



# DU PAGE COUNTY

## Environmental Committee

### Final Regular Meeting Agenda

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**Tuesday, November 7, 2023**

**8:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. CHAIRWOMAN'S REMARKS - CHAIR RUTLEDGE**

**4. PUBLIC COMMENT**

**5. APPROVAL OF MINUTES**

5.A. [23-3641](#)

Environmental Committee Minutes - Regular Meeting - Tuesday, October 3, 2023

**6. PARENT COMMITTEE APPROVAL**

6.A. [EN-R-0019-23](#)

Recommendation for the approval of a grant agreement between the County of DuPage and Choose DuPage for Choose DuPage to manage Sustainable DuPage, for the period of December 1, 2023 to November 30, 2024, for a total amount not to exceed \$60,000.

6.B. [SM-P-0065-23](#)

Recommendation for the approval of a contract issued to School and Community Assistance for Recycling and Composting Education (SCARCE), for Professional Education Services, for Stormwater Management, for the period of December 1, 2023 through November 30, 2024, for a contract total not to exceed \$235,000. (\$85,000 SWM and \$150,000 Environmental) Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification based selection process.

**7. STAFF REPORTS**

7.A. [23-3642](#)

2023 Propane Tank Recycling Program Summary

**8. OLD BUSINESS**

**9. NEW BUSINESS**

**10. ADJOURNMENT**



## Minutes

421 N. COUNTY FARM  
ROAD  
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**File #: 23-3641**

**Agenda Date: 11/7/2023**

**Agenda #: 5.A.**

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# DU PAGE COUNTY

## Environmental Committee

### Summary

421 N. COUNTY FARM ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**Tuesday, October 3, 2023**

**8:30 AM**

**Room 3500A**

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**1. CALL TO ORDER**

8:30 AM meeting was called to order by Chair Rutledge at 8:30 AM.

**2. ROLL CALL**

Other Board Members Present: Member Yeena Yoo

Motion to add Member Yeena Yoo to the committee for quorum purposes.

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Sheila Rutledge
<b>SECONDER:</b>	Sadia Covert

**3. CHAIRWOMAN'S REMARKS - CHAIR RUTLEDGE**

No remarks were offered.

**4. PUBLIC COMMENT**

David Barcus with Dark Sky provided public comment regarding an ongoing community outreach on light pollution.

Kay McKeen with SCARCE provided public comment regarding PFAS and SCARCE updates.

**5. APPROVAL OF MINUTES**

5.A. [23-3202](#)

Environmental Committee Minutes - Regular Meeting - Tuesday, September 5, 2023

<b>RESULT:</b>	APPROVED
<b>MOVER:</b>	Cynthia Cronin Cahill
<b>SECONDER:</b>	Sadia Covert

## 6. PRESENTATIONS

### 6.A. DuPage Monarch Project - Jane Foulser Habitat Award Presentation

The Jane Fousler Habitat Award was presented by Connie Schmidt to DuPage County for increasing habitat by planting new trees and creating awareness of the DuPage Monarch Project to surrounding communities.

Lonnie Morris created the idea of the Monarch Project to create communities that protect all pollinators that is comprised of four groups that include the Forest Preserve District of DuPage, The Conservation Foundation (6 other counties not including DuPage), Wild Ones (Native Sea collecting group) and The River Prairie Group of the Sierra club (national, DuPage County group).

### 6.B. DuPage County C-PACE Program Update- Illinois Energy Conservation Authority

Anna Maria Kowalik presented an update on C-PACE and IECA program. The County of DuPage offers a commercial property assessed clean energy finance program to DuPage commercial property owners known as C-PACE. It is an innovative tool created 13-15 years ago that enables commercial property owners to obtain up to 100% long term, fixed-rate financing for energy efficiency, renewable energy, resiliency, water use and electric vehicle charging infrastructure and improvements. DuPage commercial property owners can receive funding for their projects from qualified Capital Providers. Property owners may obtain financing from private Capital Providers for eligible improvements such as HVAC, lighting and solar photovoltaic systems and other improvements in both existing buildings and new construction projects. C-PACE activity from 2011 to 2022 has over \$5.2 billion financed, over 3,100 projects completed and approximately 65,000 jobs created. C-PACE works with the state's tax legislation and once enabled, a program is developed working in conjunction with IECA. The Illinois Conservation Authority (IECA) is an Illinois tax exempt 501 (c) (3) nonprofit corporation that was formed to bring the C-PACE program administration to Illinois. IECA is continuing to expand adoption of the program to communities that will result in the support of a greater economic development activity as well as contribute to developing high performing buildings through the installation of energy efficiency and clean energy technologies.

