

EXECUTIVE

COMMITTEE

RESOLUTIONS



**Executive Committee
Resolution #08-510**

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**Authorizing the County Executive to Execute Renewal
of Christopher Burke Stormwater Management Consultant Agreement**

WHEREAS, the Will County Board has determined that stormwater management is an important issue in this growing and expanding county; and

WHEREAS, it is necessary to retain a consultant to continue to provide professional engineering consulting services related to the stormwater program of Will County and specifically supporting the work of the Will County Stormwater Management Planning Committee; and

WHEREAS, the County Engineer has recommended a professional services contract be entered into with Christopher B. Burke to provide engineering consulting services to the County of Will for stormwater services; and

WHEREAS, the Executive Committee concurs with this recommendation.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the County Executive to execute a Contract for Professional Services with Christopher B. Burke Engineering, Ltd. This consulting services agreement will cover one year beginning December 1, 2008 through and including November 30, 2009.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th December, 2008.

Vote: Yes___ No___ Pass_____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this ____ day of _____, 20__.

Lawrence M. Walsh
Will County Executive

**STORM WATER MANAGEMENT & PLANNING
CONSULTING SERVICES AGREEMENT
With
CHRISTOPHER B. BURKE ENGINEERING, LTD.**

**RE: PROFESSIONAL ENGINEERING CONSULTANT SERVICES TO THE WILL COUNTY
STORMWATER MANAGEMENT PLANNING COMMITTEE**

THIS INDEPENDENT CONSULTANT AGREEMENT (this "Agreement") is made between Will County, Illinois (the "Client"), 302 N. Chicago St., Joliet, IL and Christopher B. Burke Engineering, LTD., (the "Consultant"), 9575 Higgins Road, Suite 600, Rosemont, Illinois 60018.

RECITALS

Client desires to retain Consultant to provide professional engineering consulting services related to storm water management and planning. The Consultant desires to perform such services according to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

1. Scope of Agreement. The scope of services to be performed is outlined in Exhibit "A" of this Consulting Services Agreement. This Agreement shall apply only to services (outlined in Exhibit "A") provided after the effective date, and prior to the termination, of this Agreement. The Consultant shall provide such services under the direction and supervision of the Stormwater Director (hereinafter called "the Director") in accordance with and in furtherance of the policies established by the Will County Stormwater Management Planning Committee and adopted by the Will County Board. This Agreement constitutes the entire agreement between Client and the Consultant, and supersedes any and all prior agreements, communications, negotiations and representations, whether oral or written, between Client and the Consultant. The scope and work related to these services may be modified or expanded during the term of this Consulting Agreement only by mutual written consent of both Client and Consultant (by their authorized representatives).

2. Performance of Services. The Consultant agrees that it will, at all times, faithfully, industriously, and to the best of its ability, experience, and talents perform all the duties that may be required of and from it. Such duties shall be rendered within the State of Illinois and at such other places as Consultant and Client shall in good faith agree to or determine from time to time.

3. **Term.** This Agreement shall commence on December 1, 2008 and continue until terminated in accordance with this agreement, and shall supersede all prior agreements.

4. **Compensation and Times of Payment**

4.1 (a) In return for the Consultant faithfully providing the Services provided for in Section 1 of the Scope of Services (Exhibit A) attached to this Consulting Services Agreement, the Client shall pay Consultant hourly fees in accordance with Exhibit B, *CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2008* except that travel time shall be billed at 50% of the hourly rate.

4.1 (b) The Consultant's fees shall not exceed \$165,000 in total for FY 2009.

4.2. **Business Expenses.** The Consultant must bear any costs and expenses, and must obtain any supplies, required by the consultant to carry out the Services, except for the direct costs set forth in Exhibit B, *CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2008*. Without limiting the foregoing, the Consultant shall be responsible for providing the following, as necessary for the performance of the Services: (a) all equipment; (b) all postage, letterhead, envelopes and other office supplies; and (c) all office space and facilities.

4.3. **Invoices.** Monthly invoices and detailed time and expense reports will be provided by the Consultant to the Client via the Director on or about the 10th of the month following the month in which the services were provided. Payment of billable hours and expenses will be made to the Consultant by the Client within 30 days of receipt of such invoices.

5. **Relationship of the Parties.**

5.1 **Independent Consultant.** The relationship between the parties is that of independent contractor. Nothing herein shall be construed to create a joint venture, partnership or employee/employer relationship. The Consultant and consultant's subcontractors, if any, shall not be considered agent/agents or employee/employees of Will County for any purpose.

