

**INTERGOVERNMENTAL AGREEMENT
REGARDING LAKE COUNTY SHARED SERVICES
FOR LAKECOMM**

THIS AGREEMENT, entered into by, and between the following units of local government is as follows:

The **County of Lake** (“**County**”), an Illinois body politic and corporate; and **Lake Consolidated Emergency Communications** (“**LakeComm**”), a public agency as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; (hereafter referred to as a “**Party**” or collectively as the “**Parties**”).

Recitals

WHEREAS, the County of Lake is a unit of local government established and operating under the authority of the Illinois Counties Code, 55 ILCS 5/1-1001 *et seq.*; and

WHEREAS, LakeComm is a public agency created under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, encourage and authorize public agencies to cooperate and enter into agreements to promote the public welfare and accomplish the mission of local government; and

WHEREAS, LakeComm was formed by a consortium of public agencies (“**LakeComm Member Agencies**”) through an Intergovernmental Agreement to establish a consolidated public safety answering point (PSAP) and emergency dispatch agency for the purpose of providing all administrative and operational duties and services as generally accepted and necessary for the provision of emergency communications services; and

WHEREAS, since 2018, the County has provided general administrative and personnel support to Regional 9-1-1 Consolidation efforts at no or minimal cost to participating agencies; and

WHEREAS, it is in the interest of the Lake County taxpayers for the County to provide general administrative and personnel support to LakeComm during its establishment and start-up; and

WHEREAS, to foster such feasibility, the Parties agree that the establishment of a Shared Services Agreement is in the best interest of LakeComm during its establishment and first year(s) of operations.

NOW, THEREFORE, IN LIGHT OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY’S RESPONSIBILITIES

- 1.1. The County shall provide general administrative services to LakeComm in the same manner and custom as it provides services to County Independent Commissions including payroll, health insurance, benefits administration, personnel services, purchasing, accounts payable, purchasing card processing, meeting administration, and related financial services.
- 1.2. The County shall establish and maintain a dedicated fund and management center(s) per governmental accounting standards for LakeComm funds.
- 1.3. The County shall incorporate an audit of LakeComm in the County’s annual audit as a separate fund known as the LakeComm Fund. LakeComm may also retain its own independent auditor at

its own expense to prepare financial statements in conformity with generally accepted accounting principles (GAAP).

- 1.4. The County shall provide LakeComm with an estimate of its “indirect cost” in advance of the next LakeComm fiscal year to allow LakeComm to prepare its budget.
- 1.5. The County Finance and Human Resources Departments shall provide expertise, advice, and support to the LakeComm Officers, Member Board, Executive Committee, and Executive Director for the items listed in section 1.1 of this Agreement as well as supporting written documentation if requested.
- 1.6. The County shall provide monthly budget and expense reports by the 5th day of each month. Content of reports will be agreed to by both the County’s Chief Financial Officer and LakeComm’s Treasurer.
- 1.7. The County shall include LakeComm employees in the County’s IMRF plan until LakeComm finalizes IMRF membership.
- 1.8. The County shall provide professional purchasing processes and support.
- 1.9. The County shall make available staff and resources for board and committee meeting administration (drafting and posting agendas and minutes, press releases, etc.).
- 1.10. Any requests for non-standard County services, if granted by the County, will be billed separately to LakeComm as direct costs. The County will provide estimates to LakeComm for the costs of non-standard County services, and the requested services will not be provided until payment is authorized by LakeComm for payment from LakeComm funds.
- 1.11. The County shall provide the Joint Emergency Telephone Service Board (JETSBS) of Lake County the same services listed in this Agreement for the same term of this Agreement upon written request by the JETSBS of Lake County.

2. LAKECOMM’S RESPONSIBILITIES

- 2.1. LakeComm shall maintain full control over LakeComm funds held by the County.
- 2.2. LakeComm shall provide the County with the names and all required supporting documentation of the individuals who can authorize use of LakeComm funds.
- 2.3. LakeComm shall compensate the County for indirect services (“indirect cost”) in the amount calculated by the County Finance Department based on a 10 percent (10%) indirect cost percentage. The indirect cost percentage will be applied to the Salary and Wages (“5x”) category.
- 2.4. Any direct costs incurred by LakeComm, and payment of those direct costs by the County, shall be billed to LakeComm’s funds. For all direct costs payments administered by the County and incurred by LakeComm, authorization must be provided by LakeComm.
- 2.5. Any overspend of LakeComm budget shall be paid for by LakeComm fund-balance with prior approval by LakeComm.
- 2.6. LakeComm shall comply with all State and Federal laws in the performance of its statutory obligations.
- 2.7. In order for the County to provide the services defined in this Agreement, LakeComm shall provide the County a copy of their annual budget that represents the expenditures for the upcoming LakeComm fiscal year. The LakeComm budget does not require County Board review or approval.

