



IGA NUMBER:

**INTERGOVERNMENTAL AGREEMENT between  
STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES  
AND**

**The Metropolitan Water Reclamation District of Greater Chicago**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) entered into, by and between the Illinois Department of Natural Resources, an administrative agency organized and existing under the laws of the State of Illinois (“Department”), and the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body politic, organized and existing under the laws of the State of Illinois (“MWRD”).

**WITNESSETH:**

**WHEREAS**, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 for stormwater management purposes by the MWRD under the Metropolitan Water Reclamation Act, 70 ILCS 2605 *et seq.* (hereinafter the “Act”); and

**WHEREAS**, the Act declares that stormwater management in Cook County shall be under the general supervision of the MWRD (70 ILCS 2605/7h); and

**WHEREAS**, the Act specifically authorizes the MWRD to plan, manage, implement, and finance activities relating to stormwater management in Cook County; and

**WHEREAS**, the MWRD has committed to implement a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of a certain consent decree entered into in United States, *et al.*, v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014)(“Consent Decree”), and the MWRD’s formal commitment herein is intended to satisfy that obligation; and

**WHEREAS**, “green infrastructure” shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to the sewer systems or to surface waters as defined under Section 5 of the Green Infrastructure for Clean Water Act (415 ILCS 56/5); and

**WHEREAS**, the Department has the authority with respect to waterways and waterway improvements, canals, flood relief and water conservation to coordinate water uses to the end that water resources of the State are put to their maximum beneficial use under Section 5-5 and 5-10 of the Department of Natural Resources Act (20 ILCS 801/5-5 and 5-10); and

**WHEREAS**, the Department “has the power to accept, receive, expend, and administer, including by grant, agreement, or contract, those funds that are made available to the Department from the federal government and other public and private sources in the exercise of its statutory powers and duties” under Section 70a of the Department of Natural Resources (Conservation) Law (20 ILCS 805/805-70(a)); and

**WHEREAS**, the Department has significant experience coordinating green infrastructure projects, including the financing of such projects through the granting of public funds; and

**WHEREAS**, the National Fish and Wildlife Foundation (“Foundation”), is a non-profit organization established by Congress (16 U.S.C. 3701 *et seq.*) to encourage, accept, and administer public and private grants for the benefit of, or in conjunction with, various entities to undertake and conduct such activities as will reduce stormwater runoff with green infrastructure as well as further the conservation and management of fish, wildlife, and plant resources of the United States; and

**WHEREAS**, a team of public and private organizations created the Chi-Cal Rivers Fund (“Fund”), to be administered by the Foundation, in order to utilize funds from public and private donors for a variety of stated purposes, including enhancing green infrastructure in the Chicago River and Calumet River watersheds; and

**WHEREAS**, the MWRD’s plan to contribute to green infrastructure may be more effective, economic, and comprehensive if the MWRD and the Department cooperate and use their joint efforts and resources; and

**WHEREAS**, in order to maximize the benefit of the \$500,000 that the MWRD intends to contribute towards green infrastructure, the MWRD seeks to partner with the Department and draw on its unique expertise with regard to green infrastructure projects; and

**WHEREAS**, the Department has determined that the most effective way to maximize the benefit of the MWRD’s green infrastructure contribution is to grant that \$500,000 to the Fund and thereby leverage the money to attract additional funding from private donors for the purpose of green infrastructure improvement; and

**WHEREAS**, the Department and the MWRD will jointly participate with the Foundation during the selection process for grant applicants; and

**WHEREAS**, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

**WHEREAS**, on May 7, 2015, the MWRD’s Board of Commissioners authorized the MWRD to negotiate an intergovernmental agreement with the Department and, on June 18, 2015, authorized the MWRD to formally enter into that intergovernmental agreement; and

**NOW THEREFORE**, in consideration of the matters set forth, the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the Department and MWRD hereby agree as follows:

1. **EFFECTIVE DATE:** This Agreement becomes effective on the date that the last signature is affixed hereto.
2. **PURPOSE, AMOUNT, AND CONDITIONS OF FUNDING:** The MWRD agrees to pay to the Department, and the Department agrees to accept, funds from the MWRD in the amount of \$500,000, to be deposited in an account of the Department used only for the purpose of fulfilling this agreement. The funds will not be available to any other state agency.