5.2 **No Fringe Benefits.** As an independent Consultant, the Consultant shall have no right to any compensation from Will County other than the Fees and the reimbursement of Transportation Related Expenses (in Paragraph 4.3). Without limiting the foregoing, Will County shall have no obligation to provide the Consultant with (a) industrial accident, worker's compensation or unemployment insurance; (b) medical insurance or the

payment of medical insurance premiums; (c) vacation, sick or holiday pay; (d) payment or withholding of social security or other taxes; or (e) any other benefits that are now, or may from time to time become, available to employees of Will County.

- 5.3 No Authority. The Consultant possesses no authority to bind Client for any promise, obligation, agreement or representation unless specifically authorized by Client in writing.
- 5.4 Liabilities. The Consultant shall not contract or incur any liabilities on behalf of Will County without specific written authorization.

6. Indemnification.

6.1 Consultant shall indemnify, defend and save harmless the Client, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs, claims or liabilities brought because of injuries or damages received or sustained by any person, persons, or property as the direct result of the willful misconduct of said Consultant, its officers, agents, employees and/or subcontractors and arising out of the performance of any of the provisions of the contract.

6.2 The Client shall indemnify, defend and save harmless the Consultant, its officers, agents, representatives and assigns, from lawsuits, actions, costs, claims or liabilities brought because of injuries or damages received or sustained by any person, persons, or property as the direct result of the willful misconduct of said Client, its officers, agents, employees and/or subcontractors and arising out of the performance of any of the provisions of the contract.

7. Termination. This Agreement shall terminate immediately upon the occurrence of any of the following events:

7.1 Mutual written agreement between Will County and the Consultant;

7.2 The Consultant's inability to perform the Services for any reason, including without limitation, the death, mental incapacity or physical disability of the consultant or any individual owning or controlling an equity interest in, employed by or sufficiently necessary to the operations of the consultant that the Consultant cannot sufficiently perform the Services;

7.3 The Consultant's failure or refusal to faithfully or diligently perform the Services or the provisions of this Agreement; and

7.4 Improper professional or unethical conduct by the Consultant or any individual performing services on behalf of the Consultant;

7.5 Upon written notice of termination of this Agreement. This Agreement may

be terminated by either party hereto upon thirty (30) day's notice to the other party. Client may terminate this agreement for whatever reason at whatever time during the term of this Agreement, and Consultant shall be entitled to immediate payment of the remaining unpaid reimbursable fees due pursuant to the provisions of this Agreement. Unless terminated for cause, or at the end of the term, or as a result of consultant's failure to render services in accordance with the general scope of services (Exhibit A), Consultant shall, upon termination of this Agreement by either Consultant or Client and at the request of Client, continue to perform its duties for a maximum of thirty (30) days, commencing from the time written notice of termination of this Agreement was given. Notice of termination of the Agreement shall be in writing and delivery shall be effective upon either personal service, three days following the date upon which such notice is deposited in the U.S. mail, certified mail/return receipt requested, or one day following deposit with a nationally reputable overnight courier service marked for next day delivery.

7.6 On November 30th, 2009 unless earlier terminated in accordance with this agreement or extended by mutual agreement of the parties.

If this Agreement is terminated for any reason, except for cause as set forth in paragraphs 7.2, 7.3 and 7.4, the Consultant shall be entitled to payment for all services completed at the time of notice of such termination.

8. **Disputes.** Any disputed or questioned charges, activities, or obligations will be forthrightly substantiated and resolved by both parties in good faith. Invoice items not questioned in writing within 30 days of the invoice date will be deemed accepted and payable.
9. **Confidentiality.** All information provided to Consultant by Client shall be treated as confidential. Consultant will maintain adequate security for all documents, notes and information provided by Client and will not disclose or discuss in any manner any information about client or its business to any third party without prior and explicit approval of any authorized representative of client.
10. **Miscellaneous.**
- 10.1 **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of Illinois. Any action at law, suit in equity or other judicial proceeding for the enforcement or breach of this Agreement or any provision thereof shall be instituted and conducted in the County of Will, State of Illinois.
- 10.2 **Assignability.** The Consultant's rights and obligations under this Agreement are personal in nature, and the Consultant shall not assign such rights nor delegate such

duties without prior written consent of Will County. Any agreement purporting to so assign the rights of the Consultant hereunder, delegate the duties of the Consultant hereunder or both shall be null and void and of no force or effect.