Member Covert and Anna Maria Kowalik discussed this program in relation to affordable housing.

## 7. STAFF REPORTS

### 7.A. [23-3203](#)

Electric Vehicle Incentives 2023/2024

Environmental and Sustainability Programs Manager Joy Hinz let the committee know that she will provide attachments for this staff update via email after the meeting.

## 8. OLD BUSINESS

No old business was discussed.

**9. NEW BUSINESS**

No new business was discussed.

**10. ADJOURNMENT**

With no further business, the meeting was adjourned.



## Environmental Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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**File #:** EN-R-0019-23

**Agenda Date:** 11/7/2023

**Agenda #:** 6.A.

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### GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHOOSE DUPAGE FOR CHOOSE DUPAGE TO MANAGE SUSTAINABLE DUPAGE

WHEREAS, the County of DuPage (“County”) is a body corporate and politic; and

WHEREAS, Choose DuPage is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code (“Code”); and

WHEREAS, the County and Choose DuPage are collectively known herein as the “Parties”; and

WHEREAS, the County has committed to Cool DuPage and has maintained a longstanding effort to educate and encourage entities to adopt and adhere to sustainability practices and the County believes that reducing greenhouse gases, waste, pollutants, and other environmental impacts is in the best interest of the County; and

WHEREAS, Choose DuPage has an existing trustworthy, reliable, and supportive relationship with DuPage businesses; and

WHEREAS, Choose DuPage has incorporated sustainability into its strategic plan and as part of its Sustainable DuPage initiative, Choose DuPage has already promoted sustainability to DuPage businesses and desires to expand the program; and

WHEREAS, the County has determined that Choose DuPage has the capacity and expertise to implement and manage a program which will encourage businesses to reduce their environmental impact; and

WHEREAS, the County agrees to compensate Choose DuPage sixty thousand dollars (\$60,000.00) to continue and expand the Sustainable DuPage initiative in accordance with the attached agreement; and

WHEREAS, the Environmental Committee has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Choose DuPage is hereby accepted and approved in an amount not to exceed \$60,000.00 through November 30, 2024 and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to Choose DuPage at 2001 Butterfield Rd., Suite 235, Downers Grove, Illinois 60515.

Enacted and approved this 14<sup>th</sup> Day of November 2023, at Wheaton, Illinois.

\_\_\_\_\_  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK

GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND CHOOSE DUPAGE FOR  
CHOOSE DUPAGE TO MANAGE SUSTAINABLE DUPAGE

RECITALS

THIS AGREEMENT is entered into this 14<sup>th</sup> day of November, 2023 between Choose DuPage an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code (“Code”) with offices at 2001 Butterfield Rd., Suite 235, Downers Grove, Illinois 60515 and the County of DuPage, a body corporate and politic, with offices at 421 N. County Farm Road Wheaton, Illinois 60187.

WHEREAS, the County of DuPage (“County”) is a body corporate and politic; and

WHEREAS, Choose DuPage is an Illinois not-for-profit corporation organized and operated exclusively under section 501(c)(3) of the Internal Revenue Code (“Code”); and

WHEREAS, the County and Choose DuPage are collectively known herein as the “Parties”; and

WHEREAS, the County has committed to Cool DuPage and has maintained a longstanding effort to educate and encourage entities to adopt and adhere to sustainability practices and the County believes that reducing greenhouse gases, waste, pollutants, and other environmental impacts is in the best interest of the County; and

WHEREAS, Choose DuPage has an existing trustworthy, reliable, and supportive relationship with DuPage businesses; and

WHEREAS, Choose DuPage has incorporated sustainability into its strategic plan and as part of its Sustainable DuPage initiative, Choose DuPage has already promoted sustainability to DuPage businesses and desires to expand the program; and

WHEREAS, the County has determined that Choose DuPage has the capacity and expertise to implement and manage a program which will encourage businesses to reduce their environmental impact; and

WHEREAS, the County agrees to compensate Choose DuPage sixty thousand dollars (\$60,000.00) to continue and expand the Sustainable DuPage initiative in accordance with the attached agreement; and

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

1. Purpose of the Funding: The County is providing funds to Choose DuPage for the development and implementation of Sustainable DuPage which includes the services and features described in this agreement.
2. Term of the Agreement: The Agreement shall be in effect beginning December 1, 2023 and shall expire on November 30, 2024.




