



DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, U.S. ARMY CORPS OF ENGINEERS
231 SOUTH LA SALLE STREET, SUITE 1500
CHICAGO IL 60604

November 23 2015

Project Management Branch

Daniel J. Cronin
DuPage County Board Chairman
Director, Stormwater Management, DuPage County
421 N. County Farm Road
Wheaton, Illinois 60187

Dear Mr. Cronin,

I'm writing this letter as a follow up to the DuPage River Feasibility Study Project Management Plan (PMP) meeting that was held with your staff and the staff from the Will County Executive Office on Friday November 13, 2015. In the meeting we discussed the draft PMP and in particular the budget that was included in the PMP. Enclosed with this letter are two tables Table 1 entitled "Project Management Plan Cost Summary" and Table 2 entitled "Project Management Plan Cost Breakdown Per Month".

The following revisions were made to Table 1 from the initial version included in the PMP:

- The "Sponsor In-Kind" services cost in the "Study Start to Alternatives Milestone" phase was increased from \$16,560 to \$43,780.
- IDNR has stated they are unable to perform the survey work in Will County. The Corps will be performing the survey. The "Alternatives Milestone to TSP Milestone" Decision Point has been revised to move the cost of the survey work (\$145,000) from the "Sponsors In-Kind" to the Corps.
- The error in the "Total with Contingency" shown under the "Final Report to Chief's Report" phase was corrected which resulted in reducing the phase cost from \$98,903 to \$70,436.

At the meeting there was a request to develop a table that shows study funding needs from Will County, DuPage County and the Corps. Based on the cost requirements to complete the study as shown in Table 1, Table 2 was developed to illustrate the funding required per year for the duration of the study. Monthly amounts shown on the spreadsheet do not represent a schedule of cash payments to be provided to the Corps. The payment schedule for providing the Non-Federal funds to the Corps will be in accordance with Article II.B.2 and Article III.C. of the Feasibility Cost Share Agreement (FCSA). The study start date is the date the FCSA was signed which was July 14, 2015, between the Department of the Army, the DuPage County Stormwater Management Commission and Will County Executive Office. The completion date for the study is projected for July 2018. Please review the two tables and let me know if you have any questions.

Process Level 100
Acct 1600-3000-53830 \$52,514.08

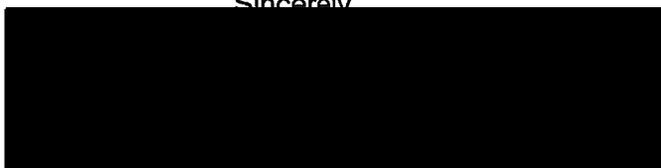
Auth _____
Date 9/23/15

The non-Federal sponsors provided \$25,000 to the Corps to initiate the study, including preparation of the PMP. Per this same article, if additional funds are needed to complete development of the PMP, the Corp is to provide a written estimate of the amount of funds required from the Non-Federal Sponsors and no later than 15 calendar days after such notification, the Non-Federal Sponsors are to provide the additional funds. At this time, an additional amount of \$6,150.00 is being requested for finalization of the PMP. These funds were utilized to facilitate development of a more comprehensive PMP including collection of additional information and completion of an extensive coordination effort with our higher headquarters. In accordance with Article II.B.1., please provide the needed funding no later than 15 calendar days from receipt of this letter. Per Article III.C., please provide the required funds by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Engineer, or by providing an Electronic Funds Transfer.

Per the FCSA Article II.B, paragraph 2, "...the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors to meet their share of the shared study costs for the remainder of the initial fiscal year of the Study." Per the above paragraph, and based on the information in Table 2, the funds required from the DuPage County Stormwater Management Commission through September 30, 2016 is \$216,206.32. That paragraph further states that "No later than 15 calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government." However, of note is the fact that the statement "As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions that will be afforded in accordance with paragraph C. of this Article...." is also included in this paragraph. Therefore, please be advised that we need to finalize the PMP and once we are all in agreement with the figures, including the "Sponsor In-Kind", the entire Non-Federal cash requirement of \$216,206.32 will be due within 15 days per the FCSA.

If you have any questions, please contact me at 312-846-5560 or on my cell 312-860-0123.

