

Resolution # 18-1

WHEREAS, County policies and procedures require both the assigned oversight committee and the Finance Committee to approve all requests to apply for grants from Federal and State agencies, as well as grants from all other entities; and,

WHEREAS, County policies and procedures require that the acceptance of grants of \$30,000 or more must be approved by the full County Board;

WHEREAS, the Department of Public Health wishes to apply for and accept an a grant from Illinois Environmental Protection Agency for the Solid Waste Enforcement Program program in the amount of approximately \$82,674.53; and

WHEREAS, this grant will allow Public Health to provide solid waste site inspection, investigation and enforcement activities; and

WHEREAS, as documented by the approval of this resolution, Public Health Committee and the Finance Committee have approved the Public Health Department's request to apply for the Solid Waste Enforcement Program grant and the committees recommend that the County Board approve the acceptance of this grant, if awarded by Illinois Environmental Protection Agency.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10th day of August, 2021, approves the acceptance of the Solid Waste Enforcement Program grant, which is detailed above, if the grant is awarded to the County by Illinois Environmental Protection Agency. The County Administrator is authorized to sign required grant documents to execute the agreement for this grant.

ATTEST:

County Clerk

Chairman, Sangamon County Board

Approved by the Public Health Committee August 5, 2021

[Signature], Chairman

Approved by the Finance Committee August 10, 2021

FILED

AUG 06 2021 _____, Chairman

[Signature]

SANGAMON COUNTY - GRANT APPROVAL FORM

18-2

Requesting Department: Public Health

Grant Program Title: Solid Waste Enforcement Agreement

This request is for: a new grant renewal or extension of an existing grant

Grantor: Illinois Environmental Protection Agency

Brief description of the grant program and its benefits to Sangamon County:

The Illinois EPA delegates responsibility for the inspection, investigation, and enforcement functions with respect to activities related to nonhazardous solid waste disposal sites.

Anticipated Grant Revenue Amount:: 82,674.53

Are matching funds required? Yes No

If yes, please state the amount and the source of matching funds:

30% of funds are from local funding and the source of those funds are direct administrative costs and indirect costs.

If this grant is approved, will any new personnel be hired: Yes No

If Yes, please indicate the number and cost of personnel:

Are there any **indirect** costs or **legal** requirements associated with this grant (i.e., increased workload on existing staff, requirements to continue specific programs after grant periods, etc.): Yes No

If Yes, please provide details. Include attachment if needed:

	Current FY	Current FY + 1	Current FY + 2
Number of Employees			
Personnel Costs (in dollars)			
Fringe Benefit Cost			
Other Costs (Equipment, etc)			
Total Cost			

Requested by: *David O'Neill*
(Department Head Signature)

Date: 07/14/2021



JUL 16 2021

Andy Goleman
 SANGAMON COUNTY AUDITOR

INTERGOVERNMENTAL DELEGATION AGREEMENT

**BETWEEN THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND THE COUNTY OF SANGAMON, ILLINOIS**

A JOINT AND COOPERATIVE INSPECTION PROGRAM

This Intergovernmental Delegation Agreement (“Agreement” or “Delegation Agreement”) is entered into this 1 day of July, 2021, between the County of Sangamon, Illinois (the “County”) and the Illinois Environmental Protection Agency (“Illinois EPA” or the “Agency”) (collectively, the “Parties”).

I. AUTHORITY

The Illinois EPA is an agency established in the executive branch of State government, having the duty and authority, *inter alia*, to conduct a program of continuing surveillance and of regular or periodic inspection of sites and to investigate violations of the Illinois Environmental Protection Act (415 ILCS 5/1, *et seq.*) (“Act”), and regulations adopted thereunder (“regulations”).

The County is a unit of local government organized and existing under the laws of Illinois. The Sangamon County Department of Public Health (the “Department”), a department or agency established within or in addition to the County government, shall implement this Delegation Agreement for and on behalf of the County.

Section 30 of the Act (415 ILCS 5/30) provides:

“The Agency shall cause investigations to be made upon the request of the Board or upon receipt of information concerning an alleged violation of this Act, any rule or regulation adopted under this Act, any permit or term or condition of a permit, or any Board order, and may cause to be made such other investigations as it shall deem advisable.”

Article VII, Section 10, Constitution of the State of Illinois, 1970, provides in part:

“Units of local government . . . may contract . . . with the State . . . to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance. . . ”.

Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides:

“Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies

entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties.”

Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/2) defines “public agency” to include any unit of local government as defined in the Illinois Constitution of 1970, the State of Illinois and any agency of the State. The County is a unit of local government as defined in the Illinois Constitution of 1970, and Illinois EPA is an agency of the State.

Section 4(r) of the Act (415 ILCS 5/4(r)) provides:

“The Agency may enter into written delegation agreements with any unit of local government under which it may delegate all or portions of its inspecting, investigating and enforcement functions. Such delegation agreements shall require that work performed thereunder be in accordance with Agency criteria and subject to Agency review.”

Section 22.15(h) of the Act (415 ILCS 5/22.15(h)) states that the Agency is authorized to provide financial assistance to units of local government for the performance of inspecting, investigating and enforcement activities pursuant to Section 4(r) of the Act at nonhazardous solid waste disposal sites.

Section 55.6(c) of the Act (415 ILCS 5/55.6(c)) states, in part, that the Agency is authorized to provide financial assistance to units of local government for the performance of inspection, investigation, and enforcement activities pursuant to Section 4(r) of the Act at used and waste tire sites.