The Department agrees, upon receipt of the aforesaid funds, to grant \$500,000 to the Fund exclusively for projects relating to green infrastructure in the MWRD service area. The ultimate approval and award of any grants from these funds by the Fund shall be subject to the Department’s and MWRD’s written consent, through a subsequent

agreement with the Fund and the Foundation that complies with all of the Department's grant requirements. The Department may not use the funds for any other purpose, and any corresponding contract, agreement, or memorandum of understanding between the Department, Fund, and/or Foundation shall be subject to the written consent of the MWRD.

In addition, the Fund, the Foundation, and their grantees must comply with the MWRD's Purchasing Act (70 ILCS 2605/11.1-11.24) and the MWRD's Affirmative Action Requirements and Affirmative Action Ordinance (Attachment A).

Furthermore, in order to receive the grant, the Fund, the Foundation, and their grantees must comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. *The prevailing wage rates are revised by the Illinois Department of Labor and are available on the Department of Labor's official website.* The Department will inform the Fund, Foundation, and their grantees that it is their responsibility to obtain and comply with any revisions to the rates should they change during the duration of the subject matter project(s).

If the Department or MWRD identifies any violation of the abovementioned statutes, ordinances, or regulations, that entity must immediately notify the other and, in the case of any such violation, both the MWRD and Department reserve the right to order that funds be withheld and refunded to the MWRD.

3. **TERMINATION:** This Agreement may be terminated in writing signed by either Director of the respective agencies or by their designee. If the MWRD or the Department terminates this agreement after the MWRD's disbursement of the \$500,000 to the Department, but prior to the Department's grant of that sum to the Fund as set forth in this Agreement, then the Department shall refund the entire disbursement to the MWRD within thirty (30) days of termination. Additionally, if the Department fails to complete its grant of the \$500,000 to the Fund by January 1, 2017, or if any of the granted money is not disbursed by the Fund for green infrastructure projects by that date, then this Agreement will automatically terminate and the Department shall recover and refund any unspent portion of the disbursement to the MWRD by January 31, 2017.
4. **LAWS OF ILLINOIS:** This Agreement shall be governed in all respects by the laws of the State of Illinois.
5. **INDEMNITY AND INSURANCE:** It is understood and agreed that neither party to the Agreement shall be liable for any negligent or wrongful acts either of commission or omission unless such liability is imposed by law.
6. **ENTIRE AGREEMENT:** This contract, including these attachments, constitutes the entirety of the Agreement between the parties and supersedes any other agreement or communication, whether written or oral, that may have been made by either party. Amendments or modifications to this Agreement must be in writing and signed by authorized representatives of the parties.

7. **NOTICES:** All notices, submissions or other correspondence required to be given to the Department or to the MWRD shall be delivered or mailed to the following addresses:

Illinois Department of Natural Resources

**Diane Tecic, Coastal Program Manager**  
**Illinois Coastal Management Program**  
**160 N. LaSalle St., Suite S-700**  
**Telephone: 312-814-0665**

The Metropolitan Water Reclamation District of Greater Chicago

**Ronald M. Hill, General Counsel**  
**100 E. Erie St., 3<sup>rd</sup> Floor**  
**Chicago IL 60611**  
**Telephone: 312-751-6565**

This Intergovernmental Agreement is executed by Signatures of the following:

**Illinois Department of Natural Resources**

**Metropolitan Water Reclamation District of Greater Chicago**

\_\_\_\_\_  
Wayne Rosenthal, Director                      Date

\_\_\_\_\_  
Executive Director    Date

\_\_\_\_\_  
Brent Krebs, General Counsel                      Date

\_\_\_\_\_  
Chairman of the Committee on Finance                      Date

\_\_\_\_\_  
Douglas Florence, Chief Fiscal Officer                      Date

\_\_\_\_\_  
Director of Finance/Clerk    Date

Approved as to Form and Legality:

\_\_\_\_\_  
Head Assistant Attorney  
Date

\_\_\_\_\_  
General Counsel  
Date