Sincerely,



Imad N Samara
Project Manager

Enclosures

DuPage River

Table 1: Project Management Plan Cost Summary

		Last Updated:		30 Oct 15
Decision Point	Project Delivery Team Work Group	Total Labor	Non-Labor e.g. Travel	Totals (Rounded)
1	Study Start to Alternatives Milestone			
	Programs & Project Mgmt	\$9,900	\$4,500	\$14,400
	Hydrology and Hydraulics	\$24,192	\$0	\$24,192
	Geotech	\$6,030	\$0	\$6,030
	Survey	\$0	\$0	\$0
	Civil Design	\$9,072	\$0	\$9,072
	Structures/Mechanical	\$0	\$0	\$0
	Cost Estimation	\$4,536	\$0	\$4,536
	Real Estate	\$5,040	\$0	\$5,040
	Environmental	\$8,064	\$0	\$8,064
	Biologist/NEPA	\$0	\$0	\$0
	Plan Formulation	\$18,711	\$0	\$18,711
	Economics	\$13,365	\$0	\$13,365
	Value Engineering	\$0	\$0	\$0
	Biologist/NEPA	\$0	\$0	\$0
	Sponsor In-Kind	\$43,780	\$0	\$43,780
	Reviews	\$0	\$14,810	\$14,810
	<i>Subtotal</i>	<i>\$142,690</i>	<i>\$19,310</i>	<i>\$162,000</i>
	<i>Contingency for Adjustments</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>
	<i>Total with Contingency</i>	<i>\$142,690</i>	<i>\$19,310</i>	<i>\$162,000</i>
2	Alternatives Milestone to A/E Milestone	\$0	\$0	\$0
	Programs & Project Mgmt	\$49,500	\$4,500	\$54,000
	Hydrology and Hydraulics	\$150,192	\$0	\$150,192
	Geotech	\$32,256	\$90,000	\$122,256
	Survey	\$5,040	\$145,000	\$150,040
	Civil Design	\$69,552	\$0	\$69,552
	Structures/Mechanical	\$23,184	\$0	\$23,184
	Cost Estimation	\$43,344	\$0	\$43,344
	Real Estate	\$47,376	\$0	\$47,376
	Environmental	\$73,584	\$3,600	\$77,184
	Cultural Resources/NEPA	\$42,570	\$67,500	\$110,070
	Plan Formulation	\$106,920	\$0	\$106,920
	Economics	\$84,645	\$450	\$85,095
	Value Engineering	\$0	\$0	\$0
	Biologist/NEPA	\$42,570	\$67,500	\$110,070
	Sponsor In-Kind	\$75,900	\$100,000	\$175,900
	Reviews	\$0	\$137,500	\$137,500
	<i>Subtotal</i>	<i>\$846,633</i>	<i>\$616,050</i>	<i>\$1,462,683</i>
	<i>Contingency for Adjustments</i>	<i>\$146,268</i>	<i>\$146,268</i>	<i>\$146,268</i>
	<i>Total with Contingency</i>	<i>\$991,296</i>	<i>\$762,318</i>	<i>\$1,608,951</i>
3	A/E Milestone to Agency Decision Milestone	\$0	\$0	\$0
	Programs & Project Mgmt	\$29,700	\$4,500	\$34,200
	Hydrology and Hydraulics	\$23,184	\$0	\$23,184
	Geotech	\$10,080	\$0	\$10,080
	Survey	\$1,008	\$0	\$1,008
	Civil Design	\$17,136	\$0	\$17,136
	Structures/Mechanical	\$4,032	\$0	\$4,032
	Cost Estimation	\$12,096	\$0	\$12,096
	Real Estate	\$12,096	\$0	\$12,096
	Environmental	\$48,384	\$90,000	\$138,384