The Illinois EPA hereby delegates the site inspection authority as set forth by the terms and conditions of this Delegation Agreement, to the County. All inspecting functions, not specifically delegated in this Delegation Agreement, are retained by the Illinois EPA. Other than to the Department, the County shall not sub-delegate the functions and duties delegated herein to any other local government agency or political subdivision without the prior written approval of the Illinois EPA. Site(s) owned or operated, in whole or in part, by the County, or any political subdivision of the County, are expressly excluded from the delegation of authority in this Delegation Agreement.

II. PURPOSE

The purpose of this Delegation Agreement is to satisfactorily act on public concerns for human health and the environment and agree upon a mutually cooperative program for inspecting sites in the County, for sharing information obtained regarding solid waste management in the County, and for follow-up activity in situations where violations of environmental laws are detected, the results of which may result in the issuance of a Violation Notice or Administrative Citation.

III. DEFINITIONS

As used herein, the terms within this Delegation Agreement shall be defined in the Act, unless otherwise defined below.

As used herein, the term “*site(s)*” means any location, place, tract of land, and facilities, including but not limited to buildings, and improvements used for purposes subject to regulation or control by this Act or regulations thereunder. This term does not refer to sites or those portions of a site that manage “hazardous waste,” as defined under state and federal law or site(s) owned or operated, in whole or in part, by the County or any political subdivision of the County.

As used herein, the term “*inspection*” includes, but is not limited to, physical inspection, collection and analysis of air, soil, water, and waste samples, photographing or videotaping sites, facilities or activity, review and copying of any documents, photographs, videotape or other record keeping, and any other information gathering activity.

IV. RESPONSIBILITIES OF THE COUNTY

A. INSPECTION

Pursuant to this Delegation Agreement, the County, through the Department, shall have certain authority to act on behalf of the Illinois EPA, as specified herein, to inspect sites under the Act and regulations adopted thereunder. The County shall inspect sites as well as enforce applicable provisions of the Act and regulations. The County understands that any reports, other pertinent data and any other written material submitted to the Illinois EPA or received by the County from the Illinois EPA may be subject to public access, inspection and photocopying pursuant to the Illinois EPA's responsibilities under Section 7 of the Act (415 ILCS 5/7) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) as set forth in Section VII below in more detail.

The County shall conduct its inspection program in accordance with this agreement and the terms and conditions within the Act and regulations. Before any employee of the County inspects a site pursuant to this Delegation Agreement, such employee must be certified by the Illinois EPA as to his or her qualifications for the purposes of conducting inspections. The County's employee certification shall be accomplished by such employee taking a training course given by Illinois EPA personnel designed to educate its first County employee or employee(s) as to all aspects of proper inspection, sample collection, and an understanding of the applicable statutes and regulations. The County employee(s) shall demonstrate competency for certification within forty-five (45) calendar days following the successful completion of such training course before they may become a certified inspector. A certified inspector may offer a similar training course, approved by the Illinois EPA, to other County employee(s) so that they may obtain certification through the County. The Illinois EPA shall certify the other County employee(s) as an inspector within forty-five (45) calendar days following the successful completion of such training course after demonstrating competency to the Regional Manager and after notice of completion of the approved training course has been provided to the Illinois EPA. .

B. ENFORCEMENT

The Illinois EPA recognizes that the State's Attorney in the County has certain independent enforcement authority pursuant to Title XII of the Act. This Delegation Agreement is not intended to affect or alter such independent enforcement authority. Accordingly, the Illinois EPA and County agree that the State's Attorney may bring actions for violations pursuant to Section 42(e) of the Act in the name of the people of the State of Illinois. However, in electing to enter into this Delegation Agreement the County agrees that it will conduct site inspection pursuant to the terms and conditions of the Delegation Agreement. When the County refers a matter for formal enforcement pursuant to the Delegation Agreement, the case will be prosecuted either through the available channels utilized by the Illinois EPA for cases developed by Illinois EPA personnel or through the State's Attorney's Office.

The Illinois EPA reserves, and shall have sole authority over and responsibility for, review and approval of any remedial action settled upon through negotiation or as presented to a court or the Illinois Pollution Control Board except for remedial actions involving the removal and proper disposal of open-dumped or open-burned solid waste requiring only incidental soil, groundwater or surface water removal or disturbance. The purpose and intent of utilizing the expertise of the

Illinois EPA for remedial actions is to utilize the technical expertise of the Illinois EPA and to maintain the legislative intent set forth in the Act to establish a unified, statewide program to restore, protect and enhance the quality of the environment.

The County agrees to notify the Illinois EPA of any formal enforcement action (e.g. local ordinance violations) it initiates, the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. Additionally, the County and the Illinois EPA agree that, upon request, each will provide the other with information regarding any and all enforcement action(s) concerning sites within the County. The County and Illinois EPA will make their best efforts to cooperate with one another with any enforcement actions brought by either party pursuant to the Act and/or regulations. The County and the Illinois EPA shall cooperate in enforcement matters including the matter of regularly scheduled meetings. The parties will make their best efforts to hold these meetings when a referral for formal enforcement is considered; when considering issuance of an Administrative Citation (in agreement); when the facility fails to respond to a Violation Notice or Notice of Intent to Pursue Legal Action (in agreement); and when a Compliance Commitment Agreement is considered for approvals and/or rejection.