10.3 Severability. Any provision of this Agreement deemed illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions herein, and any such illegal or unenforceable provision shall be deemed modified in a manner that it is no longer illegal or unenforceable.

County of Will by:

County Executive LAWRENCE M, WALSH

Date

Christopher B. Burke Engineering, LTD by

Christopher B. Burke, PhD, PE, D.WRE

Date

Exhibit A

Scope of Consultant Services For Will County Illinois

Task 1. Stormwater Plan Implementation: Regulatory

At the direction of the Director the consultant shall:

- The consultant shall support the Committee's continued implementation of the regulatory program, as discussed in the Stormwater Plan.
- The consultant shall prepare schedules and status reports as needed for Committee actions to continue the ongoing implementation of the regulatory section.
- Assist in communication with the IDNR-Office of Water Resources, Federal Emergency Management Agency, Stormwater Program officials in adjacent Counties, and the Chicago Metropolitan Agency for Planning relating to committee progress on Plan implementation, proposed plan updates and regional coordination.
- Coordinate and communicate with drainage districts and highway commissioners.
- Assist in the preparation of the requested budget of the Stormwater Management Planning Committee.
- Support ordinance implementation on a county-wide basis including review, updates, revisions, additions and corrections.
- Support the work of the certified communities including ordinance interpretation for Certified Community Administrators, Engineers, and Staff.
- Attend meetings of the Certified Community staff members. One training module for Certified Community staff will be prepared and provided.
- Update the Technical Guidance Manual for Committee approval.
- Prepare schedules for ordinance implementation, provide document summaries, prepare and review reports related to audits of Certified Communities, and implement actions related to Director directed audits, including tasks directed by the Committee's Audit sub-committee.

Task 2. Stormwater Plan Implementation: Planning

At the direction of the Director the Consultant shall:

- Support the Committee's continued implementation of the planning program, as discussed in the Stormwater Plan.
- Work with County staff to develop information for Committee consideration as it sets priorities for Watershed Planning.
- Represent the Committee and support Committee representatives in watershed planning activities led by other organizations, including the refinement of scopes of service for Phase 1 & Phase 2 watershed plan development, and initiation of watershed plan development, contingent on funding availability.
- Identify viable and adequate funding sources for the stormwater program as it relates to this task.

Task 3. Stormwater Plan Implementation: Maintenance.

At the direction of the Director the Consultant shall:

- Develop stream maintenance recommendations and a cooperative stream maintenance program document, including program standards, for Committee consideration.
- In consultation with communities and local stakeholders, consultant will compile a report of stream conditions including inspection of key streams.
-

Task 4. Stormwater Committee Work.

At the direction of the Director the Consultant shall:

- Consultant will attend meetings of the Will County Stormwater Management committee, sub-committees, ad hoc committees and other county committees. Assigned tasks may include:
 - Meeting preparation, attendance and follow-up for committee meetings;
 - Responding to inquiries by the Director or staff.
 - Follow-up, including but not limited to:
 - Researching information regarding the programs of local, state and federal water resource agencies,
 - Determining status of stormwater related legislation.
 - Determining status of stormwater program funding or regulations of other counties.
 - Consulting services regarding stormwater policy issues.
 - Support to the Committee's Budget sub-committee, including but not limited to the identification and analysis of viable and adequate funding sources for the stormwater program.

Task 5. Stormwater and Engineering Review services (Optional Task).

At the direction of the Director the Consultant shall provide technical stormwater ordinance review services for proposed developments as directed by the Director. This task is optional and services, if requested, will be provided on a time and materials basis.

Task 6. Grant review and application.

Consultant shall review grant opportunities regularly and shall inform the Director and Committee of opportunities that align with the stormwater goals.

At the direction of the Director, the consultant shall prepare grant applications for Director and Committee review, approval and submittal.

The consultant shall coordinate with the Director, Will County Land Use Department staff, drafting teams and granting organizations in grant application processes.

