

FINANCIAL REIMBURSEMENT INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HANOVER PARK AND
BLOOMINGDALE TOWNSHIP
FOR MOSQUITO ABATEMENT SERVICES

WHEREAS, Bloomingdale Township is a unit of local government established under the laws of the State of Illinois and is hereinafter referred to as the "TOWNSHIP;" and

WHEREAS, the Village of Hanover Park is an Illinois municipal corporation and is hereinafter referred to as the "VILLAGE;" and

WHEREAS, the TOWNSHIP for a period of years has provided mosquito abatement services for TOWNSHIP residents within the VILLAGE; and

WHEREAS, the TOWNSHIP and VILLAGE have determined that it is reasonable for the VILLAGE to continue to reimburse the TOWNSHIP for a portion of the mosquito abatement services provided by the TOWNSHIP, within the Village, by Clarke Environmental Mosquito Management, Inc.; and

WHEREAS, the TOWNSHIP and VILLAGE have the legal authority to enter into this Intergovernmental Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and 5 ILCS 220/1 *et. seq.*; and

WHEREAS, the TOWNSHIP has entered into a mosquito abatement contract hereinafter "CLARKE CONTRACT" with Clarke Environmental Mosquito Management, Inc., (hereinafter "CLARKE") to provide mosquito abatement services for the 2013 through 2015 mosquito seasons, a copy of the CLARKE CONTRACT being attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the purpose of this Agreement is to establish the VILLAGE's and TOWNSHIP's duties and rights with regard to intergovernmental cooperation for reimbursement for mosquito abatement services for the 2013 through 2015 mosquito seasons.

1. The foregoing recitals are incorporated into this Agreement as evidence of the intent of the TOWNSHIP and VILLAGE and as representing substantive covenants between them.

2. Subject to the termination provisions, and the provisions regarding potential increases or decreases in the level of mosquito abatement services as described below, the VILLAGE shall pay the TOWNSHIP for mosquito abatement services provided by CLARKE within the VILLAGE, in the 2013, 2014, and 2015 mosquito seasons, in those percentages and dollar amounts set forth in Appendix A of the CLARKE CONTRACT.

3. The VILLAGE shall have the right to terminate its participation in the TOWNSHIP'S mosquito abatement program and this Agreement at any time in the sole discretion of the Corporate Authorities of the VILLAGE. Any and all sums due from the VILLAGE up to the date of termination shall be paid by the VILLAGE to the TOWNSHIP at the appropriate percentage as set forth in Appendix A. After termination, no further payments will be required by the Village. Written notice of the VILLAGE'S termination shall be provided by facsimile or e-mail, and regular mail to the Bloomington Township Supervisor and CLARKE.

4. The VILLAGE's sole duty and obligation under this Agreement is to reimburse the TOWNSHIP. The VILLAGE shall have no contractual privity with CLARKE under this Agreement and shall have no right to control, supervise, or otherwise direct CLARKE'S mosquito abatement activities within the VILLAGE; except insofar as the VILLAGE may exercise its ordinary and routine public health, safety, and welfare controls during any mosquito abatement activity.

5. This Agreement shall expire on December 31, 2015, or on any date the VILLAGE provides written notice of its intent to terminate this Agreement. This Agreement shall not automatically renew after December 31, 2015, despite automatic renewal provisions contained in the CLARKE AGREEMENT.

6. If during the term of this Agreement the VILLAGE elects to increase the service level of mosquito abatement, beyond the scope identified in the CLARKE AGREEMENT, it shall be responsible to pay the TOWNSHIP the entire amount attributable to the increase caused by that level of service. If the VILLAGE elects to decrease the level of mosquito abatement service during the term of this Agreement, its proportionate share payable to the TOWNSHIP will be decreased accordingly. The VILLAGE shall notify the TOWNSHIP of its direction to increase or decrease the service level in writing. The TOWNSHIP shall thereupon notify CLARKE of the VILLAGE'S direction.

7. During the term of this Agreement the VILLAGE shall have the right to contact the TOWNSHIP and provide any and all information relevant to CLARKE'S performance of the CLARKE CONTRACT within the VILLAGE. The TOWNSHIP shall be responsible to communicate the VILLAGE'S position to CLARKE and to make certain that CLARKE corrects or remediates any difficulties or concerns that the VILLAGE has with regard to performance of the mosquito abatement services within the VILLAGE.

8. The TOWNSHIP and the VILLAGE agree that CLARKE is the TOWNSHIP'S independent contractor with regard to the mosquito abatement services described herein. It shall be the responsibility of the TOWNSHIP, and not the VILLAGE, to secure any and all indemnifications and hold harmless agreements the TOWNSHIP deems necessary and appropriate from CLARKE

prior to CLARKE's commencement of the performance of its mosquito abatement services within the VILLAGE.