The County agrees that its employee(s) shall cooperate fully and completely with the Illinois EPA, including, but not limited to, offering testimony in any enforcement matter instituted against a site in the County.

V. RESPONSIBILITIES OF THE ILLINOIS EPA

In order to promote the operational aspects of this Delegation Agreement, personnel from the Illinois EPA may accompany inspectors on joint inspections within its municipal jurisdiction. Such joint inspections may also serve to provide County personnel with additional background information and inspection skills with respect to such sites.

If the Illinois EPA initiates a formal enforcement action, the Illinois EPA agrees to notify the County of any such action, with the purpose being to avoid duplication of efforts and to avoid independent or mutually inconsistent formal enforcement proceedings. If a duplicative action exists, the Illinois EPA may decide to take over such enforcement action. In the event a conflict arises between enforcement or remedy, the Illinois EPA retains ultimate primacy of the issue.

The Illinois EPA agrees that its employee(s) shall cooperate, review all reports and provide guidance and recommendations for improved quality, responding to questions, offering testimony in any enforcement matter instituted against a site in the County that is within the scope of this Delegation Agreement. Nothing in this Delegation Agreement shall limit the Illinois EPA from exercising its statutory and regulatory discretion regarding inspection, investigation or enforcement matters.

VI. BUREAU OF LAND PERMITS, VARIANCES AND ADJUSTED STANDARDS

The Illinois EPA shall, consistent with Section 7 of the Act (415 ILCS 5/7), forward to the County copies of all applications for site permits and/or supplemental permits, variances and adjusted standards as they are received for sites in the County. The Illinois EPA shall also forward to the County copies of each permit application approval and denial. The issuance of site permits, variances and adjusted standards required by the Act and regulations shall remain the sole discretion and responsibility of the Illinois EPA.

VII. RECORDS AND AUDITS

A. The County shall ensure that all, including but not limited to, books, records, documents, reports, data and other evidentiary material are maintained using accounting procedures and practices that conform to generally accepted accounting principles to account properly for the receipt and disposition of all financial assistance received hereunder. The County shall ensure that records are preserved and made available for inspection, auditing, and copying as provided in Subsection D below:

- 1) For a minimum of three (3) calendar years following the County's receipt of final payment of financial assistance from the Agency hereunder;
- 2) For documents relating to disputes and/or appeals, litigation or the settlement of claims arising out of the services or activities provided by the County hereunder, or costs and expenses of services for which exception has been taken by the Agency or any of its duly authorized representatives, until three (3) calendar years after disposition of such appeals, litigation, claims or exceptions or for the three (3) calendar years specified in subsection (A)(1) above, whichever is longer; and
- 3) For such longer period required by applicable statute or regulation, including but not limited to the Local Records Act (50 ILCS 205/1 *et seq.*).

- B. The Parties acknowledge and agree that this Delegation Agreement, the payment of financial assistance, requests for payments and supporting documentation, and all other records, reports, data and/or other written material (including but not limited to electronic data, records and communications) relative thereto that have been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the Agency or the County may be subject to inspection and copying pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Such records, data, and files of the Agency may also be subject to inspection and copying pursuant to Section 7 of the Act (415 ILCS 5/7).
- C. The Parties shall comply with the provisions of Sections 7 and 7.1 of the Act, 2 Ill. Adm. Code 1828.202, and other applicable law relating to the non-disclosure of any confidential information under this Delegation Agreement. In addition, the Parties shall comply with Part 130 of the Illinois Pollution Control Board regulations (35 Ill. Adm. Code Part 130) and other applicable law regarding trade secret information hereunder.
- D. The Agency, the Auditor General, the Executive Inspector General, the Attorney General, and their respective officers, officials, employees, authorized representatives and agents shall have the right to inspect and audit any books, records or papers relating to the financial assistance provided hereunder and the expenditure of said funds.

VIII. HOLD HARMLESS, INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the County hereby agrees to assume the risk, responsibility and liability for any and all loss or damage to property owned by the County, the Agency or third persons, any injury to or death of any persons (including employees of the County) caused by, arising out of, or occurring in connection with the execution of any services or other work, contract or subcontract arising out of this Agreement, and the County shall indemnify, save harmless and defend the State of Illinois and the Agency, and their respective officials, officers, employees and authorized representatives from all claims for any such loss, damage, injury or death, except to the extent such claim, loss, damage, injury or death is attributable to the negligent or willful and wanton conduct of an official, officer, employee or authorized representative of the

County. The County shall also require that any and all contractors, subcontractors, consultants and other parties engaged by the County shall agree in writing that they shall look solely to the County for performance of such contract or satisfaction of any and all claims arising thereunder.

B. INSURANCE

- 1) Throughout the duration of this Agreement and any extensions thereof, the County shall maintain the types of insurance coverages in not less than the amounts of coverages set forth below:
 - a) Commercial general liability (“CGL”) insurance with a limit of not less than \$1,000,000 each occurrence (combined single limit bodily injury and property damage). If the CGL insurance contains an aggregate limit, it shall be not less than \$2,000,000 or shall be endorsed to apply separately to this project. The State and the Agency shall be named as an additional insured under the CGL insurance, any commercial umbrella/excess liability insurance, and business auto liability coverages of the County. The County’s CGL insurance, commercial umbrella/excess liability insurance (if any), and business auto liability coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the State or the Agency and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to the State or the Agency. Any insurance or self-insurance maintained by the State or the Agency shall be in excess of the County’s insurance and shall not contribute with it.
 - b) Business auto liability insurance, with a combined single limit of not less than \$1,000,000 per accident, for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, hired and non-owned autos.
 - c) Workers compensation insurance, as required by law.
- 2) The County shall cause each subcontractor and consultant, employed by or acting on behalf of the County hereunder, to maintain insurance of the types and not less than the amounts of coverages specified above. When requested by the Agency, the County shall furnish copies of certificates of insurance evidencing the types and amounts of coverages for the County and each of its subcontractors and consultants.