Exhibit B

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2008**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	230
Engineer VI	202
Engineer V	165
Engineer IV	132
Engineer III	123
Engineer I/II	100
Survey V	170
Survey IV	126
Survey III	121
Survey II	95
Survey I	74
Resource Planner V	112
Resource Planner IV	106
Resource Planner III	97
Resource Planner I/II	88
Engineering Technician IV	126
Engineering Technician III	104
Engineering Technician I/II	96
CAD Manager	132
Assistant CAD Manager	126
CAD II	123
CAD I	96
GIS Specialist III	118
GIS Specialist I/II	66
Environmental Resource Specialist V	147
Environmental Resource Specialist IV	132
Environmental Resource Specialist III	112
Environmental Resource Specialist I/II	91
Environmental Resource Technician	86
Administrative	86
Engineering Intern	50
Survey Intern	50
Information Technician III	92
Information Technician I/II	59

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2008

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Executive Committee
Resolution #08-511

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**Transferring Uncommitted First Time Home Buyer Grant Funds
To Housing Rehabilitation and Rental Subsidy Initiatives Projects
In the Amount of \$444,635.80**

WHEREAS, the County Board has allocated Home funds to its First Time Home Buyer Program entitled FirstHome, contingent on the creation of a mortgage pool fund established from ceded tax exempt bond cap to the Illinois Housing Development Authority; and

WHEREAS, the County is in receipt of information that said mortgage pool of \$4,000,000 will not be created by the Illinois Housing Development Authority as was policy in prior years; and

WHEREAS, pursuant to receipt of information from the Governor's office of the State of Illinois indicating that the County of Will would have to sell private activity bonds to create the mortgage pool; and

WHEREAS, the CDBG/Home Advisory Board met to discuss the available options on how to proceed with the FirstHome program, and not in favor of such sale and subsequent guarantee of said private activity bonds, and after deliberation on the various options available is hereby recommending a reallocation of Home Grant funds in the amount of \$444,635.80 to other Housing Rehabilitation and Rental Assistance Programs already in existence; and

WHEREAS, the County has previously established a Reallocation Policy as part of the County's CDBG/Home Policies and Procedures.

NOW THEREFORE, BE IT RESOLVED BY THE WILL COUNTY BOARD THAT:

Section 1: That the Community Development Department is directed to make the necessary reallocation of Home grant funds from FirstHome to certain eligible housing rehabilitation and rental assistance programs as are already in existence and funded under the current Consolidated Plan approved by the County Board and the Department of Housing and Urban Development.

Section 2: That the County Executive be given the authority to execute any agreements necessary to implement such programs.

Section 3: This Resolution and every provision thereof shall be separable and the invalidity of any portion shall not affect the validity of the remainder.

Section 4: All Resolutions or parts thereof, in conflict herewith, are hereby repealed.

Section 5: This Resolution shall take effect following its passage, approval, adoption, recording, inspection and publication, as may be required by law.

Adopted by the Will County Board this 18th day of December, 2008.

VOTE: Yes _____ No: _____ Pass: _____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 20____.

Lawrence M. Walsh
Will County Executive



**Executive Committee
Resolution #08-512**

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**RE: Authorizing the County Executive to Execute Intergovernmental Agreement
Between the City of Naperville and the County of Will for the
Operation of a Household Hazardous Waste Collection Facility**

WHEREAS, 5 ILCS 220/1 et. seq. provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed with any other public agency of this State, and

WHEREAS, the Will County Solid Waste Management Plan outlines procedures for the County and its residents to reduce the generation and disposal of resources found in the waste stream, and

WHEREAS, the City of Naperville has requested that the County of Will enter into an Intergovernmental Agreement to provide partial funding in the approximate amount of \$25,000.00 for a household hazardous waste collection facility for a period of one year, beginning January 1, 2009 through and including December 31, 2009.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the Intergovernmental Agreement with the City of Naperville and the County of Will for the Operation of a Household Hazardous Waste Collection Facility, in the form substantially attached hereto, subject to the review and approval of the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of December, 2008.

Vote: Yes___ No___ Pass_____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this ___ day of _____, 20__.

Lawrence M. Walsh
Will County Executive

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF NAPERVILLE AND THE COUNTY OF WILL
FOR THE OPERATION OF A
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

THIS AGREEMENT is entered into this _____ day of _____, 2008, between the City of Naperville, (hereinafter referred to as the "CITY"), a municipal corporation with offices at 400 South Eagle Street, Naperville Illinois 60540, and the County of Will (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 58 East Clinton Street, Suite 500, Joliet, Illinois 60432.