	Cultural Resources/NEPA	\$13,860	\$27,000	\$40,860
	Plan Formulation	\$44,550	\$0	\$44,550
	Economics	\$17,820	\$0	\$17,820
	Value Engineering	\$0	\$0	\$0
	Biologist/NEPA	\$13,860	\$0	\$13,860
	Sponsor In-Kind	\$16,560	\$0	\$16,560
	Reviews	\$0	\$67,500	\$67,500
	<i>Subtotal</i>	<i>\$264,366</i>	<i>\$189,000</i>	<i>\$453,366</i>
	<i>Contingency for Adjustments</i>	<i>\$20,497</i>	<i>\$18,900</i>	<i>\$45,337</i>
	<i>Total with Contingency</i>	<i>\$290,803</i>	<i>\$207,900</i>	<i>\$498,703</i>
4	Agency Decision Milestone to Final Feasibility Report	\$0	\$0	\$0
	Programs & Project Mgmt	\$49,500	\$4,500	\$54,000
	Hydrology and Hydraulics	\$31,248	\$0	\$31,248
	Geotech	\$5,040	\$0	\$5,040
	Survey	\$0	\$0	\$0
	Civil Design	\$43,344	\$0	\$43,344
	Structures/Mechanical	\$9,072	\$0	\$9,072
	Cost Estimation	\$55,440	\$0	\$55,440
	Real Estate	\$10,080	\$0	\$10,080
	Environmental	\$18,144	\$0	\$18,144
	Cultural Resources/NEPA	\$6,930	\$0	\$6,930
	Plan Formulation	\$57,915	\$0	\$57,915
	Economics	\$35,640	\$0	\$35,640
	Value Engineering	\$0	\$67,500	\$67,500
	Biologist/NEPA	\$6,930	\$0	\$6,930
	Sponsor In-Kind	\$35,190	\$2,700	\$37,890
	Reviews	\$0	\$0	\$0
	<i>Subtotal</i>	<i>\$364,473</i>	<i>\$74,700</i>	<i>\$439,173</i>
	<i>Contingency for Adjustments</i>	<i>\$27,881</i>	<i>\$0,717</i>	<i>\$37,092</i>
	<i>Total with Contingency</i>	<i>\$411,854</i>	<i>\$85,905</i>	<i>\$497,759</i>
5	Final Report to Chief's Report	\$0	\$0	\$0
	Programs & Project Mgmt	\$19,800	\$4,500	\$24,300
	Hydrology and Hydraulics	\$1,008	\$0	\$1,008
	Geotech	\$1,008	\$0	\$1,008
	Survey	\$0	\$0	\$0
	Civil Design	\$1,008	\$0	\$1,008
	Structural/Mechanical	\$0	\$0	\$0
	Cost Estimation	\$1,008	\$0	\$1,008
	Real Estate	\$1,008	\$0	\$1,008
	Environmental	\$1,008	\$0	\$1,008
	Biologist/NEPA	\$990	\$0	\$990
	Plan Formulation	\$8,910	\$0	\$8,910
	Economics	\$4,455	\$0	\$4,455
	Value Engineering	\$0	\$0	\$0
	Biologist	\$990	\$0	\$990
	Sponsor In-Kind	\$16,560	\$0	\$16,560
	Reviews	\$0	\$0	\$0
	<i>Subtotal</i>	<i>\$57,753</i>	<i>\$4,500</i>	<i>\$62,253</i>
	<i>Contingency for Adjustments</i>	<i>\$7,808</i>	<i>\$7,171</i>	<i>\$8,183</i>
	<i>Total with Contingency</i>	<i>\$65,261</i>	<i>\$5,175</i>	<i>\$70,436</i>
	Totals	\$1,841,904	\$995,945	\$2,837,849
	Rounded Totals	\$1,841,900	\$996,000	\$2,837,900