- 2.8. Until LakeComm approves its own purchasing policy, LakeComm agrees to follow the County's Purchasing Ordinance for procedures and oversight, but all LakeComm purchases and contracts will be approved by the LakeComm Member Board, Executive Committee, Officers, or Executive Director as defined in the LakeComm Agreement or Bylaws and would not require County Board review or approval.
- 2.9. If LakeComm elects to be included in the County's annual audit, it shall provide all required documentation to the County and/or its retained auditors to complete that audit according to the requirements of the County audit schedule. The audit shall be conducted in accordance with generally accepted accounting standards (GAAP). LakeComm shall maintain adequate documentation to allow for the audit of all records related to this Agreement. Such documentation shall include, but not be limited to, purchase orders, supply requisitions, accounts payable invoices, accounts receivable invoices, travel records, time documents, payroll records, client contact data, bank statements and reconciliations, and information necessary to determine eligibility under statute and regulation.

3. EXECUTION OF THE AGREEMENT

- 3.1. **Effective Date.** This Agreement shall be approved by formal enactment by the Parties' respective corporate authorities / boards. This Agreement will become effective when both parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.
- 3.2. **Term.** This Agreement shall be in full force and effect through April 30, 2025 with the option to extend some or all of the Shared Services through April 30, 2026 upon written request from the LakeComm Executive Committee. Such written consent will be provided sixty (60) days prior to the expiration of the Agreement via notice to the County. This Agreement may be terminated by either party with or without cause by providing sixty (60) days written notice to the other party.

4. GENERAL PROVISIONS

- 4.1. The laws of the State of Illinois shall govern this Agreement. Venue for the resolution of any disputes or the enforcement of any rights pursuant to this Agreement shall be in the 19th Judicial Circuit Court of Lake County, Illinois.
- 4.2. In the event of a dispute between the County and LakeComm arises under this Agreement, each party shall be responsible for its own attorney fees and costs.
- 4.3. The employees of LakeComm shall be employees of LakeComm and are not employees of the County. The managing of payroll and benefits by the County shall not make LakeComm employees of the County. Employees of LakeComm are to be considered employees of the County only for the limited purpose of providing IMRF and/or health insurance benefits.
- 4.4. In the event that any Lake County Policy or Ordinance interferes or impairs LakeComm's ability to perform its functions, as determined by LakeComm, LakeComm may determine to independently undertake the administration of the function which the County was to perform, at LakeComm's own expense and with reasonable notice to the County that prevents any undue unnecessary expenditure by the County.

- 4.5. This Agreement may be amended or modified only by written instrument duly approved and signed by the Parties to the Agreement.
- 4.6. Whenever this Agreement requires one Party (First Party) to grant its consent or approval of any matter to the other Party, or Parties, (Second Party), the First Party shall not unreasonably delay, deny or condition the requested consent or approval.
- 4.7. No Party may assign or transfer any right or obligation under this Agreement without the express written consent of the other Parties, which shall not be unreasonably withheld.
- 4.8. Failure of any Party to comply with the terms of this Agreement, including the performance of all duties required by the Agreement shall be considered a breach of the Agreement. Any Party shall have the option of curing the breach within thirty (30) days of being notified of the breach by performing the duty or duties required of that Party by this Agreement. The failure of any Party to enforce any provision of this Agreement or a breach of those terms shall not be considered a waiver of this Agreement or its terms.
- 4.9. No Party shall be liable for its non-performance or delayed performance if caused by a Force Majeure. Any Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Parties promptly after it discovers the Force Majeure. If a Force Majeure occurs, the Parties shall negotiate in good faith to extend the performance time to a time that is reasonable in light of the circumstances.
- 4.10. The invalidity or enforceability of any of the provisions of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement. In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity. The Parties agree to use their best good faith efforts to remedy any invalid provision of this Agreement.
- 4.11. All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied during normal business hours; (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier; or by electronic mail (e-mail) with a return confirmation that the electronic message was received by the user during normal business hours, addressed to such party as follows below. Either party may at any time give notice in writing to the other party of a change of name, address, email, or telephone or facsimile number. Notice shall be given to the parties as follows:

County: County of Lake
Attn: County Administrator
18 N. County Street
9th Floor
Waukegan, IL 60085

LakeComm: LakeComm
Attn: Chair of Member Board of Directors
18 N. County Street
9th Floor
Waukegan, IL 60085

- 4.12. This Agreement represents the entire agreement between the County and LakeComm and supersedes all prior negotiations, representations or agreements, either written or oral.

<Signature page to follow>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date indicated below by their duly authorized representatives.

Sandy Hart (Date)
Chair, Lake County Board

Kevin Timony (Date)
Chair, Member Board of Directors
LakeComm