

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
MACON COUNTY SOIL AND WATER CONSERVATION DISTRICT
FOR LAKE DECATUR WATERSHED CONSERVATION SERVICES**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between the Macon County Soil and Water Conservation District and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and the Macon County Soil and Water Conservation District for a cost not to exceed \$154,508.

PRESENTED AND ADOPTED this 21st day of January 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

AGREEMENT

WHEREAS, the City of Decatur, Illinois (City) desires to cooperate with the Macon County Soil and Water Conservation District (District), to encourage, promote and establish good soil and water conservation practices in the Lake Decatur Watershed area in order to keep the soil on the land and reduce fertilizer, herbicide and pesticide runoff into Lake Decatur.

NOW, THEREFORE, IT IS AGREED by and between the District and the City as follows:

The term of this Agreement is for twelve (12) months, commencing January 1, 2020 and ending December 31, 2020.

1. If the City desires to continue these conservation efforts beyond the time period of this Agreement, the City and District will develop a proposed work program. The District will then submit a budget for this work program to the City for initial review no later than September 30th of the year preceding the termination of this Agreement.
2. The District will, when requests are submitted in a timely manner, provide to the City technical assistance, research, review, recommendations and public support for Lake Decatur watershed activities, including but not limited to watershed management planning and plans, nonpoint source pollution control, Heart of the Sangamon Ecosystem Partnership, public and private grants, City owned agricultural land, dredged sediment reuse, and other City requests. The City recognizes that some of these services may require additional District Board approval.
3. The District will plan and present at least twelve soil and water conservation public education programs, including urban erosion control and storm water management concerns, per calendar year. The programs will be directed at both urban and rural landowners in the Lake Decatur Watershed and will relate to the reduction of non point source pollution into Lake Decatur.
4. The District will plan, allocate and implement \$25,000 annually during the term of this Agreement for Lake Decatur watershed conservation cost share projects, as determined by the cost share docket approved annually by the District Board and the City.
5. The City will pay to the District up to \$154,508 annually during the duration of this Agreement for the employment of a full time Lake Decatur Watershed Specialist, a full time Lake Decatur Watershed Technician, one third of the time for an Administrative Coordinator or approved equivalent, conservation education programs, conservation cost share projects, grant submittals and administration, and technical assistance.
6. The District shall prepare and submit to the City each month a detailed invoice and activities report of the District's expenditures to perform the terms of this Agreement for the previous month. The invoice and report will be submitted to the City no later than 15 business days after the first day of each month. Upon approval of each invoice by the City, prompt payment will be made to the District. An annual report including a financial and activities summary will

be submitted to the City no later than 20 business days after the end of each calendar year.

7. The District shall permit the City to examine its books and records upon reasonable notice and during customary business hours.
8. All documents and records in the possession of the District, sub-consultants, sub-contractors and any other person employed by the District, sub-consultants, or sub-contractors to perform a governmental function on the City of Decatur's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The District shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.
9. This Agreement may be terminated without cause by either party subject to a 15 business day U.S. mail postage prepaid written notice and the right of the party being terminated to meet and discuss the termination with the other party before the termination takes place.

District contact is:
Board Chair
Macon Co. Soil & Water Conservation District
3342 N. President Howard Brown Blvd.
Decatur IL 62521

City contact is:
City Manager
City of Decatur
1 Gary K. Anderson Plaza
Decatur IL 62523

10. This Agreement supersedes and replaces all earlier agreements between the parties hereto.

DATED this 1st day of January, 2020.

MACON COUNTY SOIL AND WATER
CONSERVATION DISTRICT

By David Carr
David Carr, Board Chair

THE CITY OF DECATUR, ILLINOIS

By Julie Moore Wolfe, Mayor

ATTEST:

Kimberly Althoff, City Clerk