

**INTERGOVERNMENTAL AGREEMENT  
REGARDING DEVELOPMENT OF THE PLAN AND AGREEMENT TO CONSOLIDATE  
PARTICIPATING LAKE COUNTY PUBLIC SAFETY ANSWERING POINTS**

This Agreement is between the **County of Lake** (“County”), an Illinois body politic and corporate; the **Sheriff of Lake County** (“Sheriff”); **CenCom E911**, an Intergovernmental Cooperative organized under 50 ILCS 750/1, *et seq.*; the **Village of Fox Lake**, an Illinois municipal corporation; the **Village of Gurnee**, an Illinois municipal corporation; the **Village of Lake Zurich**, an Illinois municipal corporation; the **Village of Mundelein**, an Illinois municipal corporation; the **Village of Vernon Hills**, an Illinois municipal corporation; and the **City of Waukegan**, an Illinois municipal corporation, all referred to individually as a “Party” or collectively as the “Parties.”

**Recitals**

- a. The Parties have authority to enter into this Intergovernmental Agreement (IGA) under the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and other applicable law.
- b. In the previous nine years, the County through the Lake County Emergency Telephone Systems Board (“**ETSB**”) and the governmental entities that are part of that ETSB have studied whether consolidating more than a dozen independent primary and secondary Public Safety Answering Points (“**PSAP**”) in Lake County could enhance the service these PSAPs provide, while also more efficiently providing 9-1-1 service.
- c. In April 2017, the County and the Lake County ETSB received a report they had commissioned (the “**9-1-1 Consolidation Report**”), which included an assessment of the PSAPs in Lake County and the communities they serve. The 9-1-1 Consolidation Report concluded that dispatch consolidation is a mutually beneficial path for public safety entities in Lake County.
- d. The potential benefits of dispatch consolidation include the following: reduced call transferring; staffing improvements to provide enhanced coverage for 24/7 operations; more consistent and effective service delivery; greater opportunities for inter-agency response and backup; better data sharing between agencies and responders in the field, along with expanded oversight; enhanced interoperability and the ability to share information across jurisdictions; operational savings; reductions in future capital investment; and the elimination of duplicative technology maintenance agreements.
- e. The recommendations from the 9-1-1 Consolidation Report have been shared in numerous meetings with community and public safety representatives, including the Parties to this Agreement, who believed that a more detailed examination was needed to determine what service enhancements, operational efficiencies, and financial savings can be achieved through the regional consolidation of PSAP centers.
- f. In Spring of 2018, 21 Lake County Public Safety Entities (PSEs) agreed through

an IGA to participate in the 9-1-1 Consolidation Implementation Planning Project. The partners (the “**Consortium**”) committed to the next phase of 9-1-1 consolidation efforts in Lake County and found it to be in the best interests of the health, safety, and general welfare of not only the residents served by each partner, but all residents of Lake County.

- g. The 2018 IGA / Consortium partners were: Barrington, CenCom E9-1-1, Countryside Fire Protection District (FPD), Fox Lake, Grayslake FPD, Greater Round Lake FPD, Gurnee, Lake County, Lake County ETSB, Lake County Sheriff's Office, Libertyville, Lincolnshire, Mundelein, North Chicago, Northeast Lake County Consolidated JETSB, Round Lake, Round Lake Beach, Vernon Hills, Vernon Hills and Libertyville JETSB, Wauconda FPD, and Waukegan.
- h. The 2018 IGA established a two-tier governance structure (“Governance Committees”) to serve as the decision-making body on behalf of all participating entities. The approved governance structure was comprised of a Policy Committee (elected officials, village managers) and an Operations Committee (public safety professionals).
- i. All participating PSEs contributed to the 9-1-1 Consolidation Project Fund to hire an on-site project manager and additional consultant services to develop a 9-1-1 Consolidation Implementation Plan.
- j. The IGA between participating PSEs agreed to use Lake County as its administrative agent for entering into contracts, making payments, receiving dues or grants or other revenue, and providing financial accounting.
- k. The 21 PSEs worked together through regular meetings of the Policy Committee, Operations Committee, and various working groups.
- l. In December of 2019, the Consortium’s Implementation Plan (the “**Regional 9-1-1 Consortium Concept of Operations and Implementation Plan**”) was approved by the Governance Committees.
- m. In August of 2020, the Consortium unanimously approved extending the original IGA 12 months, through September 6, 2021, in order to continue progress on initiatives in the approved Implementation Plan. In September of 2021, a second 12-month extension was approved, extending the IGA through September 6, 2022.
- n. In May of 2021, the Consortium completed a joint Request for Proposal (RFP) and procurement of a scalable, shared, integrated, enterprise family of systems / software that includes Computer Aided Dispatch (CAD), mobile data, Law Enforcement Records Management System (LE RMS), Jail Management System (JMS), Electronic Crash, and Electronic Ticket Systems to support 9-1-1 services, emergency dispatch services, and records management for partner municipalities and agencies throughout Lake County. The Lake County ETSB is the Consortium’s Executive Agent for the CAD and mobile data contract and the Lake County Sheriff’s Office is the Consortium’s Executive Agent