IX. CONTINGENCY REGARDING AVAILABILITY OF SUFFICIENT FUNDS

Notwithstanding any provision herein to the contrary, the financial assistance provided for hereunder is expressly contingent upon and subject to the availability of sufficient funds appropriated for this Agreement and the inspection activities performed hereunder. The Agency may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if i) sufficient State funds have not been appropriated to the Agency, ii) the Governor or the Agency reserves appropriated funds, iii) the Governor or the Agency determines that appropriated funds may not be available for payment, or iv) the Agency determines that there are otherwise insufficient funds available. The Agency shall provide notice, in writing, to the County of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the County’s receipt of said notice.

X. FINANCIAL ASSISTANCE

A. Subject to the availability of sufficient funds as provided in Section IX above and the terms and conditions of this Agreement, the Agency will provide financial assistance to the County in the form of reimbursement to the County as herein provided. The financial assistance amount shall be the maximum amount of financial assistance approved by the Agency (the “Maximum Annual Financial Assistance Amount”) in any fiscal year (i.e., July 1 through June 30) during the term of this Agreement for the County’s inspection activities performed hereunder. The Maximum Annual Financial Assistance Amount is subject to adjustment by the Agency in any fiscal year based on the budget and any Amended Fact Sheet approved by the Agency, and the availability of sufficient funds for the inspection activities performed hereunder. In the event that this Agreement is terminated prior to June 30 in any such fiscal year during the term of this Agreement, then the Maximum Annual Financial Assistance Amount shall be prorated based on the number of days that the Agreement is in effect during said fiscal year subject to the availability of sufficient funds as herein provided.

B. Financial assistance are those costs that:

- 1) the Agency determines to be reasonable and necessary for the County to perform its inspection activities required hereunder and as set forth in the Fact Sheet attached hereto as Exhibit A and incorporated herein (the “Fact

Sheet”), or as set forth in an amended fact sheet (“Amended Fact Sheet”) approved by the Agency, and include, but are not limited to costs of salaries and benefits, professional and consultant services, project feasibility and engineering reports, and materials acquired, consumed or expended specifically for said activities;

- 2) exclude Unallowable Costs set forth in Section X, subsection C below;
- 3) shall not exceed the amounts set forth in the annualized budget that the Agency approves for the fiscal year in which the expenses were incurred during the term of this Agreement; and
- 4) shall not exceed the Maximum Annual Financial Assistance Amount determined by the Agency.

The proposed budget for each State Fiscal Year during the term of this Delegation Agreement, as set forth in Section XIII below, is attached hereto as Exhibit B and is incorporated herein. Requested amendments to the budget may be submitted to the Agency, from time-to-time, as necessary to account for programmatic alterations on Agency-approved forms. The submission of an amended budget shall not require the Agency to provide the County any funding beyond previously approved figures. The Agency shall provide the County with written notice of its decision regarding the County’s proposed budget and Fact Sheet or Amended Fact Sheet.

- C. Costs excluded from financial assistance and as set forth in Exhibit C, attached hereto and incorporated herein (collectively, “Unallowable Costs”) include:
 - 1) costs incurred in violation of any term or condition of this Agreement or any applicable federal, state, or local law;
 - 2) costs incurred prior to or after the term of this Agreement; and
 - 3) the unallowable costs as set forth in Exhibit C.

- D. The County shall submit financial assistance requests on a quarterly basis with supporting documentation together with progress reports on forms provided by the Agency. The County shall submit its financial assistance request (i.e. payment requests) for each quarter not more than thirty (30) calendar days following the end of said quarter. The supporting documents shall identify the activities performed and provide a breakdown of the costs, sufficient to demonstrate that the costs for which financial assistance is sought were necessary and reasonable and otherwise

allowable costs as defined herein. Financial assistance request documents shall include, but are not limited to, the following:

- 1) An identification of the time period for which the activities/services were performed, and the costs were incurred;
- 2) A brief description of the work performed;
- 3) A breakdown of the activities/services performed cross-referenced to tasks set forth in the Fact Sheet or Amended Fact Sheet;
- 4) The names and titles of individuals performing activities/services and the dates and hours worked;
- 5) Copies of invoices;
- 6) A list of expenses and/or costs incurred in connection with the activities/services performed; and
- 7) Such other documentation requested by the Agency to determine whether an expense for which financial assistance is requested is an allowable cost as defined herein.

E. The County shall submit its final request each state fiscal year for financial assistance hereunder no later than thirty (30) calendar days following the expiration of the term of this Agreement.

F. The County's failure to submit financial assistance requests, supporting documentation, or quarterly reports in a timely manner may result in delay or denial of financial assistance payments by the Agency.

G. At any time or times prior to final payment under this Agreement, the Agency may cause any request(s) for payment to be reviewed or audited by the Agency or as otherwise herein provided. Each subsequent payment shall be subject to reduction for amounts included in the related request for payment which are found, on the basis of such review or audit, not to constitute allowable costs. Any payment will be reduced for overpayments or increased for underpayments on preceding requests for payment.