Aug. + Sept. Pymts

26,257.04
 26,257.04
 \$52,514.08

SA ok to
 pay 9/22/16

Table 2: Project Management Plan Cost Breakdown Per Month

	Will County		DuPage County		USACE		Total Per Phase
	In Kind Services	Cash	In Kind Services	Cash	Expenditure	USACE Cumulative	
2015							
Jul	\$15.50	\$12,500.00	\$104.08	\$12,500.00	\$12,604.08	\$23,830.72	\$23,830.72
August	\$2,239.52	\$0.00	\$2,467.02	\$0.00	\$15,071.10	\$22,075.81	\$20,906.53
September	\$2,946.30	\$0.00	\$6,008.54	\$0.00	\$21,079.64	\$34,473.60	\$55,380.13
October	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$31,079.64	\$26,000.00	\$81,380.13
November	\$2,500.00	\$6,150.00	\$2,500.00	\$6,150.00	\$39,729.64	\$9,751.91	\$91,132.04
December	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$42,229.64	\$2,087.00	\$80,919.04
January	\$3,795.00	\$36,594.87	\$13,795.00	\$36,257.04	\$82,281.68	\$143,100.06	\$161,167.19
February	\$3,795.00	\$36,594.87	\$13,795.00	\$36,257.04	\$122,333.72	\$150,000.00	\$248,315.28
March	\$3,795.00	\$36,594.87	\$13,795.00	\$36,257.04	\$162,385.76	\$150,000.00	\$335,463.37
April	\$3,795.00	\$36,594.87	\$13,795.00	\$36,257.04	\$202,437.80	\$150,000.00	\$422,611.46
May	\$3,795.00	\$36,594.87	\$13,795.00	\$36,257.04	\$242,489.84	\$140,000.00	\$499,759.55
June	\$3,795.00	\$36,594.87	\$13,795.00	\$36,257.04	\$282,541.88	\$140,000.00	\$576,907.64
July	\$3,795.00	\$36,594.87	\$13,795.00	\$36,257.04	\$322,593.92	\$140,000.00	\$654,055.73
August	\$3,795.00	\$36,594.87	\$13,795.00	\$36,257.04	\$362,645.96	\$140,000.00	\$731,203.82
September	\$2,989,908.96	\$0.00	\$2,989,908.96	\$0.00	\$402,698.00	\$140,000.00	\$808,351.91
October	\$3,795.00	\$36,594.87	\$13,795.00	\$36,257.04	\$442,750.04	\$140,000.00	\$885,500.00
November	\$3,795.00	\$36,594.87	\$13,795.00	\$36,257.04	\$482,802.08	\$140,000.00	\$965,500.00
December	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$458,319.69	\$58,875.75	\$916,639.45
2016							
January	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$473,889.34	\$58,875.75	\$947,778.90
February	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$489,458.99	\$58,875.75	\$978,918.35
March	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$505,028.62	\$58,875.75	\$1,010,057.80
April	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$520,598.29	\$58,875.75	\$1,041,197.25
May	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$536,167.94	\$58,875.75	\$1,072,336.70
June	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$551,737.59	\$58,875.75	\$1,103,476.15
July	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$567,307.22	\$58,875.75	\$1,134,615.60
August	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$582,876.89	\$58,875.75	\$1,165,755.05
September	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$598,446.54	\$58,875.75	\$1,196,894.50
October	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$614,016.17	\$58,875.75	\$1,228,033.95
November	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$629,585.84	\$58,875.75	\$1,259,173.40
December	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$645,155.49	\$58,875.75	\$1,290,312.85
2017							
January	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$660,725.14	\$58,879.69	\$1,321,456.24
February	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$676,294.79	\$58,875.75	\$1,352,595.69
March	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$691,864.44	\$58,875.75	\$1,383,735.14
April	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$696,266.44	\$13,469.00	\$1,392,540.14
May	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$700,668.44	\$13,469.00	\$1,401,345.14
June	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$705,070.42	\$13,469.00	\$1,410,150.14
July	\$2,070.00	\$2,334.58	\$2,070.00	\$2,334.58	\$709,475.02	\$13,469.00	\$1,418,949.98
August	\$2,070.00	\$2,334.58	\$2,070.00	\$2,334.58	\$713,883.15	\$13,469.00	\$1,427,748.98
September	\$2,070.00	\$2,334.58	\$2,070.00	\$2,334.58	\$718,291.28	\$13,469.00	\$1,436,547.98
October	\$2,070.00	\$2,334.58	\$2,070.00	\$2,334.58	\$722,699.41	\$13,469.00	\$1,445,346.98
November	\$2,070.00	\$2,334.58	\$2,070.00	\$2,334.58	\$727,107.54	\$13,469.00	\$1,454,145.98
December	\$2,070.00	\$2,334.58	\$2,070.00	\$2,334.58	\$731,515.67	\$13,469.00	\$1,462,944.98
2018							
January	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$735,923.80	\$58,875.75	\$1,491,588.73
February	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$740,331.93	\$58,875.75	\$1,500,387.73
March	\$1,701.50	\$13,868.15	\$1,701.50	\$13,868.15	\$744,740.06	\$58,875.75	\$1,509,186.73
April	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$749,148.19	\$13,469.00	\$1,517,985.73
May	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$753,556.32	\$13,469.00	\$1,526,784.73
June	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$757,964.45	\$13,469.00	\$1,535,583.73
July	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$762,372.58	\$13,469.00	\$1,544,382.73
August	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$766,780.71	\$13,469.00	\$1,553,181.73
September	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$771,188.84	\$13,469.00	\$1,561,980.73
October	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$775,596.97	\$13,469.00	\$1,570,779.73
November	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$780,005.10	\$13,469.00	\$1,579,578.73
December	\$2,070.00	\$2,332.00	\$2,070.00	\$2,332.00	\$784,413.23	\$13,469.00	\$1,588,377.73
Total							\$1,609,000.06

The month amount shown do not represent a schedule of cash payments to be provided to the Corps. The payment schedule for providing the Non-Federal funds to the Corps will be in accordance with Article II Paragraph 2 of the 14 July 2015 Feasibility Cost Share Agreement.

