

Memorandum of Understanding

March 9, 2018

City of Evanston

Dr. Gajan Sivandran
Clinical Assistant Professor
Loyola University

Dr. Mark Potosnak
Associate Professor
DePaul University

Environmental Justice Evanston / Ward Representatives

RE: Memorandum of Understanding to support the environmental health monitoring and evaluation project related to the impacts of the waste transfer station at 1711 Church St. on the surrounding neighborhood.

We are pleased to submit this Memorandum of Understanding (the "MOU"), which sets forth certain nonbinding understandings between The City of Evanston, an Illinois municipal corporation ("the City") and Dr. Gajan Sivandran ("Dr. Sivandran") and Dr. Mark Potosnak ("Dr. Potosnak") and the Environmental Justice Evanston ("EJE Committee") and Ward Representatives ("Ward Representatives"). The City, Dr. Sivandran, Dr. Potosnak, EJE Committee and Ward Representatives shall be collectively referred to as the "Parties".

The Parties seek to enter into this MOU (the "Agreement") with respect to creating a collaborative approach to the evaluation of the impact of the operation of the waste transfer station on the surrounding neighborhood. The nonbinding terms of each Parties' commitments are included below as well as a detailed description of the project.

The objectives of the study include the deployment of approximately 12 AQMESH Air Sensors, 50 Air Beam sensors, collection of 50 soil samples, and distribution of 20 SPME Fibers throughout the area surrounding the transfer station. These instruments will be used to determine levels of heavy metal concentrations in soil, levels of particulate matter generated during transfer operations, organic compounds released during decomposition, and vehicle pollutants (e.g. nitrogen dioxide, carbon monoxide) due to traffic. The field deployment is estimated to begin in March and April of 2018. Data collection will begin once sensors are installed and the first set of data will be published in May of 2018.

The Thriving Earth Exchange (TEX) helped connect the City of Evanston with volunteer scientist and Evanston resident, Dr. Gajan Sivandran. Dr. Sivandran has been successful in seeking

additional support from his colleague, and fellow Evanston resident, Dr. Mark Potosnak. Both have been vital to determining the monitoring technologies to implement for this project.

Results from the monitoring sensors will provide a rich set of data that may provide insight into the potential exposures being experienced by residents living and working in close proximity to the transfer station. This data will be analyzed and made public in accordance with the City of Evanston Data Governance Policies and Open Data platforms.

Responsibilities of Each Party

City of Evanston

- Project oversight and administration
- Equipment purchase and maintenance
- Ownership of intellectual property/data
- Final decisions on equipment bid and selection process
- Responsible for hiring and supervision of all city staff related to project
- Collection and dissemination of project updates and information
- Collection, storage and sharing of project data
- Schedule and facilitate community and task force meetings
- Provide project updates and receive direction from City Council
- Attend task force meetings and provide updates about project-related findings
- Prepare final report and recommendation about continuation of project beyond September 2018
- Provide funding for the purchase and deployment of agreed upon sensors, equipment and consultants
- Ensure that all contractors, City employees or agents of the City follow safety instructions while conducting project duties
- Share project data, project summary and evaluation to regulatory officials at the local, county and state level in report form. Agencies may include but are not limited to: Evanston Department of Public Health, the Cook County Department of Environment and Sustainability and the IL EPA Division of Land Pollution Control.

Dr. Gajan Sivandran and Dr. Mark Potosnak

- Assist in developing an actionable monitoring-oriented plan
- Advise on development and implementation of monitoring plan
- Attend task force meetings and provide updates and recommendations about project-related findings
- Recommend equipment vendors and assist in development of equipment bids
- Selection and supervision of college research assistants involved with project
- Develop informational/educational presentations to inform local residents of project-related plans and findings
- Attend and present at community meetings about project-related plans and findings
- Collection, review and interpretation of 2018 air quality data
- Provide recommendations for continuation of project beyond September 2018

- Task force concludes September 2018
- May collect additional data applicable to the project outside the procedures of this MOU, following all relevant university procedures and City, State and Federal regulations
- Ensure that any students or volunteers utilized through the project follow safety protocols and procedures where relevant.

Environmental Justice Evanston / Ward Representatives

- Advocacy and information sharing
- Attend task force meetings and provide feedback about project-related plans and findings
- Assist in development and dissemination of project updates and information
- Assist elected officials in disseminating information at ward meetings and other ward gatherings/events
- Provide input into the formulation of next steps to be taken based upon the outcomes of the project

Agreement Duration

This Agreement shall remain in effect until December 31, 2018 unless one of the above parties wishes to terminate the Agreement beforehand. The Agreement can be terminated within 30 days of written notice to all parties indicating the reason for termination.

Third Party Beneficiaries

No Effect on Other Rights of the Parties. This Agreement is not intended to and in no way confers any rights upon third parties. This Agreement is not intended to and in no way confers any rights of access or use by the Parties, or any other third party, to either Party's property except as specifically described herein.

Attorneys' Fees, Jurisdiction for Disputes, and Governing Law

Should a party incur costs, charges and expenses, including court costs and attorneys' fees, to enforce rights or obligations under this Agreement, then such costs, charges, and expenses shall be recoverable from the other party. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, excluding its choice of law rules. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, Cook County, Illinois.

Notices

Any notice, demand, request or other communication which any party may desire or may be required to give to any other party hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communication, by facsimile together with confirmation of transmission; (c) overnight courier; or (d) registered or certified United States mail, postage prepaid, return receipt requested.

If to the City: City of Evanston
 Attn: City Manager

2100 Ridge Avenue
Evanston, Illinois 60201

With a copy to: City of Evanston Law Department
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

If to Dr. Sivandran: [ENTER INFORMATION]

If to Dr. Potosnak: [ENTER INFORMATION]

If to EJE: [ENTER INFORMATION]

Comment [TM1]: Please add contact information.

Entire Agreement

This MOU constitutes the entire agreement between the Parties pertaining to the subject matter in this MOU, and it supersedes all prior and contemporaneous agreements and understandings, whether oral or written, of the Parties.

Counterparts

This Agreement may be executed in any one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one Agreement.

Severability

If any provision of this MOU or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this MOU that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this MOU is severable.

No Agency Created

This MOU shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Local Governmental and Governmental Employees Tort Immunity Act. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law.

Amendments

Any amendment to this MOU must be in writing and approved by the parties.

Effective Date

This MOU will be deemed effective as of the date of the last signature below.

Miscellaneous

This MOU has been carefully and fully read by the Parties, who understand its contents and are satisfied with the MOU herein mentioned and the same shall be binding upon and inure to the benefit of the Parties' agents, officers, directors, shareholders, and employees respectively. The Parties agree that this MOU is acceptable to each of them, and that this writing will not be construed against any party, and that any claim under the doctrine of contra proferentum is expressly waived.

IN WITNESS WHEREOF, the Parties agree to the above terms and have executed this Memorandum of Understanding as the last date written below:

CITY OF EVANSTON
An Illinois municipal corporation

DR. GAJAN SIVANDRAN
An Individual

Wally Bobkiewicz
City Manager

Dr. Gajan Sivandran

Dated: _____

Dated: _____

DR. MARK POTOSNAK
An Individual

ENVIRONMENTAL JUSTICE EVANSTON
A Project of Citizens' Greener Evanston

Dr. Mark Potosnak

[INSERT NAME]

Dated: _____

Dated: _____