RECITALS

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., as amended; and

WHEREAS, Article VII, section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the state to exercise, combine or transfer any power or function; and

WHEREAS, the City of Naperville is a home rule municipal corporation situated in Will and DuPage Counties under and by the Constitution and laws of the State of Illinois and has acted in the exercise of its statutory and home rule authority in the exercise of this Agreement; and

WHEREAS, in 2007, the CITY and the Illinois Environmental Protection Agency (hereinafter referred to as the AGENCY) entered into an intergovernmental agreement (hereinafter referred to as the AGENCY AGREEMENT), for the purpose of cooperative funding, construction, and operation of a facility on CITY-owned property (hereinafter referred to as FACILITY) to collect household hazardous waste from the members of the public, including Will County residents; and

WHEREAS, in order to protect against environmental damage, the continuing destruction of the environment, and harm to the public health, safety and welfare which may result from the improper and unsafe transportation, treatment, storage, disposal and dumping of household hazardous waste (hereinafter referred to as HHW), the CITY and the COUNTY have determined to promote the CITY'S HHW collection program to COUNTY residents; and

WHEREAS, since the COUNTY will provide additional funding for the expanded operation of the FACILITY, it is in the parties best interests to clarify their rights and responsibilities with respect to the FACILITY.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED.

1.1 The foregoing Recitals are incorporated herein by reference as though fully set forth.

1.2 If there is a conflict between the terms and provisions of this Agreement and the AGENCY AGREEMENT, the terms and provisions of the AGENCY AGREEMENT shall control.

2.0 TERM OF THIS AGREEMENT.

2.1 This Agreement shall be in effect after its execution by the parties from the date set forth above through December 31, 2009, unless terminated sooner in accordance with Section 16 of this Agreement.

3.0 SITE LOCATION, DESIGN AND CONSTRUCTION.

3.1 At its sole expense, the CITY will operate and maintain a site for the FACILITY at the CITY'S Fire Station #4 at 1971 Brookdale Road, property that is owned and maintained by the CITY.

3.2 The CITY will maintain a storage/containment building on the FACILITY site, which shall meet all AGENCY permit criteria set forth in 35 Ill. Adm. Code 807,35 Ill. and Adm. Code 811 as amended from time to time.

3.3 The CITY will list the COUNTY on any signs at the FACILITY that acknowledge sources of funding.

4.0 HOURS OF OPERATION OF THE FACILITY.

4.1 Except in cases of emergency, the CITY shall provide two (2) HHW drop-off days each week, those days being Saturday and Sunday from 9:00 A.M. to 2:00 P.M. The FACILITY shall be available on a first come first served basis as determined by the capacity of the FACILITY.

4.2 The FACILITY will be available for use by residents of the COUNTY during the term of this Agreement and pursuant to the terms of this Agreement.

4.3 The CITY shall have the right to modify the days and hours during which the FACILITY will operate, provided that the CITY first obtains approval from the AGENCY and notifies the COUNTY immediately of any such changes.

4.4 The FACILITY shall operate at least ten (10) hours per week.

4.5 Notwithstanding the provisions contained in paragraph 4.4, the FACILITY shall not operate on New Years Eve and New Years Day, Easter Sunday, July 4th, Christmas Eve and Christmas Day or on other holidays that would cause a rise in the normal per hour labor rate..

4.6 The CITY shall not charge residents of Will County any fee for utilizing the FACILITY.

5.0 TRANSPORTATION AND DISPOSAL CONTRACTOR.

5.1 Pursuant to the AGENCY AGREEMENT, the AGENCY shall at all times during the term of this Agreement provide a hazardous waste collection firm (hereinafter the CONTRACTOR) to safely collect, transport, and dispose of the HHW collected at the FACILITY.

5.2 The AGENCY shall pay all fees incurred by the CONTRACTOR in collecting, safely transporting and properly disposing of the HHW collected from the FACILITY.

6.0 ACCEPTABLE WASTE.

6.1 The FACILITY shall accept HHW as defined in the AGENCY AGREEMENT, or as amended by the AGENCY'S agreement with its CONTRACTOR and may typically include such items as aerosol containers, corrosives, oxidizers, solvents, oil-based paints, inorganic poisonous solids, organic poisons and pesticides F027-like pesticides, household batteries, and fluorescent tubes.

6.2 The FACILITY shall not accept ammunition, explosives, latex paint, radioactive materials, compressed cylinders, non-special, non-contaminated wastes, including trash and non-hazardous debris, potentially infectious medical waste and any wastes generated by businesses, institutions, industries or agricultural, commercial or governmental facilities, unless agreed to in writing by the CITY and the AGENCY. Copies of such agreements shall be submitted to the COUNTY immediately, and no COUNTY funds can be used for such activities until approved by the COUNTY by amendment to this AGREEMENT.