for the law enforcement RMS, JMS, E-Crash, and E-Ticket contract.

- o. In October of 2021, the Lake County Board authorized entering into an agreement for architectural and engineering design services for a consolidated 9-1-1, ETSB, and Emergency Management Agency facility on the County campus in Libertyville, Illinois. This Regional Operations and Communications Facility (ROC Facility) will provide co-located space for a large consolidated 9-1-1 center, the Lake County Emergency Management Agency (EMA), and the Lake County Emergency Telephone Systems Board (ETSB). The facility design is scheduled to be completed by mid-2023.
- p. The Parties to this Agreement are committed to the next phase of 9-1-1 Consolidation in Lake County, Illinois, and for the reasons stated above, continue to find it to be in the best interests of the health, safety, and general welfare of not only the residents of the population served by each Party, but all residents of Lake County.
- q. To advance consolidation efforts in Lake County, Illinois, the Parties agree to develop a detailed plan and inclusive IGA that will establish a NEW CONSOLIDATED PSAP for municipal corporations and other public entities to join as partners to meet 9-1-1 and emergency dispatch requirements in Lake County.
- r. The County of Lake and the Sheriff of Lake County are distinct entities, are signing this Agreement separate from one another, and have separate rights and obligations under this Agreement.

**In light of the foregoing, the Parties agree as follows:**

**Article 1.      Membership**

The Parties to this Agreement are municipal corporations, intergovernmental cooperatives, and the Sheriff, all of which independently operate Public Safety Answering Points (PSAPs) in Lake County, Illinois. To facilitate procedural activities required to complete the tasks below and to coordinate integration of supporting projects, the County is an additional Party to this Agreement. The Parties signing below agree that any entity approved for participation in this Agreement, under the procedures set forth below, shall be entitled to participate in this Agreement under the terms set forth in this Agreement.

**Article 2.      Purpose: Develop the “Implementing IGA”**

The Parties agree to develop an Implementing Intergovernmental Agreement (“**Implementing IGA**”) that establishes a NEW CONSOLIDATED PSAP in Lake County, Illinois to replace and consolidate the PSAPs operated by the Parties to this Agreement. The Implementing IGA will set forth the mechanism for a Lake County public entity (which includes without limitation municipal corporations, fire protection districts, cooperatives formed through intergovernmental agreements, and any of their subsidiary bodies) to become a full partner and receive services from the NEW CONSOLIDATED PSAP.

**2.1 Implementing IGA Requirements.** The Parties agree that the Implementing IGA for the NEW CONSOLIDATED PSAP must, at a minimum, address the following items:

