

Intergovernmental Agreement
Between the
McHenry – Lake County Soil and Water Conservation District
and the
County of McHenry
for the Provision of Wetland Services

This Agreement is made and entered into between the McHenry – Lake County Soil And Water Conservation District, hereinafter referred to as “MLCSWCD”, and the County Of McHenry, Illinois, by and through its Department of Planning and Development, hereinafter referred to as the “Department.” The MLCSWCD and Department collectively are hereinafter referred to as the “Parties.”

WHEREAS, the County of McHenry has enacted a Stormwater Management Ordinance (“SMO”) pursuant to statutory authorization in the Counties Code at 55 ILCS §5/5-1062, which provides the minimum stormwater management development regulations and standards applicable within McHenry County; and

WHEREAS, the SMO is administered and enforced by the Department; and

WHEREAS, administration and enforcement of the SMO requires personnel with knowledge and expertise in the identification and management of wetland areas; and

WHEREAS, the MLCSWCD is a locally organized and operated governmental agency created by state law for the express purpose of promoting the protection, maintenance, improvement and wise use of soil, water, wetlands, and other natural resources within their boundaries; and

WHEREAS, the MLCSWCD has staff with knowledge and expertise in the identification and management of wetland areas; and

WHEREAS, the MLCSWCD has the organizational mission and staff capacity to assist the Department with administration of the SMO with respect to the identification and management of wetlands; and

WHEREAS, the Department and the MLCSWCD are governmental agencies of the State of Illinois; and

WHEREAS, the Department is 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 it could do singularly; and

WHEREAS, the MLCSWCD is authorized to enter into intergovernmental agreements under the authority of the Illinois Soil and Water Conservation Districts Act, 70 ILCS 405/1-405/43; and

WHEREAS, the Department is desirous of contracting with the MLCSWCD to provide the following services with respect to the identification and management of wetlands and the MLCSWCD is desirous of providing said services.

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

A. The Department agrees to:

- 1) Enter into an agreement with the MLCSWCD for the purpose of MLCSWCD providing the Department with wetland services.
- 2) Compensate the MLCSWCD a sum of \$30,000.00 per annum for said wetland consulting services.
- 3) Provide MLCSWCD with an office space and appropriate computer equipment and computer network access for use in performing said services within the Department.
- 4) Pay the MLCSWCD one fourth of the annual compensation on a quarterly basis for services provided during the preceding quarter.

B. The MLCSWCD agrees to:

- 1) Endeavor to maintain two Certified Wetland Specialists (certified in accordance with the SMO) available to provide wetland related services to the Department. One Certified Wetland Specialist shall be designated as the primary individual to provide the services as specified herein. The other Certified Wetland Specialist(s) shall be available to provide services if the primary individual is unavailable.
- 2) Provide the Department with the services of a Certified Wetland Specialist for up to 520 hours per year.
- 3) Utilize MLCSWCD vehicles for all travel to conduct site inspections and field work during the provision of services under this agreement.
- 4) Submit a quarterly invoice to the Department for payment for one fourth of the annual compensation for services provided during the preceding quarter.
- 5) Maintain an accurate log of staff time and MLCSWCD vehicle miles traveled (excluding miles traveled to and from the Department for as-requested office hours) in providing services under this agreement.

C. The Parties mutually agree that the services provided by the Certified Wetland Specialist shall include the following:

- 1) Consulting with the Department, property owners, and applicants regarding the wetland provisions of the SMO.
- 2) Reviewing building permit, stormwater permit, and subdivision applications and plans for compliance with wetland provisions of the SMO.
- 3) Reviewing wetland reports and conducting field work as necessary to verify wetland delineations.
- 4) Assisting the Department and property owners with USACE jurisdictional determinations and wetland permits.

