



Lake County Illinois

Legislation Text

File #: 22-1665, **Version:** 1

Resolution authorizing execution of an Intergovernmental Agreement with the Greater Round Lake Fire Protection District, for the acquisition and storage of Non-Fluorinated Fire Fighting Foam, and disposal of the District's current foam in accordance with IEPA regulations.

- Lake County previously received an ARPA funding request from Lake County's Fire Chief's Association for replacement firefighting foam based on changes in State regulation.
- An emergency appropriation of ARPA funds for the foam replacement was passed by the Lake County Board in December 2021.
- Staff has been working with the Fire Protection Districts, the State's Attorney's Office, and our ARPA consultant on determining the appropriate method of acquiring and disposing of the foams.
- The agreement establishes the methods in which the new foam will be purchased, and the old foam will be disposed.

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 of fire protection foam in current use with 1060 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 of fire protection foam 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 on or before June 1, 2023, 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 inventory and the County will reimburse the District for that cost in the amount of \$6,250.25. Additionally, if 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:

Greater Round Lake Fire Protection District
Attn: Greg Formica, Fire Chief
409 W. Nippersink Road

Round Lake, IL 60073

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

Lake County Administrator's Office
Attn: 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

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.

DATED at Waukegan, Illinois on November 15, 2022.