- a. Establish an independent intergovernmental cooperative for the NEW CONSOLIDATED PSAP to provide 9-1-1 and emergency dispatch services for Lake County.
- b. Provide a clear pathway for any public entity to become a partner / member of the NEW CONSOLIDATED PSAP.
- c. Create bylaws that include the NEW CONSOLIDATED PSAP's governance structure, initial cost-sharing formulas, and a long-term operational repair and replacement funding strategy.
- d. Define the baseline services provided by the NEW CONSOLIDATED PSAP.
- e. Create detailed implementation and migration plans to include the physical and operational transition plan from individual PSAPs into the Regional Operations and Communications Facility (ROC Facility) in Libertyville.
- f. Set forth initial staff structure and functions (operations, administration, human resources, finance, technology support, etc.) for the NEW CONSOLIDATED PSAP.
- g. Provide a transition pathway for current PSAP employees to the NEW CONSOLIDATED PSAP.
- h. Define the technology requirements and baseline systems to support consolidated operations.
- i. Integrate the long-term use of the new, consolidated, county-wide Computer Aided Dispatch system provided by the Lake County Emergency Telephone System Board (LCETSB).
- j. Negotiate a long-term cost-sharing agreement for use of the 9-1-1 and emergency dispatch center and its associated supporting spaces in the ROC Facility on the Lake County Government campus in Libertyville, Illinois.
- k. Establish a framework for land use restrictions, maintenance, upkeep, and funding of offsite infrastructure and technology integral to the operations of the NEW CONSOLIDATED PSAP.
- l. Consider including an option for an entity to contract for services as a non-member.
- m. Define insurance and indemnification obligations for the NEW CONSOLIDATED PSAP and each of its partners.
- n. Set forth a timeline to complete the Implementing IGA, to include the supporting transition and migration plans.

**2.2 Input and Collaboration on the Implementing IGA.** The Parties envision a collaborative effort. The Parties strongly agree that in order for the NEW CONSOLIDATED PSAP to be successful in replacing and consolidating the PSAPs operated by the Parties and also serving the existing partners from the 2018 9-1-1 Consortium effort, the development of the Implementing IGA must include multiple opportunities in all phases of development for existing partners to discuss and formally comment on the draft Implementing IGA. The Parties agree to represent the interests of their current PSAP partners throughout the planning process. The Parties agree to ensure meaningful input for such partners to include participation in formal or informal committees or subcommittees established to ensure that the Implementing IGA is properly designed to meet the needs and interests of the Parties and the partners. The Parties agree that additional partners for outreach and collaboration include public entities in and around Lake County, Fire Protection Districts, affected ET SBs and Joint ET SBs (JET SB)s, the Police and Fire Chief's Associations, and the County.

### **Article 3.        Governance**

This Agreement outlines the governance structure for drafting the Implementing IGA.

**3.1. PSAP Consolidation Committee.** The PSAP Consolidation Committee shall be comprised of one representative from each PSAP in this Agreement, as well as an alternate who may serve in the absence of the primary representative. The PSAP Consolidation Committee will be primarily responsible for providing input and direction to the Project Manager as they develop the Implementing IGA.

**3.1.1** The County (County Administration) is an ex-officio (non-voting) member of the PSAP Consolidation Committee and will not count toward a quorum. Lake County Administration shall appoint a primary representative and an alternate who may serve in the absence of the primary representative.

**3.1.2** The PSAP Consolidation Committee is authorized to create subcommittees as needed. Subcommittee members can be drawn from the Parties or other partners as described in paragraph 2.2 of this Agreement.

**3.2 Committee Leadership.** The PSAP Consolidation Committee shall elect a Chair and Vice Chair. The Chair (or Vice Chair in the Chair's absence) is responsible for managing committee meetings and working with the Project Manager to establish meeting dates and agendas.

**3.3 Meetings.** The PSAP Consolidation Committee shall meet regularly to formulate questions and recommendations about consolidating 9-1-1 and emergency dispatch services into the NEW CONSOLIDATED PSAP.

**3.3.1 Quorum.** The quorum for all PSAP Consolidation Committee meetings shall be a simple majority of the PSAPs that are Parties to this Agreement.

**3.3.2 Voting.** Assuming a quorum exists, actions shall be made by a majority of the members present at a properly constituted meeting unless otherwise directed in this Agreement.

#### **Article 4. Financial Contribution.**

Each PSAP in this Agreement agrees to contribute \$50,000 as the initial financial contribution to this project. The funds will be held by the County, as the Executive Agent, in a segregated fund, which shall be used for the purposes set forth below. A minimum of one-half of the total contribution shall be provided within 30 days of a Party signing this Agreement with all funds provided no later than January 1, 2023. If a Party fails to provide the required financial contribution by the dates listed above, that Party forfeits any rights or authorities in this Agreement until the funds are provided.