9. The TOWNSHIP shall be responsible for directing CLARKE to maintain its independent contractor status while working within the VILLAGE and not to undertake any action which could be interpreted to establish that CLARKE is an apparent agent of the VILLAGE.

10. The TOWNSHIP shall require CLARKE to name the VILLAGE OF HANOVER PARK as an additional insured on CLARKE'S general commercial liability, auto liability and, if applicable, umbrella policies of CLARKE'S activities in the performance of its mosquito abatement activities in the VILLAGE in accordance with this Agreement.

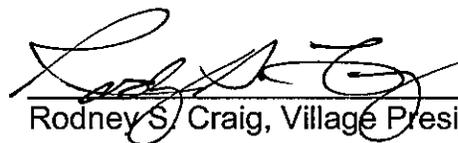
11. The TOWNSHIP shall invoice the VILLAGE for its 2013, 2014, and 2015 proportionate share of CLARKE's mosquito abatement services over four payments on April 1, May 1, June 1, and July 1 of each calendar year. The VILLAGE shall reimburse the TOWNSHIP for amounts due within thirty (30) days of receipt of the invoice. The VILLAGE shall be entitled to receive written confirmation of the completion of work or a treatment from the TOWNSHIP upon written request.

12. This Agreement may not be assigned or transferred without mutual written consent of the TOWNSHIP and the VILLAGE.

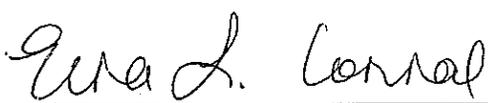
13. This Agreement contains the entire agreement between the VILLAGE and the TOWNSHIP and all prior discussions and negotiations associated herewith are merged herein. Any amendment or modification of this Agreement shall be by mutual written consent only.

IN WITNESS WHEREOF, the VILLAGE and TOWNSHIP have approved this Intergovernmental Agreement by resolution or ordinance and execute the same in conformance therewith.

VILLAGE OF HANOVER PARK


Rodney S. Craig, Village President

ATTEST:

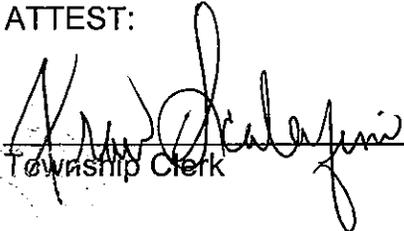

Eira Corral, Village Clerk

BLOOMINGDALE TOWNSHIP



Bloomingdale Township Supervisor

ATTEST:



Township Clerk



Exhibit 1
Clarke Environmental Mosquito Management, Inc.
Professional Services Outline For
The 2013-2015 Bloomingdale Township
2010-2012 Initial Term and Services
Environmental Mosquito Management (EMM) Program

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the Bloomingdale Township additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods.
- B. Arbovirus Surveillance:
 - 1. Gravid Trap: Operation of two (2) traps to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing RAMP or VecTest technology for West Nile Virus.
 - 2. Clarke New Jersey Light Trap Network: Operation of two (2) traps within Bloomingdale Township to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 12 inspections
 - 1. Three (3) complete inspections of up to 570 sites as outlined by most recent Clarke GIS Survey.
 - 2. Six (6) targeted inspections of up to 311 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 3. Three (3) targeted inspections of up to 234 known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 4. Inspections of sites called in by residents on the Mosquito Hotline.



Part III. Larval Control (Con't)

- C. Prescription Larval Control with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Natular®, Abate® and Altosid®.
- D. Helicopter Treatment:
 - 1. Helicopter Prehatch: Four (4) treatments with 5% Abate® of up to 344 acres.
- E. Stocking of 12,000 mosquitofish (*Gambusia affinis*) for biological control.
- F. Catch Basin Control:
 - 1. One (1) treatment of up to 7,700 catch basins, inlets and manholes with Altosid® XR or extended residual briquet.
 - 2. Catch Basins: One (1) treatments of up to 7,700 street side catch basins, inlets and manholes with VectoLex®, Altosid® or a 30-day sustained slow release insecticide.

Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
 - 1. Up to forty-six (46) truck / ATV Ultra Low Volume (ULV) treatments with a synthetic pyrethroid insecticide for any community special events.
- B. Adulticiding in Residential Areas:
 - 1. Eight (8) community-wide truck ULV treatments of up to 444 miles of streets with Biomist® or synthetic pyrethroid insecticide. Any additional authorized township wide ULV treatments will be priced at \$18,525.00 per treatment.
- C. Adulticiding Operational Procedures
 - 1. Notification of community contact.
 - 2. Weather limit monitoring and compliance.
 - 3. Notification of residents on Clarke Call Notification List.
 - 4. ULV particle size evaluation.
 - 5. Insecticide dosage and quality control analysis.