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
DU PAGE COUNTY, ILLINOIS
AND
WILL COUNTY, ILLINOIS
FOR THE
DU PAGE RIVER FEASIBILITY STUDY

THIS AGREEMENT is entered into this 14th day of July, 2015, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Chicago District (hereinafter the "District Engineer") and DuPage County, Illinois, represented by the Director of Stormwater Management, and Will County, Illinois, represented by the County Executive (hereinafter the "Non-Federal Sponsors").

WITNESSETH, THAT:

WHEREAS, Section 206 of the Flood Control Act of 1958, Public Law 85-500, authorizes the Federal government to study watersheds of the Illinois River in the vicinity of Chicago, Illinois, for the purpose of flood risk management;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for flood risk management within the DuPage River watershed in northeastern Illinois.

B. The term "shared study costs" means all costs incurred by the Government and Non-Federal Sponsors that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes, but is not necessarily limited to, the Government's costs for preparing the PMP; for plan formulation and evaluation, including costs for

economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsors' creditable costs for in-kind contributions. The term does not include any costs for dispute resolution; for participation in the Study Coordination Team; for audits; for an Independent External Peer Review panel, if required; or for negotiating this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsors, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsors' in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsors after completion of, and in accordance with, the PMP.

E. The term "maximum Federal study cost" means the \$1,500,000 Federal cost limit for the Study, unless the Government has approved a higher amount.

F. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsors. The Non-Federal Sponsors shall perform or provide any in-kind contributions in accordance with applicable Federal laws, regulations, and policies.

B. The Non-Federal Sponsors shall contribute 50 percent of the shared study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. No later than 15 calendar days after the effective date of this Agreement, the Non-Federal Sponsors shall provide funds in the amount of \$25,000, for the Government to initiate the Study, including preparation of the PMP. In the event more funds are needed to develop the PMP, the Government

shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors, and no later than 15 calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government.

2. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors to meet their share of the shared study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsors shall provide the full amount of such funds to the Government.

3. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsors with a written estimate of the amount of funds required from the Non-Federal Sponsors during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsors shall provide the full amount of such required funds to the Government.

C. The Government shall include in the shared study costs and credit towards the Non-Federal Sponsors' share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsors incur in providing or performing in-kind contributions, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar days after such completion, the Non-Federal Sponsors shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsors' employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsors' share of the shared study costs less the amount of funds provided pursuant to paragraph B.1. of this Article.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsors; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on solicitations for contracts prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsors shall not use Federal Program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsors shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. In carrying out its obligations under this Agreement, the Non-Federal Sponsors shall comply with all the requirements of applicable Federal laws and implementing regulations, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

H. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in the shared study costs or the maximum Federal study cost.

I. In addition to the ongoing, regular discussions of the parties in the delivery of the Study, the Government and the Non-Federal Sponsors may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in the shared study costs, but shall be included in calculating the maximum Federal study cost. The Non-Federal Sponsors' costs for participation on the Study Coordination Team shall not be included in the shared study costs and shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

ARTICLE III - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, the shared study costs are projected to be \$3,000,000, with the Government's share of such costs projected to be \$1,500,000 and the Non-Federal Sponsors' share of such costs projected to be \$1,500,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

B. The Government shall provide the Non-Federal Sponsors with quarterly reports setting forth the estimated shared study costs and the Government's and Non-Federal Sponsors' estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsors to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsors shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Chicago (H6)" to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsors have deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsors to cover the non-Federal share of the shared study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsors to cover the Non-Federal Sponsors' required share of the shared study costs, the Government shall provide the Non-Federal Sponsors with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional funds.