3. Total Funding, Distribution of Funds: The County shall provide funds in the amount of sixty thousand dollars (\$60,000.00) ("Funds"). Funds shall be disbursed from the County in one lump sum to Choose DuPage within 30 days of the start date of this Agreement.
4. Administration of the Program: Choose DuPage, by entering into this Agreement, shall administer the following programs: (1) maintain, update and promote the Sustainable DuPage toolkit on the Choose DuPage website; (2) engage the business sector to reduce their environmental impact using current resources and by providing assessments upon request, (3) a program which connects DuPage County Businesses with sustainability certification providers and incentives, (4) a program which provides information on renewable energy programs, electric vehicle programs, energy efficiency programs and other sustainability actions, (5) disseminate information via social media, email communications and newsletters, (6) Choose DuPage shall provide staffing or consulting services to accomplish the Sustainable DuPage tasks, (7) Choose DuPage will launch a green business recognition program for businesses that achieve certain reductions or goals. Choose DuPage will coordinate with DuPage County Environmental Division to ensure consistency with respect to County's existing efforts to promote environmental awareness and sustainability.
5. Grant Recipient Reporting: Choose DuPage agrees to provide to the County program metrics including the number of events where sustainability was promoted; number of direct business connections made, number of businesses reached, number of social media posts, number of newsletter articles or email communications and metrics for Sustainable DuPage toolkit views.
6. Review of Operations: The County may monitor and conduct an evaluation of operations funded by its grant to Choose DuPage for this Program. An evaluation may include site visits by County personnel to observe the Program, and/or to review Choose DuPage's financial and program materials relating to the activities financed or facilitated by the grant.
7. Termination of the Agreement: Choose DuPage or the County, upon thirty (30) calendar days' written notice of intention to do so, may terminate all or part of this Agreement. Upon such termination, Choose DuPage shall return any Funds that are not expended or obligated to be expended for goods or services provided prior to the termination of this Agreement.
8. Recitals: The recitals to this Agreement are incorporated as though set forth herein.
9. Records/Indemnity: Choose DuPage shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Choose DuPage shall maintain any other records, books, documents, papers, plans, records of shipments and payments, and writings of the Choose DuPage, whether in paper or electronic form, that are pertinent to this Agreement, in such a manner as to clearly document Choose DuPage's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments, and writings of Choose DuPage, whether in paper or electronic form, that are pertinent to this Agreement, are collectively referred to as "Records."

Notwithstanding the above, either party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such effects upon the performance of their respective duties under the Agreement.

10. Publicity and Announcements: The County and Choose DuPage shall work together to coordinate the Sustainable DuPage effort and will collaborate on events and promotion of educational materials. Choose DuPage and DuPage County's Cool DuPage social media platforms and newsletters and electronic communications will be used to market events, programs and opportunities. Promotional materials will name both parties.
11. Governing Law: This Agreement between the Parties is governed by the laws of the State of Illinois without regard to its conflicts of law principles. Venue for any disputes arising out of or in connection with this Agreement shall be sited in the 18<sup>th</sup> Judicial Circuit Court, sitting in Wheaton, DuPage County, IL.
12. Amendments: This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each Party hereto.
13. Counterparts; Electronic Delivery: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. To the extent signed and delivered by means of electronic transmission, this Agreement shall be treated in all manner and respects and for all purposes as an original and shall have the same binding legal effect as if it were the original signed version thereof delivered in person.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates listed below.

Choose DuPage:

Signature:   
Greg Bedalov, President & CEO  
Choose DuPage

Date: 

DuPage County:

Signature: \_\_\_\_\_  
Deborah A. Conroy, Chair  
DuPage County Board

Date: \_\_\_\_\_



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**File #:** SM-P-0065-23

**Agenda Date:** 11/7/2023

**Agenda #:**

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AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND SCHOOL AND COMMUNITY ASSISTANCE FOR RECYCLING AND COMPOSTING EDUCATION  
(SCARCE)  
FOR PROFESSIONAL EDUCATION SERVICES

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, manage stormwater and prevent water pollution and to enter into agreements for the purposes of stormwater management, flood control and preventing water pollution (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001, et. seq.); and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to plan for the management of the COUNTY's waste and recycling stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters and has adopted the DuPage County Solid Waste Management Plan that emphasizes the importance of waste reduction, recycling, and education; and