XI. INSPECTIONS

A. The County shall maintain a formalized record of all inspections, compliance, non-compliance, formal enforcement and Administrative Citation activities. The information recorded shall include, at a minimum:

- 1) relevant dates;
- 2) number of inspections;
- 3) facilities inspected;
- 4) volume in cubic yards of waste remediated at open dump sites;
- 5) the status of all compliance and enforcement activities; and
- 6) the amount of any penalties, interest or restitution collected or due and owing.

B. INSPECTION REPORT FORMS

Each time a certified inspector (hereinafter "inspector") conducts an inspection of a site, the inspector shall complete an inspection report that consists of, at a minimum:

- 1) an inspection checklist;
- 2) a narrative;
- 3) a site sketch or map;
- 4) photographs documenting site conditions; and
- 5) any appropriate supporting documents.

While conducting inspections, the inspector shall take field notes and may utilize a draft inspection checklist in conjunction with field notes.

After completing the inspection, the inspector shall complete the inspection report within thirty (30) calendar days after the date of the inspection. The employee shall possess and carry a camera for the purpose of taking pictures to document site conditions during inspections.

The original completed report shall be maintained by the Department; one copy shall be forwarded to the Illinois EPA Regional Manager; one copy to the owner and one copy to the operator; and one copy shall be forwarded to Illinois EPA Headquarters. Copies of the inspection report shall be forwarded to the Illinois EPA and the owner and operator no later than thirty-five

(35) calendar days after the date of the inspection and may be forwarded electronically, to the extent not prohibited by Illinois law.

C. INSPECTION SCHEDULE

Before conducting any independent inspections pursuant to the Delegation Agreement, the inspector must first be certified by Illinois EPA in accordance with Section IV(A) above. Before conducting an inspection of an Illinois EPA permitted site, the inspector shall review and become familiar with applicable statutes, regulations, variances, adjusted standards and Illinois EPA permits in order to become aware of permit conditions, obligations and exceptions that may apply to the site.

The County is responsible for inspecting the sites within its jurisdiction on a schedule under its Attachment A in the Fact Sheet or Amended Facts Sheet. The County and Illinois EPA understand that it may be necessary for the County to conduct impromptu inspections of Illinois EPA permitted sites without having had time to notify the Illinois EPA prior to such inspection, but this is to be the exception rather than the usual course of operation. Inspections of open dump sites will be on an as-needed basis. Additionally, the County shall conduct inspections of any site subject to the Delegation Agreement upon the request of Illinois EPA and upon citizen complaints alleging violations of the Act and regulations within ten (10) calendar days.

The County shall forward to Illinois EPA, within thirty (30) calendar days, copies of all written communications the County issues or receives pursuant to activities engaged in by reason of the Delegation Agreement.

From time to time, Illinois EPA engages in inspections with a view toward possible criminal enforcement actions. It is understood and agreed to by the County that any facts, data, documents, photographs, reports or other information pertaining to such inspections are outside the scope of the Delegation Agreement. Nothing herein shall limit Illinois EPA's legal authority to work with, and cooperate with, the State's Attorney and law enforcement agencies in the County regarding any inspections or investigations pursuant to possible criminal actions.

Unless otherwise specified, the Regional Manager¹, Field Operations Section, Bureau of Land, shall be Illinois EPA's representative for the operational aspects of the Delegation Agreement, and the Director of the Department shall be the County's representative.

¹ The Illinois EPA, Bureau of Land, has divided the State of Illinois into seven regions for administrative purposes.

XII. ADMINISTRATIVE CITATION PROCESS

If a citation is issued the violator will make out two separate checks: one check to the Illinois EPA, Environmental Protection Trust Fund for half of the amount of the fine and a second check to Sangamon County for the other half of the fine. This information shall be made available to the Illinois EPA upon request.

XIII. EFFECTIVE DATE - TERMINATION - AMENDMENT – RENEWAL

A. The Delegation Agreement shall commence on July 1, 2021, or upon execution, whichever is later, and shall remain in effect until **June 30, 2026** unless terminated earlier by either party giving thirty (30) calendar days prior written notice of termination to the other party. The Delegation Agreement may be so terminated with or without cause. Illinois EPA may, from time to time, review and comment on the County's inspection and enforcement program. Amendment of the Delegation Agreement may be made at the sole discretion of Illinois EPA upon written notice to the County.

B. The Parties may renew the Delegation Agreement for additional five (5) calendar year terms by mutual written consent.

XIV. RECOVERY OF FUNDS AND OTHER REMEDIES

In the event this Agreement is breached by the County, the Agency may, in addition to any other remedies provided in law and/or equity, revoke this Agreement and take such other action as the Agency is authorized to take. If the Agency determines funds are being misspent or improperly held by the County, then the Agency or the Illinois Attorney General may recover those funds and take any other action authorized by law. These remedies shall not be construed as limiting the Agency's right to terminate this Agreement with or without cause as provided in Section XIII above.

The Illinois EPA has a regional office in each region. The Bureau of Land has designated a Regional Manager for each regional office. The responsibilities of the Regional Manager include providing advice and assistance to delegated counties.

XV. NOTICES

Any notice required under this Agreement shall be in writing and shall be deemed properly given when personally delivered, mailed by certified mail, return receipt requested, or sent by first class regular mail, to the addresses below. Notice of termination of the Agreement shall be sent by certified mail, return receipt requested, or by personal delivery, to the address below. Either party may change its address for receiving notices by giving notice of such change in compliance with the terms of this Section. Notice as provided herein does not waive service of summons.