E. Upon conclusion of the Study and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsors with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsors, the Non-Federal Sponsors, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsors have provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsors' responsibility to pay its share of shared study costs, including

contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study will be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 3 years after the effective date of this Agreement.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Non-Federal Sponsors pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other parties in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for maintaining books, records, documents, or other evidence pertaining to Study costs and expenses in accordance with 33 C.F.R. 33.20 for a minimum of three years after the final accounting. To the extent permitted under applicable Federal laws and regulations, the parties shall each allow the others to inspect such books, records, documents, or other evidence.

B. The Non-Federal Sponsors are responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507). To the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsors and independent auditors any information necessary to enable an audit of the Non-Federal Sponsors' activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsors without reimbursement or credit by the Government.

C. Pursuant to 31 U.S.C. 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsors are required to conduct under the Single Audit Act Amendments of 1996. The Government's costs of audits for the Study shall not be included in shared study costs, but shall be included in calculating the maximum Federal study cost.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsors each act in an independent capacity, and none is to be considered the officer, agent, or employee of another. No party shall provide, without the consent of the other parties, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as follows:

If to DuPage County, Illinois:
Director, Stormwater Management, DuPage County
421 N. County Farm Road
Wheaton, Illinois 60187

If to Will County, Illinois:

County Executive, Will County
Will County Office Building
302 N. Chicago Street
Joliet, Illinois 60432

If to the Government:

District Commander, Chicago District
231 S. LaSalle, Suite 1500
Chicago, Illinois 60604

B. A party may change the recipient or address for such communications by giving written notice to the other parties in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

ARTICLE XI OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsors intend to fulfill fully their obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the DuPage County Board or Will County Board, where creating such an obligation would be inconsistent with the Illinois State Constitutional (including Ill.Const., Art. VII, Sec. 7; Art. VIII, Sec 1(1970)) and statutory limitations on committing future appropriations, (including 55 ILCS 5/6-1, et seq.).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

DUPAGE COUNTY, ILLINOIS

BY


Colonel, U.S. Army
District Engineer


DuPage County Board
Chairman

DATE: 7/14/15

DATE: 6/9/15

WILL COUNTY, ILLINOIS


Lawrence M. Walsh
County Executive

DATE: June 19, 2015



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
FINANCE CENTER
5722 INTEGRITY DRIVE
MILLINGTON TENNESSEE 38054-5005

Recieipient Address:
5722 Integrity Drive
Millington, TN 38054

CEFC-FD

November 4, 2014

To Whom It May Concern:

U.S. Army Corps of Engineers can receive funds via ACH/EFT using the following:

Bank Name: Cash Link-ACH Receiver
Account Name: USACE Finance Center
Bank ABA Number: 051036706
Account Number: 220025
Bank Address: Riverdale MD
Account Type: Checking

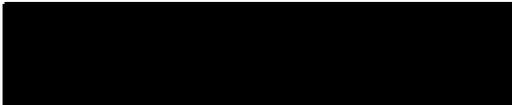
U.S. Army Corps of Engineers can receive funds via Wire Transfer using the following:

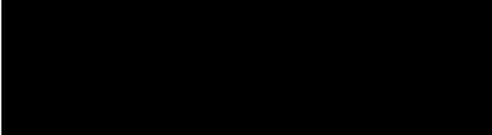
Bank Name: Treas NYC/Funds Transfer Division
Account Name: Treas NYC/CTR/BNF=/AC-00008736
Bank ABA Number: 021030004
Account Number: 00008736
Bank Address: Federal Reserve Bank New York City, NY

When funds are being transferred electronically, please let me know in advance so we can be on the lookout for the payment.

If you have any questions or concerns, please contact me at Kevin.J.Heath@usace.army.mil or 901-873-9135.

Sincerely,


Shirley Lee Autry
Principle Deputy Director
US Army Corp of Engineers
Finance Center


Kevin J Heath
Disbursing Officer
US Army Corps of Engineers
Finance Center

Resolution

SM-R-0426-15

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Chicago District (hereinafter the "District Engineer") and DuPage County, Illinois, represented by the Director of Stormwater Management, and Will County, Illinois, represented by the County Executive (hereinafter the "Non-Federal Sponsors").

WHEREAS, Section 206 of the Flood Control Act of 1958, Public Law 85-500, authorizes the Federal government to study watersheds of the Illinois River in the vicinity of Chicago, Illinois, for the purpose of flood risk management;

WHEREAS, Section 105(a) of the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

Enacted and approved this 9th day of June, 2015 at Wheaton, Illinois.

