



DATE: April 6, 2020

MEMO TO: John Wasik, Chair
Planning Committee

FROM: James L. Anderson
Director of Natural Resources

RECOMMENDATION: Recommend approval of a Resolution approving an Intergovernmental Agreement with Lake County Health Department for shared use of an electrofishing boat and related equipment.

STRATEGIC DIRECTIONS SUPPORTED: Conservation

FINANCIAL DATA: No financial impact.

BACKGROUND: The District and the Lake County Health Department jointly applied for, and were awarded, an Illinois Section 319 grant for a project entitled “Removal of Carp to Reduce Nutrient Enrichment in Impaired Lakes in Lake County.” As a partial condition of this grant, an electrofishing boat and related equipment are to be purchased to facilitate implementation of the project by the two agencies. The Intergovernmental Agreement that would be approved by the attached resolution outlines the shared use rights and responsibilities of the two agencies for the electrofishing boat and related equipment.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
RESCHEDULED REGULAR APRIL MEETING
APRIL 7, 2020**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith "A Resolution Approving an Intergovernmental Agreement with the Lake County Health Department for Shared Use of an Electrofishing Boat and Related Equipment," and requests its approval.

PLANNING COMMITTEE:

Date: _____ Roll Call Vote: Ayes: ____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE LAKE COUNTY HEALTH DEPARTMENT FOR SHARED USE OF
AN ELECTROFISHING BOAT**

WHEREAS, under Article 7, Section 10 of the Constitution of the State of Illinois, units of local government, such as the Lake County Health Department (the “Health Department”) and the Lake County Forest Preserve District (the “District”) are authorized to contract or otherwise associate among themselves, to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, under the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, public agencies, such as the Health Department and the District, may enter into intergovernmental agreements to exercise, combine, transfer, and enjoy jointly their power or powers, privileges, functions, or authority, in any manner not prohibited by law; and

WHEREAS, the Health Department and the District jointly applied for and received an Illinois Environmental Protection Agency Section 319 grant for a project titled “Removal of Carp to Reduce Nutrient Enrichment in Impaired Lakes in Lake County; and

WHEREAS, as a partial condition of the award of this grant, the Health Department and the District must purchase an electrofishing boat and related equipment to facilitate implementation of the project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of the Agreement. The Agreement is hereby approved in substantially the form attached hereto.

Section 3: Execution of Agreement. The President and Secretary of the District are authorized to execute and attest to the Agreement.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2020

AYES:

NAYS:

APPROVED this ____ day of _____, 2020

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE LAKE COUNTY FOREST PRESERVE DISTRICT
AND
THE LAKE COUNTY HEALTH DEPARTMENT**

THIS AGREEMENT entered into this DAY day of MONTH, 2020, by and between the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate, organized and existing under the Downstate Forest Preserve Act, 70 ILCS 805/0.001 *et seq.*, (the “District”) and the **LAKE COUNTY HEALTH DEPARTMENT** a unit of county government (the “Health Department”).

WITNESSETH

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 20 ILCS/1 *et seq.*, authorize the Health Department and the District to enter into intergovernmental agreements; and

WHEREAS, the Health Department and the District partnered to apply for and successfully received an ILEPA Section 319 grant for a project titled “Removal of Carp to Reduce Nutrient Enrichment in Impaired Lakes in Lake County” (the “Project”); and

WHEREAS, in furtherance of the Project, an electrofishing boat and related equipment was purchased by the Health Department for use by the two parties; and

WHEREAS, each party owns certain equipment and materials that may also be used and shared with each other for achieving the Project purposes but are not incorporated into the terms of this Agreement; and

WHEREAS, the parties agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth in this agreement, the parties agree as follows:

1. The Whereas clauses above are incorporated into this Agreement.
2. RESPONSIBILITIES OF THE HEALTH DEPARTMENT:
 - A. The Health Department agrees to / is responsible for:
 - 1) Storage and scheduled preventative maintenance of electrofishing boat and related equipment (the “Equipment”).
 - 2) Maintain Equipment in good working order.
 - 3) Provide the District any information reasonably necessary for the proper operation of the Equipment.
 - 4) Maintain insurance, registration, title, license, and similar approvals as needed for the Equipment.