7.0 CITY'S RE-USE PROGRAM.

7.1 The CITY may offer usable materials to the public, encouraging the reuse of products, prior to the AGENCY'S CONTRACTOR'S removal of such materials from the FACILITY.

7.2 All persons, except for the AGENCY'S CONTRACTOR, before any person removes such materials, he or she shall sign a General Release and Waiver, holding the CITY, the COUNTY, the AGENCY, and the AGENCY'S Contractor harmless from any damage or liability resulting from any material defects or inherent risks in the reuse of such materials.

7.3 The CITY shall maintain the original General Release and Waiver Forms, and shall maintain written summaries describing all materials removed by the public.

8.0 PERSONNEL.

8.1 FACILITY personnel shall be CITY employees, and shall not be considered COUNTY employees for any purposes, and shall be trained in accordance with the provisions of the AGENCY AGREEMENT as modified from time to time.

9.0 FEES AND REPORTS.

9.1 The County shall pay the CITY three payments of \$8,333.33 for FACILITY operational expenses, within 30 days of meeting the reporting requirements outlined below. Failure to provide the reports by each deadline (July 1, October 1 and January 31) may result in the forfeiture of any remaining funds if such failure is not cured within thirty (30) days of notice by the COUNTY. Data from January 5 through May 31 will be included in the July 1 report. Data from June 1 through September 28 will be included in the October 1 report. Data from October 4 through December 28 will be included in January 31, 2010 report.

9.2 The CITY shall use such funds only for costs and expenses related to the FACILITY, and shall submit quarterly written reports to the COUNTY documenting the number of COUNTY residents by town and/or township using the FACILITY. This means that when a participant arrives at the FACILITY, they will be asked to provide the town and county where they reside. Since reporting of COUNTY residents utilizing the FACILITY is crucial to the planning of the COUNTY'S household hazardous waste program, payment will not be submitted by the COUNTY to the CITY until such reports have been received. This information may also be used by both Naperville and the COUNTY to seek funding from other governmental entities.

9.3 The CITY shall provide to the COUNTY statistics including but not limited to a monthly breakdown of the number of service days, number of cars per operational day and the amount of household hazardous waste collected by county and municipality.

9.4 The CITY shall also provide to the COUNTY a summary of expenses related to the operations incurred during the previous quarter. The CITY shall submit reports that include the reportable operational expenses, volume of waste

received. This should provide an itemization by type (i.e., personnel, training, supplies and other expenses directly related to FACILITY operation) and shall be sufficiently detailed to allow the COUNTY to determine eligibility for release of payment.

9.5 Reportable operational expenses shall include, but not be limited to, purchase of equipment/supplies necessary to operate the FACILITY, such as personal protective equipment, latex gloves, absorbent pads, labor costs, utilities, and other expenses directly related to the FACILITY'S operation.

9.6 If the CITY receives funds from other sources for FACILITY operational expenses, the CITY shall apply such donations to FACILITY reportable operational expenses. The CITY shall provide adequate documentation to the COUNTY that it has complied with this Section upon the request of the COUNTY.

10.0 PARTIES' LIABILITY.

10.1 The CITY shall be solely liable for any and all damages or cleanup costs resulting from spills or releases of wastes, fires, or explosions which result from any activity caused by, or arising out of, or occurring in connection with the CITY'S employees' unloading, bulking, lab packing and placement of HHW in the storage building.

10.2 The CITY shall be liable for any and all damages to the storage building, regardless of the cause.

10.3 Except for any negligent or willful act on the part of CITY employees, the AGENCY and/or its CONTRACTOR shall be solely liable for the HHW at the FACILITY from the time the HHW is correctly and properly placed in the storage building in accordance with the AGENCY'S AND CONTRACTOR'S specifications.

10.4 The AGENCY shall become and remain the generator of record and take title to all HHW, including F027 designated wastes, collected at the FACILITY, from the time the HHW is correctly and properly placed in the storage building in accordance with AGENCY'S and CONTRACTOR' specifications.

11.0 PUBLIC INFORMATION PROGRAM.

11.1 At its sole cost and expense, the COUNTY shall develop and print public information in a form acceptable to the CITY, promoting the HHW program and FACILITY. The COUNTY shall distribute such information to its respective residents.