- 5) Conducting pre-, during, and post-development on-site inspections to determine existing conditions and monitor and confirm compliance with approved plans and wetland related provisions of the SMO.
- 6) Conducting on-site inspections in response to requests for service (RFS) which include potential violations of the wetland related provisions of the SMO.
- 7) Accompanying Department staff to court and testifying as necessary regarding violations of wetland related provisions of the SMO.
- 8) Reviewing and conducting field inspections regarding subdivision Stewardship Plans and annual monitoring reports and advising Department staff and property owners of deficiencies and necessary corrective measures.
- 9) Other tasks as mutually agreed to by the Parties.

D. The Parties further mutually agree that:

- 1) The Certified Wetland Specialist will provide the Department on average with 10 hours of service per week. This amount may vary from week to week in order to meet the needs of the Department, property owners, and applicants, as mutually agreed by the Parties, within the annual commitment of up to 520 hours of service.

E. Notices. The MLCSWCD contact person for receiving notices, inquiries, complaints, or other communications under this Agreement shall be the Executive Director located at 1648 S. Eastwood Drive (Rt. 47) Woodstock, IL 60098. The Department contact persons for receiving notices, inquiries, complaints, or other communications under this Agreement shall be the Director located at 667 Ware Road, Woodstock, IL 60098.

F. Indemnification and Hold Harmless. The MLCSWCD and the County of McHenry, by and through its Department, agree to indemnify, hold harmless, and defend the other against any and all claims arising out of, in connection with, or as a result of the acts or omissions of itself, or its authorized agents, employees, or officers under this Agreement.

G. Non-Discrimination. The MLCSWCD and the County of McHenry, by and through its Department, agree to conduct cooperative programs in compliance with the non-discrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259 and other non-discrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

H. Term and Termination. This Agreement shall commence upon the date of execution by the Parties hereto for a period of one (1) year. From the anniversary date hereof, this Agreement shall automatically renew thereafter and remain in full force and effect for nine (9) successive one (1) year term(s), without further action by either party, until terminated by either party by

written notice as hereafter provided. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party. In the event that there exist any outstanding invoice(s) under the terms of this Agreement at the time of such termination notice, said invoice(s) shall remain the responsibility of the responsible party.

- I. Annual Compensation and Hours of Service. The MLCSWCD and the Department agree to annually review the log of MLCSWCD staff time and MLCSWCD vehicle miles expended in fulfillment of this agreement as well as the overall level of service provided under this agreement. The Parties through their respective Executive Director and Director may agree in writing to amend the hours of service and/or the annual compensation to be provided under this agreement. If the Parties cannot mutually agree upon changes to the level of service and/or annual compensation to be provided, the agreement shall continue based on the original terms, unless either party chooses to terminate the agreement as provided for in Section H above or unless the agreement is terminated do to Non-Appropriation of Funds as provided for in Section J below.
- J. Non-Appropriation of Funds. This Agreement is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County of McHenry in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Agreement shall terminate without penalty or expense to the County of McHenry of any kind whatsoever thirty (30) days after written notification of termination from the County of McHenry. In any circumstance where appropriated funds have been exhausted, where funds are not appropriated, but McHenry County has not terminated this IGA as herein provided, the MLCSWCD may, at its sole discretion, discontinue or suspend any further services provided hereunder.
- K. 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. This Agreement shall be in full force and effect from the date of execution by the Parties hereto.

IN WITNESS WHEREOF the McHenry-Lake County Soil And Water Conservation District, by approval of the Board of Directors, caused this Agreement to be signed by its Chairman and attested by its Executive Director, and the County of McHenry, by a resolution duly adopted by its County Board, caused this Agreement to be signed by its Chairman and attested to by its County Clerk, all on the day and year hereinafter written.

Dated this ____ day of _____, 2022.

MCHENRY-LAKE COUNTY SOIL AND WATER
CONSERVATION DISTRICT

By: _____
Chairman

Attest:

Executive Director

COUNTY OF McHENRY

By: _____
Chairman

Attest:

County Clerk