For the Agency:

Manager, Waste Reduction and Compliance Section
Bureau of Land #24
Illinois Environmental Protection Agency
1021 N. Grand Ave. East
Springfield, Illinois 62794-9276

For the County:

Sangamon County Department of Public Health Department
2833 South Grand Avenue East
Springfield, IL 62703

XVI. NO THIRD PARTY BENEFICIARIES

Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement or to acknowledge, establish, or impose and legal duty to any third party.

XVII. COMPLIANCE WITH APPLICABLE LAWS

The parties shall at all times observe and comply with all applicable federal and state laws, regulations and codes which may in any manner affect the performance of this Agreement.

XVIII. DISCLAIMER OF RELATIONSHIP

A. Nothing contained in this Agreement, nor any act of the Agency or the County, shall be deemed or construed by the other party or by any third party, to create any relationship of

a principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Agency and the County.

B. The employees of the County shall remain employees of the County and are therefore not entitled to any benefits provided to employees of the State by virtue of this Agreement and/or any services or work performed under this Agreement.

XIX. MISCELLANEOUS

A. This Agreement sets forth the entire understanding of the parties relative to the subject matter hereof and supersedes all prior agreements.

B. Titles and headings to sections herein are inserted for reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any dispute arising out of this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

D. If any provision of this Delegation Agreement shall be held unconstitutional or otherwise void by a court of proper venue and jurisdiction, all other provisions of this Delegation Agreement shall remain in full force and effect.

E. If a party waives a breach of any provision of this Agreement by the other party, that waiver shall not operate or be construed as a waiver of any subsequent breach by said party or prevent the non-breaching party from enforcing such provisions.

F. This Agreement may be executed in several identical counterparts each of which shall be an original and all of which shall constitute one and the same instrument.

G. The parties acknowledge that this Agreement was freely negotiated by each of the parties hereto, each of whom was represented by separate counsel; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against any party.

H. Each of the undersigned signing as an officer, representative, or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement, and to bind the party on whose behalf he or she is signing this Agreement to the terms and conditions herein, and that he or she does so voluntarily and in his or her official capacity.

SIGNATURE PAGE TO FOLLOW

THE TERMS AND CONDITIONS OF THIS DELEGATION AGREEMENT ARE HEREBY
ACCEPTED AND AGREED TO:

**ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY**

SANGAMON COUNTY

By: 
John J. Kim, Director

By: _____
Signature

Date: 6/23/21

Type or Print Name

Title

Date: _____

Attest: Bridget Drea
Signature

Attest: _____
Signature

Bridget Drea
Type or Print Name

Type or Print Name

Assistant to the Director
Title

Title

Date: 6/23/21

Date: _____

I. Program Statement/Description of Solid Waste Disposal System

The Sangamon County Department of Public Health is responsible for the implementation and management of the County's Solid Waste Plan. This plan specifies our Department should enforce the landfill regulations in Sangamon County. It is by this mandate that our Department has a delegation agreement and a solid waste enforcement grant with the Illinois Environmental Protection Agency (Illinois EPA).

Sangamon County has two permitted solid waste landfills, one is operating, and another is a sludge landfill. There is one closed landfill that we monitor. We also have one permitted compost site, and two permitted transfer stations.

One of the most time consuming aspects of our enforcement program is the investigation and mitigation of illegal dumping. In a normal year, our Department will receive an average of just over 200 illegal dumping complaints. With active participation from the State's Attorney's office, we have reduced this problem from an average of just under 500 from a few years ago.

Our solid enforcement (SWE) program involves routine inspections of permitted sites on a regularly scheduled basis agreed upon by our Department and the Illinois EPA. Our program also includes the investigation, inspection and enforcement of violations for illegal dumping.

II. Status of Enforcement Program

In a normal year, our inspectors conduct more than 200 random dump investigations, which result in approximately 25 reports for Illinois EPA. We also perform approximately 79 routine inspections of Agency- permitted sites.

Our State's Attorney's office is providing excellent assistance in the enforcement of our program. They have participated in all Enforcement Decision Group (EDG) meetings and prepared administrative warning notices and citations. The SWE grant funding for an attorney is the most influential factor in obtaining legal assistance.

Our delegation agreement between Illinois EPA and Sangamon County is in good standing, was renewed in 2017 and now expires on June 30, 2021.

All warnings and citations, including documentation of inspections are completed in the format prescribed by the Illinois EPA. We have received very good cooperation and input from Illinois EPA staff. We look forward to continuing this successful working relationship.

III. Program Description/Proposed Grant Activities

A. Geographical Area

The geographical area to be served by this grant is Sangamon County, which covers 866 square miles with a population of 178,386. There are two active permitted landfills, two closed landfills, two permitted transfer stations, one land application site and one permitted compost site in Sangamon County. In addition, it is projected Sangamon County will receive at least 100 illegal dump complaints that will require action required by this SWE grant.