WHEREAS, the COUNTY has adopted Appendix J into the DuPage County Stormwater Management Plan, of which countywide water quality public education is a significant component; and

WHEREAS, the COUNTY and its municipalities are required to establish a water quality public education program for the National Pollutant Discharge Elimination System (NPDES) Phase II permit, effective March 2003; and

WHEREAS, the COUNTY has developed a Water Quality Improvement Program that provides for, among other things, public education; and

WHEREAS, the COUNTY requires professional educational services to supplement and complement existing water quality and waste reduction, waste reuse and recycling education programs and provide integrated water quality education to certain segments of the population; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality, waste reduction, waste reuse and recycling education services and is willing to perform the required services for an amount not to exceed two hundred and thirty-five thousand dollars and 0/100 (\$235,000.00); and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and SCARCE is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to SCARCE, 800 S. Rohlwing Rd, Addison, Illinois 60101; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 14 day of November, 2023 at Wheaton, Illinois.

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DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist  
Procurement Services Division  
This form must accompany all Purchase Order Requisitions

## SECTION 1: DESCRIPTION

<b>General Tracking</b>		<b>Contract Terms</b>	
FILE ID#: 23-3450	RFP, BID, QUOTE OR RENEWAL #: 23-114-SWM	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$235,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 11/07/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$235,000.00
	CURRENT TERM TOTAL COST: \$235,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<b>Vendor Information</b>		<b>Department Information</b>	
VENDOR: SCARCE	VENDOR #: 10922	DEPT: Stormwater Management	DEPT CONTACT NAME: Raul Galvan
VENDOR CONTACT: Kay McKeen	VENDOR CONTACT PHONE: 630.545.9710	DEPT CONTACT PHONE #: 630.407.6706	DEPT CONTACT EMAIL: raul.galvan@dupageco.org
VENDOR CONTACT EMAIL: scrapkay@aol.com	VENDOR WEBSITE: www.scarce.org	DEPT REQ #: 1600-2333	
<b>Overview</b>			
<p><b>DESCRIPTION</b> Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The contract will include student and teacher workshops; water-based workshops; a sustainable design challenge for students; community events, presentations and programs; water quality flag and sustainability flag programs; a storm drain medallion program; e-learning; and resources for public use pertaining to water quality, stormwater management, recycling, renewable energy, composting, and waste reduction.</p> <p><b>JUSTIFICATION</b> Summarize why this procurement is necessary and what objectives will be accomplished. The professional education contract with SCARCE will help DuPage County meet the requirements of the Public Education &amp; Outreach and Public Involvement/Participation Minimum Control Measures set forth by the EPA's National Pollutant Discharge Elimination System (NPDES) Permit No. ILR40 for discharges from Municipal Separate Storm Sewer Systems (MS4s). The contract will also help DuPage County achieve the goals of the County's Solid Waste Management Plan and Cool DuPage Initiative.</p>			

## SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
RFP (REQUEST FOR PROPOSAL)	

## SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. ACT INITIATIVE
SOURCE SELECTION	Describe method used to select source. Selected via DuPage County's Qualified Based Selection process for professional services. Requests for Statements of Qualifications were sent to firms throughout the industry. Staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of scope of services.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1) Approve the contract with SCARCE for the services outlined. 2) Hire additional staff members to complete the education and outreach provided by the Consultant.

## SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

<b>JUSTIFICATION</b>	Select an item from the following dropdown menu to justify why this is a sole source procurement.
<b>NECESSITY AND UNIQUE FEATURES</b>	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
<b>MARKET TESTING</b>	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
<b>AVAILABILITY</b>	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

## SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupageco.org
Address: 0N374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SCARCE	Vendor#: 10922	Dept: Stormwater Management	Division:
Attn: Kay McKeen	Email: scrapkay@aol.com	Attn: Raul Galvan	Email: raul.galvan@dupageco.org
Address: 0N374 Papworth St.	City: Wheaton	Address: 421 N. County Farm Rd	City: Wheaton
State: IL	Zip: 60187	State: IL	Zip: 60187
Phone: 630.545.9710	Fax:	Phone: 630.407.6706	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Dec 1, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela-Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Water Quality Education	FY24	1600	3000	53090		85,000.00	85,000.00
2	1	EA		Environmental Education Services	FY24	1100	2820	53830		150,000.00	150,000.00
<b>FY is required, assure the correct FY is selected.</b>										Requisition Total	\$ 235,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND SCHOOL AND COMMUNITY ASSISTANCE FOR RECYCLING AND  
COMPOSTING EDUCATION (SCARCE)  
FOR PROFESSIONAL EDUCATION SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 1<sup>st</sup> day of December, 2023 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and SCARCE, a nonprofit organization licensed to do business in the State of Illinois, with offices at 800 S. Rohlwing Rd, Addison, Illinois 60101; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