2013 Total Cost

\$523,628.00



**Clarke Environmental Mosquito Management, Inc.
Client Agreement and Authorization
The 2013-2015 Bloomingdale Township
Amended Agreement of 2010-2012 Initial Term
Environmental Mosquito Management (EMM) Program**

- I. TERM AND TERMINATION: This Agreement has an Automatic Renewal Clause.**
The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on December 31, 2015 (the "Initial Term"). Unless either party hereto provides the other party with written notice at least one hundred twenty (120) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically continue to renew for additional term, each term having a duration equal to the Initial Agreement. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within sixty days of receipt of said notice.
- II. PRICE INCREASES:** The price for the services rendered hereunder may be increased by Clarke Environmental Mosquito Management, Inc. ("Clarke") on the first day of any Calendar year commencing on January 1, 2011 (a "Price Increase Date") **by either the Consumer Price Index (national CPI-U December-to-December change) used to determine the property tax extension limitation (PTELL) or 2.5% ("Price Increase Percentage"), whichever is less***. Clarke Environmental Mosquito Management, Inc. may petition the Bloomingdale Township at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.
- III. PROGRAM PAYMENT PLAN:** For Parts I, II, III, and IV as specified in the 2010-2012 Professional Services Cost Outline, the total for the 2013 program is \$ 523,688.00. The payments will be due on April 1, May 1, June 1 and July 1 according to the payment schedule below and Appendix A. The dollar amounts below for all percentage breakdowns have been rounded to the nearest dollar. Any additional treatments beyond the core program will be invoiced when the treatment is completed. In the event that a Village does not sign an intergovernmental agreement for their proportionate cost, then Clarke must separately contract with that Village and cost for that Village (see appendix A) will be deducted from Bloomingdale Township contract.

BLOOMINGDALE TOWNSHIP	2013	2014* (MAX 2.5% increase)	2015* (MAX 2.5% increase)
April 1	\$130,922.00	\$134,195.00	\$137,550.00
May 1	\$130,922.00	\$134,195.00	\$137,550.00
June 1	\$130,922.00	\$134,195.00	\$137,550.00
July 1	\$130,922.00	\$134,195.00	\$137,550.00
TOTAL	\$523,688.00	\$536,780.00	\$550,200.00

For Bloomingdale Township:

Sign Name _____ Title: Supervisor Date: _____

For Clarke Environmental Mosquito Management, Inc.

Name:  Title: Regional Manager Date: December 10, 2012



**APPENDIX A
INTERGOVERNMENTAL AGREEMENTS**

PROGRAM COST	2013	50%
Addison	\$18,439	\$9,220
Bloomingtondale	\$86,763	\$43,382
Carol Stream	\$67,275	\$33,638
Glendale Heights	\$82,461	\$41,231
Hanover Park	\$25,321	\$12,661
Itasca	\$19,677	\$9,839
Roselle	\$90,679	\$45,340
Bloomingtondale Township	\$133,072	\$328,378
Total:	\$523,688	\$523,688

At the lesser of 2.5% (as displayed) and the CPI increase (national CPI-U Dec to Dec change)

PROGRAM COST	2014	50%
Addison	\$18,900	\$9,450
Bloomingtondale	\$88,932	\$44,466
Carol Stream	\$68,957	\$34,479
Glendale Heights	\$84,523	\$42,262
Hanover Park	\$25,954	\$12,977
Itasca	\$20,169	\$10,085
Roselle	\$92,946	\$46,473
Bloomingtondale Township	\$136,399	\$336,589
Total:	\$536,780	\$536,780

At the lesser of 2.5% (as displayed) and the CPI increase (national CPI-U Dec to Dec change)

PROGRAM COST	2015	50%
Addison	\$19,373	\$9,687
Bloomingtondale	\$91,155	\$45,578
Carol Stream	\$70,681	\$35,341
Glendale Heights	\$86,636	\$43,318
Hanover Park	\$26,603	\$13,302
Itasca	\$20,673	\$10,337
Roselle	\$95,270	\$47,635
Bloomingtondale Township	\$139,809	\$345,003
Total:	\$550,200	\$550,200

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13. This Agreement contains the entire agreement between the VILLAGE and the TOWNSHIP and all prior discussions and negotiations associated herewith are merged herein. Any amendment or modification of this Agreement shall be by mutual written consent only.

IN WITNESS WHEREOF, the VILLAGE and TOWNSHIP have approved this Intergovernmental Agreement by resolution or ordinance and execute the same in conformance therewith.

VILLAGE OF HANOVER PARK

ATTEST:

Eira L. Corral
Eira Corral, Village Clerk

Rodney S. Craig
Rodney S. Craig, Village President

BLOOMINGDALE TOWNSHIP

ATTEST:

Township Clerk

Bloomington Township Supervisor