**4.1 Regional PSAP Consolidation Fund.** The Parties' financial contributions shall be held by the County (the Executive Agent) in a segregated fund (the "**Regional PSAP Consolidation Fund**"). Payments from the Regional PSAP Consolidation Fund shall be used for the development of the Implementing IGA and the supporting implementation and migration plans.

**4.1.1** The expected primary expenses to develop the Implementing IGA are: (a) hiring and paying a Project Manager, who shall be retained by the County (the Executive Agent) as described below; (b) retaining Project Consultants (either an individual or a firm) to support detailed consolidation planning; (c) retaining Legal Counsel (either an individual or a firm) to review plans and agreements.

**4.1.2** The County, as Executive Agent, will administer the Regional PSAP Consolidation Fund for paying the Project Manager, Project Consultants, and Legal Counsel according to the contracts that secure their participation. For other expenses directly connected with regional 9-1-1 consolidation, the County, as Executive Agent, may make disbursements from the Regional PSAP Consolidation Fund as authorized by the PSAP Consolidation Committee.

**4.2 Financial Oversight.** The County, as Executive Agent, shall administer the Regional PSAP Consolidation Fund by applying the financial controls it otherwise uses for other County funds. Additionally, the County will provide the Parties with a quarterly report of the Regional PSAP Consolidation Fund and its account activity.

**4.3 Additional Funds.** The PSAP Consolidation Committee will determine if additional funds are required for the Regional PSAP Consolidation Fund. **Two-thirds** of the PSAP Consolidation Committee members must vote to approve additional financial contributions to the Regional PSAP Consolidation Fund. If a Party fails to provide the approved additional financial contribution by the date approved by the PSAP Consolidation Committee, that Party forfeits any rights or authorities in this Agreement until the funds are provided.

**4.4 Refunds.** The Parties' financial contributions to the Regional PSAP Consolidation Fund are non-refundable if a Party exits this Agreement prior to the completion of the work described in this Agreement. Upon completion of the work described in this agreement, if the Regional PSAP Consolidation Fund has excess funds, the PSAP Consolidation Committee shall determine the final disposition of the remaining balance of those funds.

**Article 5. Project Manager and Subject Expertise**

Using the funds in the Regional PSAP Consolidation Fund, the Parties intend for the County, as the Executive Agent, to retain a Project Manager on their behalf and, as required, Project Consultants and / or Legal Support. The Parties delegate to the County the authority for conducting the hiring process with the support and representation of the PSAP Consolidation Committee, using the established procedures that the County otherwise uses for hiring similar professionals. Similarly, the Parties delegate to the County the authority to conduct a procurement process for retaining a Project Consultant and Legal Support, using the established purchasing or other procedures that the County otherwise uses for procuring similar consultants.

**5.1 Advice and Consent.** At the conclusion of the process for retaining a Project Manager and, separately, Project Consultants and Legal Support, the PSAP Consolidation Committee shall approve their retention for the purposes set forth in this Agreement. No money from the Regional PSAP Consolidation Fund may be spent on either the Project Manager, Project Consultants, or Legal Support unless the PSAP Consolidation Committee approves of their participation. Each approval shall be voted on separately and not dependent on the other.

**5.1.1** The Project Manager job description and advertisement (and Request for Proposal, if applicable) shall be approved by the PSAP Consolidation Committee prior to posting.

**5.1.2** If the County conducts a Request for Proposal (RFP) to choose a Project Manager, Project Consultant, or Legal Support, the PSAP Consolidation Committee can recommend members to participate on the RFP evaluation committee(s). At least one member of the PSAP Consolidation Committee shall be on any RFP evaluation committee.

**5.1.3** Once approved, the County shall bear the primary role in overseeing the Project Manager, Project Consultant, and Legal Support with consultation and direction from the PSAP Consolidation Committee.

**Article 6. County Participation and Contribution**

The County fully supports the consolidation of Lake County PSAPs and the development of the Implementing IGA with the required supporting implementation and migration plans.

**6.1 Executive Agent.** The County agrees to be the Executive Agent for the execution of this Agreement and will provide administrative support to include hiring, purchasing, contracting, and financial oversight of the Regional PSAP Consolidation Fund to support the PSAP Consolidation Committee and the Project Manager in developing the Implementing IGA for the NEW CONSOLIDATED PSAP.