11.2 The COUNTY shall seek and welcome the AGENCY's assistance in improving the quality of information reaching CITY and COUNTY residents concerning the importance of waste minimization and alternatives to the use of hazardous materials.

11.3 The CITY and the COUNTY will work together to promote the availability of the FACILITY for residents of Will County.

12.0 DEVELOPMENT OF ADDITIONAL HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS.

12.1 The COUNTY shall use its best efforts to offer one-day household hazardous waste collection events capable of accepting material from residents from throughout the COUNTY in an effort to ease the burden on the FACILITY. The COUNTY may develop its own HHW Facility at a convenient location to its residents, and then may or may not continue the one-day collection events.

12.2 If the capacity of the FACILITY is taxed beyond its limits, the CITY may limit its use in any way the CITY sees fit in order to protect the public's health, welfare, and safety. If this action is deemed necessary, Will County residents will be treated in a similar manner to other residents using the Facility.

13.0 ENTIRE AGREEMENT.

13.1 This Agreement represents the entire agreement between the parties with respect to the operation of the FACILITY, and supersedes all previous communications or understandings whether oral or written.

14.0 NOTICES.

14.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered, mailed by certified mail, return receipt requested, to the party's address or sent by facsimile. The address of each party is as specified below; either party may change its address for receiving notices by giving notice thereof in compliance with the terms of this subsection.

FOR THE CITY

City Manager
City of Naperville
400 South Eagle Street
P.O. Box 3020
Naperville, IL 60566-7020
Attention: Public Works Director
Facsimile: (630) 420-4100

FOR THE COUNTY

Manager
Waste Services Division
Will County Land Use Department
58 East Clinton Street Suite 500
Joliet, IL 60432
Facsimile: (815) 722-3410

15.0 AUTHORITY TO ADMINISTER THE AGREEMENT.

15.1 The Public Works Director for the CITY, or his or her designee, and the Manager of the COUNTY'S Waste Services Division, or his or her designee,

shall have complete authority to transmit instructions, receive information, and administer the work covered by this Agreement and send any notices required by this Agreement under their respective signatures.

16.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT.

16.1 No modification or amendment to this Agreement shall be effective until approved by the parties in writing.

16.2 If the COUNTY fails to make any payment required pursuant to section 9.0 of this Agreement, the CITY may, at its option, declare this Agreement to be immediately null and void and of no further effect.

16.3 In addition to the procedure set forth in subsection 16.2, this Agreement may be terminated at any time, for any reason, by either party by the delivery to the other party of thirty (30) days written notice. Upon termination, the COUNTY shall be entitled to a pro-rated refund of its annual fee for the remainder of the year the FACILITY would not be available to the COUNTY, less any costs associated with the termination of this Agreement as deemed necessary by the CITY.

16.4 Mailing of the notice specified in subsections 16.2 and 16.3 shall constitute personal notice and shall be deemed to have been given at the time of mailing.

16.5 Should the AGENCY decide, at its sole discretion, to cease cooperative funding pursuant to the AGENCY AGREEMENT, or should the Illinois General Assembly fail to allocate sufficient funds to the AGENCY for this program, this Agreement shall terminate in accordance with termination of the AGENCY funding. The COUNTY, however, shall pay its share of the FACILITY'S expenses pursuant to Section 9.0 of this Agreement through the effective date of such termination. The COUNTY and the CITY reserve the right to enter into negotiations to establish an alternative means of disposing of the household hazardous waste collected at the FACILITY.

16.6 Additionally, the COUNTY, at its sole discretion, has the right to terminate this AGREEMENT if the AGENCY and CITY fail to execute the AGENCY AGREEMENT within thirty (30) days of the renewal date.

17.0 NON-ASSIGNMENT.

17.1 This Agreement shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld.

18.0 GOVERNING LAW AND VENUE.

18.1 This Agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance.

19.0 SAVINGS CLAUSE.

19.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

20.0 CAPTIONS AND PARAGRAPH HEADINGS.

20.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

21.0 NON-WAIVER OF RIGHTS.

21.1 No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this agreement and intent to be bound by its terms.

CITY OF NAPERVILLE

COUNTY OF WILL

By: _____
Douglas Krieger
City Manager

By: _____
Lawrence M. Walsh
County Executive

ATTEST

ATTEST

By: _____
Pam LaFeber
City Clerk

By: _____
Nancy Schultz-Voots
County Clerk