

**Intergovernmental Agreement
by and between**

**County of Lake
and
Greater Round Lake Fire Protection District**

Acquisition, Storage, Use and Disposal of Fire Suppression Foam

This Intergovernmental Agreement (this "*Agreement*") is dated as of the ____ day of _____, 2022 ("*Effective Date*"), and is by and between Greater Round Lake Fire Protection District, a unit of local government organized and existing under the laws of the State of Illinois (the "*District*"), and the County of Lake, an Illinois body politic and corporate, organized and existing under the Illinois Counties Code, 55 ILCS 5/1-1001, et seq. (the "*County*") (the District and the County are, collectively, the "*Parties*").

WHEREAS, in May 2021, Lake County received on-half of approximately \$136 million Coronavirus State and Local Fiscal Recovery Funds from the United States Treasury through the American Rescue Plan Act ("*ARPA*"). The funds can be used for needs associated with public health, to counteract negative economic impacts, provide services to disproportionately impacted communities, for infrastructure, to provide premium pay, to replace lost revenue, and for administrative purposes; and

WHEREAS, procurement made in conjunction with this Agreement is made using federal assistance provided to the county by the U.S. Department of Treasury under the American Rescue Plan Act ("*ARPA Funds*"), Sections 602(b) and 603 (b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). In using such funds, the County must comply with the terms of ARPA, regulations issued by the U. S. Department of the Treasury governing the expenditure of monies distributed from the ARPA Funds (including without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021)) and Final Rule (87 Fed. Reg. 4,338 (Jan 27, 2022)), the Award Terms and Conditions applicable to the ARPA Funds, and such other guidance as the U.S. Treasury has issued or may issue governing the expenditure of monies distributed from the ARPA Funds (collectively the "*Regulatory Requirements*"). Additionally, pursuant to the Regulatory Requirements, the County must comply with the Uniform Administrative Requirements; Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 other than such provisions as the U.S. Treasury has determined or may determine are inapplicable to the ARPA Funds and pursuant to 2 C.F.R. §200.327 the County must include within any contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Modification; and

WHEREAS, pursuant to the Fire Protection District Act, 70 ILCS 705/0.01 et seq., the District has the authority to provide fire protection services for persons and property within its jurisdiction; and

WHEREAS, pursuant to the Counties Code, 55 ILCS 5/1-1001 et seq., the County has the authority to purchase personal property for the use of the County; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the powers, privileges, functions, or authority of public agencies within Illinois, including units of local government, may be exercised, combined, transferred, and enjoyed jointly, except where specifically prohibited by law; and

WHEREAS, the County and the District wish to cooperate as herein provided in the provisions of adequate fire protection services to the people of Lake County;

WHEREAS, the District in association with other Fire Protection Districts have entered into Mutual Aid Box Alarm System (“MABAS”) for purposes for cooperating in rapidly responding to fire emergencies;

WHEREAS, the District wishes to replace 1000 gallons the fire protection foam in current use with 1000 gallons CHEMGUARD, NFF Non-Fluorinated Foam (“Chemguard Foam”); and

WHEREAS, the County wishes to assist the District in replacing the foam in current use with the Chemguard Foam; and

WHEREAS, the County wishes to assist the District in disposing of 1000 gallons in accordance with IEPA regulations;

NOW THEREFORE, in consideration of their mutual promises set forth below, the County and the District agree as follows:

Section 1. County’s duties.

A. Purchase of Fire Fighting Foam.

The County shall purchase at its own expense Custom CHEMGUARD, NFF Non-Fluorinated Foam (“Chemguard Foam”) for assisting in fire protection services. Four (4) 265 gallon totes of the Chemguard Foam shall be purchased and shall occur on or before (date), provided that the purchase of said Foam shall comply with the County’s purchasing ordinance and applicable provisions of state law.

B. Transfer of Fire Fighting Foam.

Upon receipt of the said Chemguard Foam, the County shall make available to the District the Chemguard Foam under terms and conditions acceptable to the County, including the manner in which the Chemguard Foam will be delivered to the District’s custody and control.

Section 2. District duties.

A. Acceptance of the Chemguard Foam.

Upon the delivery of the Chemguard Foam by the County to the District, the District shall be solely responsible for the adequate and safe storage of the Foam at its own expense.

B. Use of the Chemguard Foam.

The District shall use the Chemguard Foam in its sole discretion for purposes of providing fire protection services within Lake County, which may include providing the Chemguard Foam to other Fire Protection Districts through the Mutual Aid Box Alarm System (“MABAS”).

C. Disposal of Foam.

The District has contracted to dispose of the foam in current and the County will reimburse the District for that cost in the amount of \$(amount of the disposal contract). Additionally, in the event that at any time the Chemguard Foam no longer is useful or adequate for providing fire protection, it shall be the District’s sole responsibility to properly dispose of the Chemguard Foam at its own expense.

Section 3. Indemnification.

The District shall indemnify, defend and hold harmless the County, the officers, directors, partners, managers, members, agents, and employees of the County ("Indemnified Parties") from and against any and all loss, cost, expense (including, without limitation, reasonable attorneys’ fees and court costs), injury, damage, claim or cause of action for property damage, bodily injury or death ("Damages") to the extent that such claims are based upon, arise from or are attributable to the storage, use, and disposal of the Chemguard Foam.

Section 4. Termination of Agreement.

The County may terminate this Agreement at any time in its sole discretion for convenience on 30 days written notice as provided herein. The remedies hereunder shall survive termination of the Agreement.

Section 5. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt;

(b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the District shall be addressed to, and delivered at, the following address:

Lake County
Attention: Matthew Meyers, Asst. County Administrator
18 N. County St., 9th Floor
Waukegan, IL 60085
Email: mmeyers@lakecountyil.gov

With a copy to:

Lake County State's Attorney
18 N. County Street
Waukegan, IL 60085
Attention: Civil Division
Email: ggunnarsson@lakecountyil.gov

Notices and communications to the County shall be addressed to, and delivered at, the following addresses:

District
Attention:
Email:

With a copy to:

The requirements of this Section shall not be deemed to invalidate any notice actually received.

B. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

C. Amendments and Modifications. No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with applicable law.

D. Authority to Execute. Each person executing this Agreement warrants and represents to the Parties (i) that he or she has the full and complete right, power and authority to execute this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement on behalf of the Party on whose behalf he or she is executing; and (ii) that all legal actions necessary to authorize him or her to execute and deliver this Agreement have been taken.

E. Severability. Should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

F. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation, or entity shall be made, or be valid, against the Parties.

G. Relationship of the District and the County. Nothing in this Agreement is intended or shall be construed, in any manner or form, as creating or establishing a legal partnership or agency relationship between the Parties, or as establishing (i) the District (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the County or (ii) the County (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the District, for any purpose or in any manner, whatsoever. Each Party is and shall remain independent of the other Party with respect to all services performed under this Agreement.

H. Entire Agreement. The entire agreement of the Parties is contained herein, and this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.

I. Agreement Shall Be Binding. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns. Neither Party shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in this Agreement without first obtaining the expressed written consent and permission of the other Party to this Agreement.

J. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction in Lake County by each of the Parties by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.

K. Multiple Counterparts. This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this Agreement.

ATTEST:

**Greater Round Lake Fire Protection
District**

By: _____

By: _____

ATTEST:

County of Lake

By: _____

By: _____

Chair of the Lake County Board