,016

**AGREEMENT between the
DES PLAINES RIVER WATERSHED WORKGROUP
And the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
for providing ADMINISTRATIVE AGENT, GIS, and TECHNICAL COORDINATION SERVICES**

WHEREAS, the Des Plaines River Watershed Workgroup (DRWW) 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 DRWW and having related organizational mission and objectives; and

WHEREAS, the Administrative Agent duties provided to the DRWW 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 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 DRWW 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. DRWW and SMC agree:
 - a) Sub-consultants hired by the DRWW shall be approved by the DRWW Executive Board and invoices received shall be paid by SMC from the DRWW account as part of the administrative services provided under this agreement.
 - b) Mutually review the terms of this agreement, at a minimum, within the fourth fiscal quarter of each calendar year, to ensure both the SMC services rendered are meeting expectations of the DRWW and that SMC staff expenses are being remunerated appropriately.
3. DRWW Agreements. DRWW agrees as follows:
 - a) The DRWW 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 2020 and annually thereafter, to develop a yearly budget for the DRWW 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 for an amount estimated at 100 hours, at an average staff cost of \$64/hr.
- c) SMC agrees to provide financial reporting of revenues and expenditures on a monthly and year-end basis, so that the DRWW may make informed decisions on financial matters, regarding expenses and dues adjustments that may be necessary per the DRWW bylaws.
- d) SMC agrees to provide Technical Coordinator services (at approximately 325 hours, to be billed within the not-to-exceed amount of this contract) for the following -
 - a. Meeting Attendance: Executive Board, Committees and General Membership meetings
 - b. Monitoring Work Plan: Coordinate with SMC administrative support staff, DRWW and subconsultants on development of the monitoring data needs, locations, maps and schedule.
 - c. Meeting Support Services: Coordination with the SMC administrative support staff for meetings with the DRWW, including Executive Board meetings, Monitoring/Water Quality Improvements Committee meetings, Lakes Committee meetings, and quarterly meetings of the General Membership. Prepare meeting agendas, meeting minutes; meeting materials and coordination of or provision of presentations.
 - d. Website Coordination: Coordination with SMC administrative support staff of website announcements of meeting content, news or other media information. Print material will be generated by SMC.
 - e. Educational Outreach and Membership Development: Coordination with SMC administrative support staff of an educational and stakeholder outreach program. Provide strategic leadership regarding potential future group partnerships and members. Coordination with SMC administrative support staff of public notices, press releases, and email announcements to promote the DRWW goals and objectives.
 - f. Attendance at Conferences or training sessions: The DRWW may request the Consultant to attend relevant conferences and trainings with respect to the purpose of this Agreement.
 - g. Watershed Assessment Activities
 - i. Technical Review of Watershed Assessment: Based on the watershed assessment data gathered through watershed planning and monitoring efforts, assist SMC administrative support staff with preliminary technical review of assessment data and provide comments for completeness.
 - ii. Review of Watershed Plan Documents: Preliminary review assistance of draft watershed plan documents and provide comments. Provide review assistance of the final draft of the watershed plan prepared by SMC administrative support staff for submittal to the IEPA.
 - h. Regulatory and Granting Agency Coordination: Represent the DRWW in coordination with IEPA, USEPA, and other regulatory agencies or granting sources to further the mission and goals of the DRWW, including but not limited to; a nutrient trading program, POTW and MS4 permit conditions and standards, grant opportunities, TMDL issues, and specific water quality parameter concerns.

5. Effective date of agreement: The effective date of this Agreement shall be March 1, 2020.

6. Terms of Agreement:

- a) The terms of this Agreement are valid until November 30th, 2020, after which time the DRWW Executive Board shall; review the work estimate provided by SMC for the upcoming fiscal year in accordance with Item 2.b) and determine an agreed contract funding level within the corresponding fiscal year budget.
- b) Either party may terminate this Agreement upon 30 days written notice to the other party. In the event of such termination, the DRWW 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 \$25,000 for the 2020 fiscal year.
- 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.

Des Plaines River Watershed Workgroup

Lake County Stormwater Management Commission

By: _____

By: _____

Al Giertych, President

Mike Warner, Executive Director

Attest: _____

Attest: _____

Michael Talbett, Treasurer

Jacob Jozefowski, DRWW Coordinator