

AGREEMENT BETWEEN LAKE COUNTY, ILLINOIS AND WAUKEGAN PARK DISTRICT
FOR THE COMPLETION OF AN ENVIRONMENTAL REVIEW

THIS AGREEMENT (Agreement) is made on March 14, 2023 and between the Waukegan Park District (WPD), a municipal corporation (hereinafter referred to as the WPD) and Lake County, Illinois, a body politic and incorporated, acting as the Responsible Entity (hereinafter referred to as RE).

WHEREAS, the WPD was awarded federal financial assistance to complete a renovation of the Carnegie Building located at 1 N. Sheridan Rd., Waukegan, IL 60085 (the Project). The funds are 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 WPD 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 WPD;
- (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 WPD requested the RE to complete the environmental review record for the Project pursuant to the conditions and provisions set forth in this Agreement 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 the Project..

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth below, the WPD 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 environmental reviews and prepare all necessary documentation in support of the environmental review record 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 a finding of no significant impact (FONSI) or findings of significant impact, determine whether to hold public hearings, prepare an environmental impact statement and records of decision, issue notices of the FONSI and notices of intent to Request Release of Funds (RROF), and prepare a RROF.
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 WPD. If the WPD disagrees with the scope and/or need for such work or services, the County will not sign any applicable RROF unless and until the dispute is resolved to the HUD's satisfaction. The WPD shall pay the cost of any such experts, consultants or outside services as eligible Capital Fund activities.
4. RE must keep WPD involved in the RFP process and any proposals, submittals, questions, and selection process of the qualified firm for Environmental Review. RE must notify WPD 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 WPD:

1. WPD procures at WPD'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. WPD 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 financing, and any other documents and/or information requested by RE that RE reasonably believes is necessary to perform services required under this Agreement and that are within the WPD's possession or control.
5. If any environmental mitigation is required as a condition of HUD funding, WPD 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.

Article 4. Agreement Terms:

1. This Agreement is effective for a period of 1 year beginning March 14, 2023 (the "Effective Date") to March 14, 2024.
2. WPD may terminate this Agreement at any time and for any reason by giving 30 days written notice to RE.
3. RE may terminate this Agreement at any time and for any reason by giving 30 days written notice to WPD.

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 Agreement, because of such party's execution or attempted execution of this Agreement, or because of any breach thereof.
2. This Agreement 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 Agreement that are not expressly addressed herein.
3. No changes or modifications of this Agreement are binding unless made in writing and executed by the duly authorized officers of both the WPD and RE.
4. WPD 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 Agreement.
5. Whenever under this Agreement 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 Agreement regardless of the number of times either party may have waived the performance, requirement or condition.

Article 6. Indemnity

WPD 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 WPD, that result from WPD's acts or omissions, including but not limited to incomplete, erroneous, false, fraudulent, or otherwise defective information provided by WPD for the performance of the RE's duties and obligations under this Agreement.

IN NO EVENT WILL THE RE BE LIABLE TO THE WPD 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 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 the Project and associated activities initiated after the effective date of this IGA (March 14, 2023).

Article 8 . Authority and Notice:

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

Any notices sent to Lake County shall be electronically transmitted to:
Brenda L. O'Connell, Community Development Administrator
boconnell@lakecountyil.gov

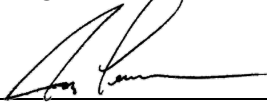
Any notices sent to the Waukegan Park District shall be electronically transmitted to:
Mr. Jay Lerner, Executive Director
jlerner@waukeganparks.org

IN WITNESS WHEREOF, Lake County, Illinois and the Waukegan Park District have executed this Agreement as of the date first written above and under the laws of the State of Illinois.

Lake County, Illinois

Lake County Board Chair

Waukegan Park District



Executive Director

2/14/2023