R E C I T A L S

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding, manage stormwater and prevent water pollution and to enter into agreements for the purposes of stormwater management, flood control and preventing water pollution (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001, et. seq.); and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to plan for the management of the COUNTY’s waste and recycling stream pursuant to the Solid Waste Planning and Recycling Act (415 ILCS 15/1, et seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes stream maintenance, erosion control, and enhancing water quality as an integral part of the proper management of storm and flood waters and has adopted the DuPage County Solid Waste Management Plan that emphasizes the importance of waste reduction, recycling, and education; and

WHEREAS, the COUNTY has adopted Appendix J into the DuPage County Stormwater Management Plan, of which countywide water quality public education is a significant component; and

WHEREAS, the COUNTY and its municipalities are required to establish a water quality public education program for the National Pollutant Discharge Elimination System (NPDES) Phase II permit, effective March 2003; and

WHEREAS, the COUNTY has developed a Water Quality Improvement Program that provides for, among other things, public education; and

WHEREAS, the COUNTY requires professional educational services to supplement and complement existing water quality and waste reduction, waste reuse and recycling education programs and provide integrated water quality education to certain segments of the population; and



WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional water quality, waste reduction, waste reuse and recycling education services and is willing to perform the required services for an amount not to exceed two hundred and thirty-five thousand dollars and 0/100 (\$235,000.00); and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

## **1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

## **2.0 SCOPE OF SERVICES.**

- 2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.
- 2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
- 2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors provide services hereunder.

- 2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

### **3.0 NOTICE TO PROCEED.**

- 3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of the Stormwater Management Department, (hereinafter referred to as the "DIRECTOR"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.
- 3.2 In addition to the Notice to Proceed, the DIRECTOR or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.
- 3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DIRECTOR or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

### **4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.**

- 4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.
- 4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors' work was performed by the CONSULTANT.
- 4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for

the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the COUNTY'S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

## **5.0 TIME FOR PERFORMANCE**

- 5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
- 5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by November 30, 2024, unless the term of this AGREEMENT is extended.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

## **6.0 DELIVERABLES.**

- 6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the DIRECTOR directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

## **7.0 COMPENSATION.**

- 7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for "on-call" services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

- 7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed two hundred and thirty-five thousand dollars and 0/100 (\$235,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.
- 7.3 The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT equal monthly payments of nineteen thousand five hundred and eighty-three dollars and 33/100 (19,583.33) upon presentation of an invoice and documentation set forth in Exhibit B – Deliverables which indicates that a portion of work has satisfactorily been completed. The COUNTY reserves the right to withhold the final monthly payment equal to nineteen thousand five hundred and eighty-three dollars and 33/100 (\$19,583.33) to ensure completion of all tasks referenced in the Scope of Services.
- 7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
- 7.4.a For all direct expenses costing more than \$25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the CONSULTANT's vendors indicating the price(s) paid by CONSULTANT for such expensed materials and/or items.
- 7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

- 7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT's full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.
- 7.7 Following the CONSULTANT's satisfactory completion of all work specified in Exhibit "A," and upon receipt, review and acceptance of all deliverables specified in Exhibit "B," the COUNTY shall make its final payment to the CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.
- 7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
- 7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at <http://www.state.il.us/agency/idol/> or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

## 8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and five-hundred thousand dollars (\$500,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars (\$2,000,000.00) aggregate; including limits of not less than two million dollars (\$2,000,000.00) per occurrence, and one million dollars (\$1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Director of Stormwater Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars (\$1,000,000.00) for any one person and one million dollars (\$1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Director of Stormwater Management, its' officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT'S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has

been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT'S failure to provide and maintain the required insurance.

- 8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- 8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors' insurance coverage at all times and shall produce same to the COUNTY upon demand.
- 8.5 CONSULTANT'S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured

parties. The Certificate of Insurance and endorsements shall state: "The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT'S performance under this AGREEMENT."

