

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

(University of Illinois' Pesticide Rinsate Facility)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Intergovernmental Memorandum of Understanding Between the City of Urbana and the Board of Trustees of the University of Illinois at Urbana-Champaign to Share the University's Pesticide Rinsate Facility, in substantially the form of the copy of said Memorandum attached hereto, be and the same is hereby approved.

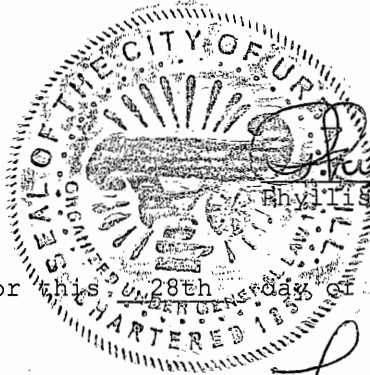
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Assignment and Estoppel Certificate as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 18th day of July, 2005.

AYES: Barnes, Bowersox, Chynoweth, Lewis, Roberts, Smyth, Stevenson

NAYS:

ABSTAINS:



Thyllis D. Clark
Thyllis D. Clark, City Clerk

APPROVED by the Mayor this 28th day of July, 2005.

Laurel Lunt Prussing
Laurel Lunt Prussing, Mayor

AN INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING

**BETWEEN THE CITY OF URBANA AND THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN
TO SHARE THE UNIVERSITY'S PESTICIDE RINSATE FACILITY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of the date below the signature of the last entity to sign it ("effective date"), by and between the City of Urbana, Illinois, a municipal corporation ("Urbana"), and, the Board of Trustees of the University of Illinois, a body corporate and politic of the state of Illinois ("University"). The foregoing entities will hereafter be noted as "the parties."

WITNESSETH:

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and 5 ILCS 220/1, et seq., the parties to this contract are authorized to enter into an intergovernmental agreement;

WHEREAS, the parties are subject to the Illinois Lawn Care Products Application and Notice Act (415 ILCS 65) and the Illinois Department of Agriculture regulations (8 Ill. Adm. Code 256) promulgated pursuant to the Act;

WHEREAS, the University owns and operates a pesticide rinsate facility under an approved permit issued by the Illinois Department of Agriculture;

WHEREAS, the City of Urbana does not own or operate a pesticide rinsate facility but requires access to a permitted rinsate facility during emergency situations;

WHEREAS, the parties find it beneficial to share access to the University's rinsate facility;

NOW, THEREFORE, in consideration of the foregoing premises and the other undertakings contained in this Agreement, the parties agree as follows:

Section 1. Definitions.

Unless the context requires otherwise, the terms below shall have the meanings assigned to them as follows:

- (A) "Party or Parties" means the City of Urbana, and/or the University of Illinois at Urbana-Champaign (UIUC).
- (B) "Rinsate Facility" means the pesticide rinsate facility located in Urbana, IL and operated by the UIUC Facilities & Services, Grounds Department under Illinois Department of Agriculture permit No. LC95050243.
- (C) "Emergency or Emergency Situations" means an incident when a pesticide applicator owned and operated by Urbana experiences a leak resulting in the unauthorized release of pesticide materials.

Section 2. Purpose.

This Agreement outlines an understanding between the parties for the purpose of sharing UIUC's pesticide rinsate facility during emergency situations. During an emergency situation, Urbana is allowed to use the rinsate facility as a containment structure for a leaking pesticide applicator. The applicator shall remain within the containment structure until the leaking applicator and containment sump have been emptied of

pesticide materials but not longer than three (3) business days. These materials shall then be promptly recovered (within 2 business days) and properly disposed of by Urbana. Urbana agrees to promptly reimburse the University for any University labor and reimburse or replace with like kind any University spill response materials and storage containers used to recover the pesticide materials at the rinsate facility.

Section 3. Scope, Duration & Renewal.

This MOU is limited to the purpose stated previously. Both Parties agree to reasonably cooperate as necessary to fulfill the intent of this agreement. This Agreement will become effective when signed by both Parties and will terminate twelve (12) months from the date of the last signatory. This agreement is subject to renewal on an annual basis if mutually desirable by both Parties. Notice of intent to renew must be sent in accordance with Section 9 of this agreement two (2) months prior to the expiration date.

Section 4. Responsibilities & Indemnification.

Urbana shall be solely responsible for the costs of any emergency situation including but not limited to: pesticide cleanup, removal, disposal and/or any required site remediation activities on University property that may result from the unauthorized release of pesticide substances. Moreover, Urbana agrees to indemnify the University, its officers, employees, agents and assigns for any and all liabilities resulting from Urbana's use of the Rinsate Facility including but not limited to any enforcement actions by any regulatory agency, state and/or federal, which might be taken as a result of Urbana's use of the Rinsate Facility during an emergency situation.

Section 5. Notifications.

When an emergency occurs, an Urbana Arbor Division representative must notify designated UIUC F&S Grounds Department personnel by telephone within normal business hours (8:00am - 4:30pm) on the day of the emergency. If the emergency occurs after normal business hours, the notification must be made during the next business day.

Section 6. Prior Agreement.

The parties agree that this Agreement between the parties supersedes all other agreements relating to the subject matter of this Agreement.

Section 7. Miscellaneous Provisions.

If state legislation changes the powers or responsibilities of the parties relative to this Agreement, the parties shall renegotiate this Agreement in good faith.

Section 8. Action Contrary to Law.

Nothing contained herein shall require the parties to take any action that would be a violation of law or would cause a default on any obligation or debt instrument.

Section 9. Notices.

Notice hereunder shall be considered delivered when delivered personally or sent by certified mail, postage prepaid to:

City of Urbana
William Gray, Public Works Director
City of Urbana
400 S. Vine
Urbana, Illinois 61801

University of Illinois
Kevin Duff, F&S, Grounds Department
University of Illinois at Urbana-Champaign
501 S. Oak Street
Champaign, IL 61820

Section 10. Approvals.

All parties hereby agree to take any official action necessary to accomplish their respective obligations as set forth in this Agreement. When a provision in this Agreement requires the agreement or approval of one or both of the parties, such agreement or approval shall be evidenced in writing and signed by the Mayor of the City of Urbana and the Vice President for Administration and Comptroller of the University.

Section 11. Binding Agreement.

This Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

CITY OF URBANA, ILLINOIS

By: *Samuel Faust Prusig*
Mayor
Attest: *[Signature]*
City Clerk
Date: 7-20-05



APPROVED AS TO FORM FOR CITY:

Jack Waalen
City Attorney

**THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF ILLINOIS**

By: *Stephen K. Rugg*
Stephen K. Rugg,
Vice President for Administration/Comptroller
Attest: *Michele M. Thompson*
Michele M. Thompson, Secretary
Date: 8/16/05

APPROVED:

John G. Dempsey
John G. Dempsey, Executive Director
Facilities & Services
Carl V. Wegel
Carl V. Wegel, Director
Maintenance Division
Maureen B. Banks
Maureen Banks, Interim Director
Division of Safety & Compliance

APPROVED AS TO FORM:

Scott S. Liu
Office of University Counsel
Date: 8/12/05