B. Enforcement Specifications

The Sangamon County Department of Public Health will conduct on-site inspections and enforce the Illinois Environmental Protection Act and Illinois Pollution Control Board rules and regulations at the following locations:

<u>ID NUMBER</u>	<u>SITE NAME</u>	<u>PROPOSED #</u>	<u>INSPECTIONS</u>
1678250016	Burketts LF (Closed)	1/year	= 1
1671205529	Evans LSW Transfer Station	2/mo.	= 24
1678250020	FGDS CWLP (Sludge LF)	1/qtr.	= 4
1678220037	Sangamon Valley LF (full)	2/mo.	= 24
1671200110	Secretary of State Compost Site	2/year	= 2
1671200127	Waste Mgmt./Spfld. Transfer Station	2/mo.	= 24
	Full random and illegal dump inspection reports		= 25
	Total anticipated inspections		= 79

Inspection and investigation of an estimated total of 300 illegal dumping complaints will also be performed by the Sangamon County Department of Public Health. All inspections are performed and documented by protocol established by the Sangamon County Department of Public Health.

The Sangamon County Department of Public Health will meet with the Illinois EPA staff periodically to review the program and resolve any operational problems. In addition, we will submit on a monthly basis to Illinois EPA's field office, copies of the compliant inspection log and any other documents.

C. Equipment, Field Equipment and Supplies

Equipment (expensed) items requested in our FY 2017 grant application are for replacement purposes only and include only general supplies.

D. Training

Ongoing in-service training is provided on a weekly basis by the solid waste staff and our Director of Environmental Health.

E. Coordination

Allen Alexander, Director of Environmental Health for our Department, provides coordination of staff development, continuing education, daily supervision of other staff members and program objectives. The solid waste inspectors coordinate EDG meetings, review permit requests and inspection reports, complete reporting requirements and report to Gail O'Neill, Director of Public Health. Gail O'Neill coordinates with the State's Attorney's Office on all legal matters regarding the SWE program.

F. Illegal Dump Investigation Procedures

The Sangamon County Department of Public Health logs all solid waste complaints and responds within seven days. This is required by the Illinois Department of Public Health. A status of each complaint, such as resolved or referred to legal counsel, is listed after each complaint. We will continue to document all investigations and warning/citation notices as prescribed by Illinois EPA's Enforcement Management System (EMS).

G. Record-Keeping Assessment

Gail O'Neill, Director of Public Health is responsible for overseeing the appropriate record-keeping and payment procedures as they pertain to reimbursement by Illinois EPA, deposit of host solid waste management fee revenues and appropriate handling of money; to assure money will not be commingled and has a clear audit trail. Director O'Neill coordinates with the Sangamon County Treasurer and the County Auditor to assure these procedures are in compliance with Illinois EPA auditing specifications. Director O'Neill also files all necessary reports with quarterly requests for payment under the SWE grant.

IV. Budget Detail;

Financing for Sangamon County's share of the SWE grant will be achieved through a host agreement with Republic Industries, the operators of the Sangamon Valley Landfill. Our host agreement collects \$3.79 per ton on waste received at the Sangamon Valley Landfill.

V. State Share Requested;

The state share requested is 70.00% of the SWE grant's total cost, or \$82,674.53. The total program cost is \$107,476.89. The local share amounts to \$24,802.36, which is 30.00% of the total cost of the program.

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Illinois Environmental Protection Agency

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1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Delegation Agreement Annual Budget Summary

General Information

Applicant: Sangamon County Department of Public Health

State Fiscal Year: 22

Address: 2833 South Grand Avenue East

Intergovernmental
Delegation Agreement: _____

City: Springfield State: IL Zip: 62703

Application Date: _____

Contact: Allen Alexander/Toni Perry

Phone: (217) 535-3100

Budget Information

Local Government Funding Mechanism

direct administrative and indirect costs

Requested State Award: \$82,674.53

Local Funding Level: \$24,802.36

Budget Summary

Budgeted Items	State Award	Local Funding	Total
Direct Personnel Costs	\$61,726.00		\$61,726.00
Fringe Benefits	\$20,948.53		\$20,948.53
In-Kind Contributions			
Other Direct Costs		\$19,428.52	\$19,428.52
Indirect Costs		\$5,373.84	\$5,373.84
Total	\$82,674.53	\$24,802.36	\$107,476.89

Once Budget Summary is completed, you can either email to James.M.Jennings@illinois.gov, or print and mail to:

Illinois Environmental Protection Agency
Attn: James Jennings, #24
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

A. Direct Personnel

Position Title/Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Environmental Health Inspector	200	100%	\$25.65	\$5,130.00
Environmental Health Inspector	200	100%	\$25.65	\$5,130.00
Environmental Health Inspector	200	100%	\$25.65	\$5,130.00
Environmental Health Inspector	200	100%	\$25.65	\$5,130.00
Environmental Health Inspector	200	100%	\$25.65	\$5,130.00
Environmental Health Inspector	200	100%	\$25.65	\$5,130.00
Environmental Health Inspector	200	100%	\$25.65	\$5,130.00
Environmental Health Inspector	200	100%	\$25.65	\$5,130.00
Environmental Health Inspector	200	100%	\$25.65	\$5,130.00
Environmental Health Inspector	200	100%	\$25.65	\$5,130.00
Environmental Health Inspector	200	100%	\$31.81	\$6,362.00
Environmental Health Assistant Director	100	100%	\$44.07	\$4,407.00
Environmental Health Director	100	100%	\$47.87	\$4,787.00
Total:				\$61,726.00

B. Fringe Benefits

Type of Fringe Benefit	Rate (Percentage)	Personnel Cost	Totals
FICA/Medicare	7.65%	\$61,726.00	\$4,722.04
Retirement	12.39%	\$61,726.00	\$7,647.85
Group Insurance	14%	\$61,276.00	\$8,578.64
Subtotal:			\$20,948.53