## **9.0 INDEMNIFICATION**

- 9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its vendor's, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.
- 9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.
- 9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

## **10.0 SATISFACTORY PERFORMANCE**

- 10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT'S, and its vendors', standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and



standards commonly provided by similar professional firms practicing in DuPage County, Illinois.

- 10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its vendors', shall be performed in a manner consistent with the customary skill and care of its profession.

- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT'S expiration or termination, the CONSULTANT shall have no right to cure under this provision.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

## **11.0 BREACH OF CONTRACT**

- 11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party's failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT'S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY'S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT'S vendors shall be deemed a breach by the CONSULTANT.

## **12.0 OWNERSHIP OF DOCUMENTS.**

- 12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY'S representative, shall be provided to the COUNTY.
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY

which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY

### **13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.**

13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and

agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

- 13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.
- 13.6 In accordance with the Vendor Information Reporting Act (35 ILCS 200/18-50.2), the COUNTY is required to collect and electronically publish data from all consultants and subconsultants as to: (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.); and (2) whether the consultant or any subconsultants are self-certifying or whether they hold certifications for those above-referenced categories. If self -certifying, the consultants and subconsultants shall disclose whether they qualify as a small business under federal Small Business Administration standards. In compliance with the Vendor Information Reporting Act, within 60 calendar days of the COUNTY's award of the contract for work covered under this AGREEMENT, the awarded consultant, and each subconsultant, must complete the Awarded Vendor Questionnaire (found at <https://mwv.dupageco.org/>).

#### **14.0 MODIFICATION OR AMENDMENT.**

- 14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.
- 14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

#### **15.0 TERM OF THIS AGREEMENT.**

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
  - (a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
  - (b) The expiration of this AGREEMENT on November 30, 2024 or to a new date agreed upon by the parties.
  - (c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.
- 15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT'S termination, or expiration, and delivered in accord with Paragraph 6.1, above.
- 15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

#### **16.0 TERMINATION**

- 16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other

party, except in the event of CONSULTANT'S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY'S election.

- 16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

#### **17.0 ENTIRE AGREEMENT.**

- 17.1 This AGREEMENT, including matters incorporated herein, contains the entire agreement between the parties.
- 17.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 17.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 17.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

#### **18.0 ASSIGNMENT.**

- 18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

#### **19.0 SEVERABILITY.**

- 19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this

AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

- 19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

## **20.0 GOVERNING LAW.**

- 20.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 20.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

## **21.0 NOTICES.**

- 21.1 Any required notice shall be sent to the following addresses and parties:

SCARCE  
ON 374 Papworth St.  
Wheaton, Illinois 60187  
ATTN: Kay McKeen

DuPage County Department of Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187  
ATTN: Sarah Hunn, P.E.

- 21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and

without compliance to the amendment procedures set forth in Paragraph 14.1, above.

## **22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

22.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

## **23.0 FORCE MAJEURE.**

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

## **24.0 QUALIFICATIONS**

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 [Reserved]

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT'S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT'S vendors being properly staffed while engaged in AGREEMENT-related work.



25.0 ACCESS TO PROPERTY.

- 25.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT'S request, proof of COUNTY'S permission, or legal authority, to enter onto the property of a third party.
- 25.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

SCARCE

BY: \_\_\_\_\_  
DEBORAH A. CONROY  
CHAIR

BY: \_\_\_\_\_  
KAY MCKEEN  
PRESIDENT

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
JEAN KACZMAREK, COUNTY CLERK

BY: \_\_\_\_\_  
NAME:  
TITLE:

## **EXHIBIT A**

### **SCOPE OF WORK**

This exhibit includes the scope of work for the programs provided by the CONSULTANT for environmental and water quality education and outreach services.

Programs provided by the CONSULTANT should be tailored to cover each of the following FOCUS AREAS, unless otherwise specified:

- Water Quality
- Waste Reduction
- Composting & Gardens
- Recycling & Solid Waste Management
- Renewable Energy & Energy Efficiency
- Environmental Benefits of Local Consumerism

#### **TEACHER/STUDENT PROGRAMS:**

The CONSULTANT will present teacher workshops (in person and/or virtually/e-learning) on FOCUS AREAS including planning, coordinating site visits, scheduling, registration, confirmation, maintaining records for teacher's Continuing Professional Development Units and Graduate Credit documentation.

**Task 1:** Hold Watershed and Groundwater Flow Model Workshops – these workshops can be held at CONSULTANTS's site, at schools and/or virtually/e-learning.

