



Lake County Housing Authority  
33928 North U.S. Highway 45  
Grayslake, IL 60030



INTERGOVERNMENTAL AGREEMENT  
BETWEEN LAKE COUNTY, ILLINOIS, AND LAKE COUNTY HOUSING AUTHORITY  
FOR THE COMPLETION OF ENVIRONMENTAL REVIEWS

THIS- INTERGOVERNMENTAL AGREEMENT (IGAIGA) is made on \_\_\_\_\_, 2022 and between the Lake County Housing Authority, an incorporated public housing authority (hereinafter referred to as the PHA) and Lake County, Illinois, a body politic and incorporated, acting as the Responsible Entity (hereinafter referred to as RE).

WHEREAS, the PHA maintains public housing under Section 9 of the United States Housing Act of 1937, and may elect to pursue housing projects and/or activities with federal financial assistance subject to environmental reviews pursuant to the National Environmental Policy Act of 1969 (NEPA) and implementing regulations of the Council on Environmental Quality, including but not limited to the regulations at 40 CFR Parts 1500-1508, and implementing regulations of the U.S. Department of Housing and Urban Development (HUD), including but not limited to HUD's regulations at 24 CFR Part 58; and

WHEREAS, as the recipient of federal financial assistance, the PHA may secure assistance for completing environmental reviews by the unit of general local government where the project is located as the RE authorized to assume environmental review obligations pursuant to 24 CFR 58.2(a)(7)(ii)(B); and

WHEREAS, the RE certifies it is authorized to:

- (1) assume responsibility for environmental review, decision making and action under NEPA and each provision of law designated in 24 CFR 58.5 applicable to any and all of the HUD financial assistance awarded to the PHA;
- (2) accept jurisdiction of the Federal courts for enforcement of these environmental responsibilities; and
- (3) execute the certification portion of HUD's Request for Release of Funds (RROF) and certifications as set forth in 24 CFR 58.4, 58.13, and 58.71; and

WHEREAS, the PHA requested the RE to complete the environmental review record with respect to the PHA's projects or activities pursuant to the conditions and provisions set forth in this IGA and the RE accepts responsibility to act as the responsible Federal agency under NEPA and the laws and authorities in 24 CFR 58.5 with respect to said projects and activities. This includes but is not limited to performing environmental reviews for the PHA in both the project-based Housing Choice Voucher funded programs and the Low Rent Public Housing program annually and on an as needed basis.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth below, the PHA and RE hereby agree as follows:

**Article 1. Incorporation of Recitals:**

The recitals set forth above are incorporated by reference as if fully set forth herein and made a part hereof.

**Article 2. Duties and Responsibilities of RE:**

1. RE will perform and/or manage all environmental reviews and prepare all necessary documentation in support of the environmental review record for all activities subject to this IGA pursuant to the PHA's projects and any accompanying documents necessary to be submitted to HUD, in full compliance with:
  - a) HUD's "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities" (24 CFR Part 58);
  - b) Section 102 of NEPA;
  - c) Related provisions of the Council on Environmental Quality regulations contained in 40 CFR Parts 1500 through 1508.
  - d) All other applicable Federal and State regulations.
2. Where appropriate and necessary in the environmental review process, RE will issue findings of no significant impact (FONSIs) or findings of significant impact, determine whether to hold public hearings, prepare environmental impact statements and records of decision, issue notices of FONSIs and notices of intent to request release of funds, and prepare requests for release of funds.
3. RE shall retain consultants and experts for special reviews or investigations and obtain other outside services deemed necessary by RE to its functions hereunder. Prior to retaining any such experts, consultants, or outside services, RE shall discuss the need for and scope of such work or services with the PHA. If the PHA disagrees with the scope and/or need for such work or services, the County will not sign any applicable Request for Release of Funds unless and until the dispute is resolved to the PHA's satisfaction. The PHA shall pay the cost of any such experts, consultants, or outside services as eligible Capital Fund activities.
4. RE must keep PHA involved in the RFP process and any proposals, submittals, questions, and selection process of the qualified firm for Environmental Review. RE must notify PHA of all costs associated with the environmental review, including but not limited to any consultants, experts, outside services, special reviews, and investigations.

**Article 3: Duties and Responsibilities of PHA:**

1. PHA procures at PHA's expense and provides RE with all available project and environmental information needed by RE in connection with activities pursuant to this IGA, including, without limitation, existing relevant information and any reports of investigation or study required to conduct an environmental review consistent with law and regulations.
2. PHA provides RE with documentation that adequately describes the full scope, purpose, and interrelationships of the subject HUD assisted project, which may include privately financed or non-federally assisted PHA financing, and any other documents and/or information requested by RE that RE reasonably believes is necessary to perform services required under this IGA and that are within the PHA's possession or control.