Type of Fringe Benefit	Monthly Cost	Percent Time on Grant	Number of Months	Totals
Subtotal:				\$20,948.53
Total:				\$20,948.53

C. In-Kind Contributions

Position Title or Name	Estimated Hours	Percent Time on Program	Hourly Rate	Totals
Total:				

D. Other Direct Costs

1. Travel

Description	Cost per Unit or Mile	Quantity	Totals

Description		Cost per Unit or Mile	Quantity	Totals
Total:				

2. Equipment

Equipment - Amortized

Type of Equipment	Cost per Unit	Quantity	Percent Time on Program	Totals
Subtotal:				

Equipment - Expensed

Type of Equipment		Cost per Unit	Quantity	Totals
Subtotal:				
Total:				

3. Supplies

Description		Cost per Month	Number of Months	Totals
Total:				

4. Postage

Description		Cost per Unit	Quantity	Totals
Total:				

5. Advertising

Description		Cost per Unit	Quantity	Totals
Total:				

6. Computer Charges

Description		Cost per Unit	Quantity	Totals
Total:				

7. Telecommunications

Description		Cost per Month	Quantity	Totals
Total:				

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8. Office Space and Utilities Costs

Description	Cost per Year	Percent Time on Program	Number of Years	Totals
Total:				

9. Vehicle Charges

Vehicle Charges - Amortized

Description	Cost per Month	Percent Time on Program	Number of Months	Totals
Subtotal:				

Vehicle Charges - Expensed

Description	Cost per Unit	Percent Time on Program	Number of Units	Totals
Subtotal:				
Total:				

10. Printing

Description		Cost per Unit	Quantity	Totals
Total:				

11. Conference and/or Training Registration

Description		Cost per Unit	Quantity	Totals
Total:				

12. Miscellaneous Direct Costs

Description		Cost per Unit	Quantity	Totals
Total:				
Other Direct Costs Total:				

E. Indirect Costs

Miscellaneous Shared Expenses		Rate (Percentage)	Total Direct Costs	Totals
Total:				

Grand Total: \$82,674.53

EXHIBIT C
Unallowable Costs

- A. Unallowable Costs. Costs which are not reasonable and necessary for completion of the inspection, investigation, or enforcement work required under the Agreement (the "project") are unallowable. Such costs include, but are not limited to:
- 1) Area wide planning or enforcement not directly related to the project;
 - 2) Bonus payments not legally required for completion of the project;
 - 3) Personal injury compensation or damages arising out of the project, whether determined by adjudication, arbitration, negotiation, or otherwise;
 - 4) Fines and penalties resulting from violations of, or failure to comply with, federal, State, or local laws;
 - 5) Costs outside the scope of the approved inspection, investigation, or enforcement project;
 - 6) Interest on bonds or any other form of indebtedness required to finance the project costs;
 - 7) Ordinary operating expenses of local government, such as salaries and expenses of a mayor or city council members;
 - 8) Site acquisition (for example, sanitary landfills and sludge disposal areas);
 - 9) Costs for which payment has been or will be received under another State or federal assistance program;
 - 10) Costs of equipment or material procured in violation of applicable law or in violation of the terms of the Agreement;
 - 11) Costs of special funds (i.e., industry advancement funds, funds to reimburse bidding costs to unsuccessful offerors, etc.) financed by contractors, contributions in the industry for methods and materials research, public and industry relations, market development, labor-management matters, wage negotiations, jurisdictional disputes, defraying of all or part of unsuccessful offerors bidding costs, or similar purposes;
 - 12) Costs that are incurred prior to the commencement of the Agreement;
 - 13) Costs that are incurred after the expiration of the term of the Agreement unless the term of the Agreement is extended by the Agency and the unit of local government, and the costs are approved by the Agency;
 - 14) Personal and professional consultant services costs arising under a cost-plus-percentage-of-cost type of agreement (including the multiplier contract where profit is included in the multiplier);
 - 15) Personal and professional consultant services costs when the Agency, the Auditor General, the Executive Inspector General, the Attorney General, or their respective officers, officials,

employees, authorized representatives or agents have been refused access to the books and records of the contractor or subcontractor as required under the Agreement;

16) Increases in personal and professional consultant services contract fees which are based solely on a percentage of increased project costs notwithstanding the contractual liabilities of the unit of local government under such contract;

17) out-of-state-travel;

18) attending conferences (not including attending meetings in accordance with the Agreement such as attending EDG meetings, other meetings with IEPA, or meetings required to perform the project);

19) lobbying; and

20) indirect costs, except as approved by IEPA in writing.

B. Definitions.

As used in this Exhibit C, the following words and terms shall have the meanings below:

1) "Unit of local government" means the County, City, or Solid Waste Management Agency that has entered into an Intergovernmental Delegation Agreement with IEPA to perform inspection, investigation, and enforcement activities on behalf of IEPA as therein provided.

2) "Agreement" means the Intergovernmental Delegation Agreement between the unit of local government and IEPA for the performance of inspection, investigation, and enforcement activities.

3) "Indirect costs" mean those costs incurred for a common or joint purpose but benefiting more than one cost objective, and not readily identifiable to the cost objectives specifically benefited.

C. Disputes and Determination regarding Allowable Costs.

The unit of local government shall seek to resolve any questions relating to the allowance or allocation of costs at its earliest opportunity (if possible, prior to execution of the Agreement). Final determinations by the Agency concerning whether costs are allowable and the amount of the costs allowed shall be final.