**Task 2:** “Hold one (1) Attainable Sustainables 1” workshop. At this full day teacher workshop, teachers will ride on a bus to the DuPage Water Commission to see how the water gets here from Lake Michigan and then to a water sanitary treatment center to see where the water goes after it is used by consumers. Costs associated with bus transportation are allowed as direct expenses. Workshop may take place in person, virtually, through e-learning and/or a hybrid.

**Task 3:** Hold one (1) “Living Water: Going with the Flow” workshop. This is a 5.5-day graduate level course that provides teachers with 3 credit hours through an applicable university. In addition to classroom teachings, field visits will be made to wetlands, BMP sites and other related sites. Workshop may take place in person, virtually, through e-learning and/or a hybrid.

**Task 4:** Hold one (1) full day “Attainable Sustainables 2” teacher workshop. This full day workshop will be held to educate teachers about the science behind green building. The workshop will showcase green roofs, permeable pavement, native plants, rain barrels, silt fences, bio-swales, recycled content products, energy conservation, underground water storage and much more. Workshop may take place in person virtually, through e-learning and/or a hybrid.

**Task 5:** Provide teacher workshops or participate in scheduled in-service workshops (in person and/or virtually), educating on waste reduction, recycling, composting, gardening, renewable energy, energy efficiency and buying local.

**Task 6:** Further develop and hold the 18<sup>th</sup> annual “High School Sustainable Design Challenge” to be held in the County Administration Building. Meetings will be held with sponsoring teachers, architects and industry representatives. The focus of these green and sustainable designs will be best management practices for stormwater management including green roofs, permeable parking surfaces, bio-swales and native plants. Costs for awards may be allowed as direct expenses. Event may take place in person virtually, through e-learning and/or a hybrid.

**Task 7:** Provide online learning specifically for educators, as well as e-learning resources for students through various channels including but not limited to newsletters, website, blog posts and social media posting for the FOCUS AREAS listed above.

**Task 8:** CONSULTANT will provide hands-on interactive student environmental education programs and/or assemblies using STEM/STEAM guidelines in the aforementioned Focus Areas (in person and/or virtually or through e-learning). CONSULTANT will endeavor to reach students, including home school students and schools that have not been previously provided with COUNTY funded environmental education services.

### **COMMUNITY OUTREACH PROGRAMS:**

**Task 9:** CONSULTANT will provide support, as needed, to DuPage communities hosting recycling events. COUNTY support should be mentioned on all advertisements/publications.

**Task 10:** Sponsoring informational booths at community events. The CONSULTANT will bring the watershed model, groundwater flow model, green vegetative roof or other water quality education and information. Programs may be achieved in person virtually, through e-learning and/or a hybrid.

**Task 11:** Engaging in community programs for youth, college, or civic groups focusing on stormwater management and water quality problems and solutions. Topics for these water quality educational activity programs include rain gardens, rain barrels, permeable pavers, green roofs, water quality and quantity, native plants, Green Building site tours, watershed model, groundwater flow model, bioswales, phosphates, watershed, hazardous waste, green cleaning, chloride reduction, fundraising car wash activities and improvements and other Best Management Practices (BMP) for stormwater. Programs may be achieved in person virtually, through e-learning and/or a hybrid.

**Task 12:** CONSULTANT will coordinate other community outreach programs, including, but not limited to, library outreach, storm drain medallions and oil disposal

education programs. Program may be achieved in person virtually, through e-learning and/or a hybrid, as well as independent coordination.

### **RECOGNITION PROGRAMS:**

**Task 13:** Coordinate the Water Quality Flag program for students and community groups. CONSULTANT will provide water quality and stormwater management education. Recipients will create community and public service items relating to water quality. Costs for supplies ordered for this program are allowed as direct expenses. Program may be achieved in person, virtually, through e-learning and/or a hybrid.

**Task 14:** CONSULTANT will continue to develop the existing recognition program for businesses and schools that achieve significant accomplishments in waste reduction, increased recycling and energy efficiency. Eligible business entities should have completed an energy efficiency project that supports Cool DuPage.

**Task 15:** CONSULTANT will provide detailed metrics to the COUNTY prior to issuing recognition in either program. CONSULTANT will provide COUNTY with all pertinent contact information for participating organizations.

### **SUPPORT SERVICES - RESOURCE ROOM, SUPPLIES, AND COORDINATION:**

**Task 16:** Stock and maintain a supply of brochures, pamphlets, activity booklets and posters in the Environmental Resource Room (concerning such topics as watershed, stormwater, soil erosion and BMP solutions for water quality issues) for the use of residents, teachers and local businesses. Online resources may also be available.