**6.2 Facility Construction.**

**6.2.1** The County agrees to build a new, purpose-built 9-1-1 and emergency dispatch center at the County's expense as part of the Regional Operations and Communications Facility (ROC Facility) on the County's Libertyville campus for the purpose of establishing the NEW CONSOLIDATED

PSAP to best serve the residents of Lake County. The County agrees to fully fund the facility capital expense, including the planning, building, and general furnishings for the ROC Facility, which will house the NEW CONSOLIDATED PSAP.

**6.2.2** During planning, the County, the PSAP Consolidation Committee, and the supporting ETSBs will determine how to outfit the ROC Facility with the equipment and technology required for PSAP operations. Also during planning, these same entities will develop a cost-sharing agreement that will contain a method to fund the facility's operational expenses over a long-term period.

**6.3 Financial Contribution.** The County is not required to provide a financial contribution to the Regional PSAP Consolidation Fund based on the limitation in paragraph 3.1.1 and the other contributions listed in paragraphs 6.1 and 6.2.

**Article 7. (Joint) Emergency Telephone System Boards (JETSBB / ETSBB)**

JETSBB / ETSBB consolidation efforts are separate from this IGA. However, the Parties agree to support the consolidation of JETSBBs and ETSBBs in order to provide the best alignment and support to the mission of the NEW CONSOLIDATED PSAP. The Parties agree to build and maintain a professional relationship with any group, entity, or agency discussing or planning JETSBB / ETSBB consolidation affecting the NEW CONSOLIDATED PSAP.

**Article 8. Miscellaneous Provisions**

**8.1 Term.** The term of this Agreement shall be **eighteen months** with an effective date of **September 1, 2022**. If a Party signs but fails to date a signature, the date that the County (the Executive Agent) receives the signing Party's signature will be deemed to be the date that the signing party signed this agreement, and the County may inscribe that date as the date associated with the signing Party's signature.

**8.2 Entire Understanding; Amendment.** This Agreement contains the entire understanding of the Parties regarding cost-sharing obligations with respect to this Agreement, and all other agreements, understandings, representations, and statements, if any, whether oral or written, are merged herein. This Agreement may be amended only by written instrument executed by the Parties.

**8.3 Additional Parties to This Agreement.** The inclusion of additional PSAPs, and their required contributions, shall be allowed at the discretion of the PSAP Consolidation Committee. If additional PSAPs wish to participate in this Agreement, then those entities must make a contribution substantially similar to the one made by the original Parties to this Agreement as determined by the PSAP Consolidation Committee.

**8.4 Enforcement.** Each of the Parties represents that the signatory executing this Agreement on the Party's behalf is duly authorized to do so and will submit a copy of such authorization (approved ordinance / resolution) with the signed Agreement. The Parties stipulate that venue for any disputes under this Agreement shall be exclusively in the Nineteenth Judicial Circuit of Lake



County, Illinois, but that no legal action shall be commenced without the parties first conducting a mediation. The Parties consent to a court dismissing any lawsuit filed without mediation having been first conducted.

**8.5 Non-Compete Agreement.** To foster the overall goals of this Agreement, the Parties agree to not compete with each other in a manner that could jeopardize the joint endeavor set forth in this Agreement. All “non-compete” concerns will be brought to the PSAP Consolidation Committee for discussion and resolution.

**8.6 Counterparts.** The Parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

**INTERGOVERNMENTAL AGREEMENT  
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**COUNTY OF LAKE**

**Signed:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
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**SHERIFF OF LAKE COUNTY**

**Signed:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
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**CENCOM E911**

**Signed:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
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**VILLAGE OF FOX LAKE**

**Signed:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
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**VILLAGE OF GURNEE**

**Signed:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
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**VILLAGE LAKE ZURICH**

**Signed:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
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**VILLAGE OF MUNDELEIN**

**Signed:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



**INTERGOVERNMENTAL AGREEMENT  
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**VILLAGE OF VERNON HILLS**

**Signed:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
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**CITY OF WAUKEGAN**

**Signed:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_