- 5) Provide the District with access to and use of the Equipment upon reasonable request at mutually convenient times.
- 6) Provide the District with an access key to the storage location of the Equipment and a key or other apparatus for operation of the Equipment.

B. All communication should be directed to the Health Department's Project Manager:

Project Manager: Alana Bartolai, Ecological Services Program Coordinator
Ph: 847.377.8009
Email: abartolai2@lakecountyil.gov

In the event that the Project Manager is unreachable, the following alternate contact shall be used:

Alternate Contact: Gerard Urbanozo, Water Quality Specialist
Ph: 847.377.8007, Cell: 847.602.1632
Email: GUrbanozo@lakecountyil.gov

3. RESPONSIBILITIES OF THE DISTRICT

A. The District agrees to / is responsible for:

- 1) Provide reasonable notice to the Health Department of the need to use the Equipment.
- 2) Use the Equipment to achieve the purposes of the Project.
- 3) Return the Equipment in a timely manner.
- 4) Take proper precaution in the operation of the Equipment. All Equipment shall only be used for its intended purposes.
- 5) Only allow properly trained operators to use the Equipment.
- 6) Be responsible for any Equipment repairs necessitated by misuse, mishandling, or negligent operation of the Equipment by District employees.
- 7) Be responsible for inspecting Equipment prior to each use. The District will notify the Health Department of any Equipment that needs maintenance or repair as a result of the inspection and prior to its use.
- 8) Keep secure the access key and only use the access key for purposes of using the Equipment. Abuse of access is grounds for immediate termination of this Agreement. The District further agrees to return all access keys to the Health Department within fourteen days of termination of the Agreement.

B. All communication should be directed to the District's Project Manager:

Project Manager: Nick Huber, Restoration Ecologist II
Ph: 847.968.3286, Cell: 847.276.6944
Email: nhuber@lcfpd.org

- 4. TERM OF AGREEMENT. This Agreement shall be effective from the date of the last signature (“the Effective Date”) and will continue through the term of the Project or the life of the Equipment, whichever is shorter. The term may be extended by mutual agreement of the Health Department’s Executive Director and the District’s Executive Director. Except as provided in Section 3.A.8. when immediate termination is warranted, either party may terminate this Agreement by written notice to the other party for any failure of the other party to comply with the terms of the Agreement, if the terminating party has provided notice of such failure to the other party and such failure is not cured within 30 days.
- 5. PROPERTY RIGHTS. The parties acknowledge that the Equipment is the property of the Health Department and that the Health Department shall have and retain all rights of ownership of the Equipment
- 6. MUTUAL INDEMNIFICATION. The Health Department shall indemnify, defend, and hold harmless the District and its elected and appointed officials, agents, employees and representatives from and against any and all claims, liabilities, suits, settlements, causes of action, losses, expenses, damages, judgements, costs and demands for personal injury, death, or property damage (collectively, “Losses”) arising from the negligent acts or omissions of the Health Department during the Term of this Agreement, to the extent allowed under the Lake County Health Department’s insurance. The District agrees to indemnify, defend and hold harmless the Health Department and its officials, agents, employees and representatives from and against any and all Losses arising from the negligent acts or omissions of the District during the Term of this Agreement to the extent allowed under the District’s insurance. Each party shall maintain insurance reasonably necessary to satisfy its insurance obligations and, at the request of the other party, provide evidence of such insurance.
- 7. ENTIRE AGREEMENT: The foregoing constitutes the entire Agreement between the parties, there are no other understandings, representations, or agreements, written or oral, not incorporated into this document and no verbal statement shall supersede any of its provisions. This Agreement may be amended by mutual agreement of the parties, signed and executed with the same formality with which the instrument was executed.
- 8. EXECUTION: This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective proper and duly authorized officers as of the date and year last written below.

Authorized Signatures

LAKE COUNTY HEALTH DEPARTMENT

Date: _____

Mark Pfister, Executive Director

ATTEST/WITNESS:

Date: _____

LAKE COUNTY FOREST PRESERVE DISTRICT

Date: _____

Alex Ty Kovach, Executive Director

ATTEST/WITNESS:

Date: _____

Julie Gragnani, Secretary