**Task 17:** Maintain and restock the loaner groundwater flow and watershed models for the use of teachers as well as an ongoing display at CONSULTANT'S facility and online.

**Task 18:** Social media posts that are completed pursuant to this Scope of Work, shall tag either @Cool DuPage on Twitter and Facebook or @DuPageSWM on Facebook and Instagram.

**Task 19:** Promote the use and availability of water quality and sustainability videos to teachers and community groups, both in person and virtually and/or through e-learning.

**Task 20:** Schedule the loaner models and media materials and replace as needed.

**Task 21:** Answer phone call questions and emails regarding watershed issues, native plants, green roofs, permeable pavements, rain barrels and composting.

**Task 22:** Purchase supplies for above tasks including CDs, DVDs, resource materials, student awards, publications, accessory supplies for the tours and models, online and virtual/e-learning needs and office supplies.

**Task 23:** CONSULTANT shall distribute COUNTY flyers, announce COUNTY events and programs in newsletters and on social media platforms with appropriate links to the DuPage County website and tags back to @Cool DuPage, @DuPageSWM or if directed, @DuPageCounty.

**Task 24:** Assist the COUNTY in the promotion of programs and environmental issues highlighted in the Ripples newsletter, Green Bulletin, Regional Office of Education, Chambers of Commerce and newspapers.

## **EXHIBIT B**

### **DELIVERABLES**

The following deliverables will be submitted to the COUNTY before completion of the contract.

- Electronic copies, in a format approved by COUNTY staff, of brochures, handouts, activity manuals developed for all tasks detailed in Exhibit A: Scope of Work.
- Report summarizing activities, performed by the CONSULTANT, detailed in Exhibit A: Scope of Work. The report should cover activities performed between March 1 and February 29 whether ordered by this AGREEMENT or a previous agreement with the CONSULTANT. Where applicable, the report should include, at minimum: date and topic of presentations and number and description of attendees or participants. The report shall be received by the COUNTY on or before April 1 of the AGREEMENT period.
- Upon request, contact lists for attendees or participants of COUNTY-sponsored programs.
- The monthly invoices will list the projects and or community outreach and teacher programs completed during the billing periods.
- CONSULTANT will include all organizations working towards any of the three recognition programs, in monthly reports. Consultant will provide information to potential recognition recipients regarding C-PACE, Cool DuPage and other relevant resources.



# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Oct. 25, 2023

Bid/Contract/PO #: \_\_\_\_\_

Company Name: SCARCE	Company Contact: Kay McKeen, Founder and Executive Director
Contact Phone: 630-545-9710	Contact Email: <a href="mailto:kay@scarce.org">kay@scarce.org</a>

## The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

### ☒ NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

### ☒ NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

If information changes, within five (5) days of change, or prior to county action, whichever is sooner  
30 days prior to the optional renewal of any contract

Annual disclosure for multi-year contracts on the anniversary of said contract

With any request for change order except those issued by the county for administrative adjustments

### The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

### I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name

Kay McKeen,

Title

Founder and Executive Director

Date

October 25, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)



## Action Item

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
[www.dupagecounty.gov](http://www.dupagecounty.gov)

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**File #:** 23-3642

**Agenda Date:** 11/7/2023

**Agenda #:** 7.A.

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**DUPAGE  
COUNTY**

Building  
Division

Zoning &  
Planning Division

Environmental  
Division

## BUILDING & ZONING DEPARTMENT

630-407-6700  
fax: 630-407-6702

[www.dupagecounty.gov/building](http://www.dupagecounty.gov/building)

### MEMORANDUM

TO: Chair Rutledge  
Environmental Committee

FROM: Austin Knight, Environmental Specialist

DATE: November 2, 2023

RE: 2023 Flat Can 1lb Propane Tank Collection Program Summary

In 2023, DuPage County Environmental Division worked with the Forest Preserve District of DuPage County (“District”) and Flat Can Recycling for the collection and recycling of one pound propane cylinders. The District collected the tanks at the Blackwell Forest Preserve campground during the camping season from May to September. The collaborative program collected 117 1-lb propane tanks. The cost to recycle the tanks was \$3 per cylinder for a total cost of \$351.00 and a weight of 152.1 lbs. This is an increase of 84 cylinders from 2022.