3. PHA serves as liaison with local community groups and residents regarding all aspects of RE services under this IGA, including, but not limited to, scheduling meetings and participating in public meetings. PHA provides the RE with prior written notice of all meetings related to IGA services in order to allow the RE the opportunity to participate in such meetings.
4. PHA reimburses RE for expenses incurred for performing services under this IGA, including, but not limited to:
  - a. costs of publishing notices.
  - b. necessary travel expenses.
  - c. postage and express package delivery charges; and
  - d. RE's staff time devoted to performance of IGA services; and actual costs incurred associated with any surveys or investigations.
  - e. fees and expenses of experts, consultants and outside service providers retained by the RE to perform IGA services.
5. If any environmental mitigation is required as a condition of HUD funding, PHA will monitor environmental mitigation or procure such services to ensure compliance with environmental conditions specified in the authorization to use HUD funds or HUD approvals.
6. PHA provides the Five Year and Annual Plans to the RE in order to facilitate integration between RE planning and PHA activities and projects that require environmental reviews, including development, modernization or other capital activities.
7. PHA communicates to stakeholders the requirements for environmental reviews before any partner or stakeholder in the development makes a choice-limiting action upon submission of an application for HUD financial assistance. All Developers working with PHA will bear all costs associated with environmental reviews required by HUD.

**Article 4. Agreement Terms:**

1. This IGA is effective for a period of 1 year beginning \_\_\_\_\_, 2022 (the "Effective Date") to \_\_\_\_\_, 2023. Subject to the mutual written agreement of the parties as to each extension, the IGA may be extended through December 31, 2027, with an option of four (4) 1-year negotiable extensions.
2. PHA may terminate this IGA at any time and for any reason by giving 30 days written notice to RE.
3. RE may terminate this IGA at any time and for any reason by giving 30 days written notice to PHA.
4. After termination by either party, PHA shall promptly reimburse RE for any and all costs expended by RE under this IGA, including fees by outside service providers, consultants and experts. Said costs shall be immediately due and RE shall remit payment in full to RE within 45 days after -final invoice is received from Lake County, IL..

**Article 5. Conditions:**

1. No official, employee or agent of either party shall be charged personally by the other or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this IGA, because of such party's execution or attempted execution of this IGA, or because of any breach thereof.
2. This IGA constitutes the entire agreement between the parties with respect to the subject matter hereof, and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this IGA that are not expressly addressed herein.
3. No changes or modifications of this IGA are binding unless made in writing and executed by the duly authorized officers of both the PHA and RE.
4. PHA and RE shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
5. Whenever under this IGA either party, by a proper authority, waives either party's performance in any respect or waives a requirement or condition of either party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the IGA regardless of the number of times either party may have waived the performance, requirement or condition.

**Article 6. Indemnity**

PHA agrees to waive any right of contribution against RE and to indemnify and hold harmless RE from and against any and all claims, damages, losses and demands from HUD, including HUD required repayments of funds granted by HUD to PHA, that result from PHA's acts or omissions, including but not limited to incomplete, erroneous, false, fraudulent, or otherwise defective information provided by PHA for the performance of the RE's duties and obligations under this Agreement.

IN NO EVENT WILL THE RE BE LIABLE TO THE PHA FOR ANY INCIDENTAL , INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF RE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF RE TO PHA FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE FEES PAID TO RE BY PHA DURING THE TWENTY-FOUR MONTH (24) PERIOD PRECEDING THE

EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS PARAGRAPH ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**Article 7 . Program Activities Covered by This IGA:**

This agreement applies only to “Program Activities” initiated after the effective date of this IGA (\_\_\_\_\_, 2022).

**Article 8 . Authority and Notice:**

1. Each person signing this IGA represents and warrants that such person has the requisite power and authority to enter into, execute, and deliver this IGA.
2. All verbal and written communication, including required reports and submissions, shall be transmitted between RE and PHA as noted below.

Any notices sent to Lake County shall be electronically transmitted to:  
Brenda L. O’Connell, Community Development Administrator  
[boconnell@lakecountyil.gov](mailto:boconnell@lakecountyil.gov)

Any notices sent to the Lake County Housing Authority shall be electronically transmitted to:  
Lorraine Hocker, Executive Director/CEO  
[lhocker@lakecountyha.org](mailto:lhocker@lakecountyha.org)

IN WITNESS WHEREOF, Lake County, Illinois and the Lake County Housing Authority have executed this Intergovernmental Agreement as of the date first written above and under the laws of the State of Illinois.

Lake County, Illinois

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Lake County Board Chair

Lake County Housing Authority

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Executive Director/CEO