

INTERGOVERNMENTAL AGREEMENT  
BETWEEN LAKE COUNTY AND THE VETERANS  
ASSISTANCE COMMISSION OF LAKE COUNTY

This Intergovernmental Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, by and between the County of Lake, a body politic and corporate, (hereinafter "COUNTY") and the Veterans Assistance Commission of Lake County (hereinafter "VAC"), a local governmental unit established under the Military Veterans Assistance Act (330 ILCS 45/0.01 *et. seq.*) (the "Act").

**1. RECITALS**

WHEREAS, the COUNTY and VAC are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, *et seq.*, and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the VAC provides the valuable service of administering services and benefits to qualified veterans, surviving spouses, or eligible family members in Lake County; and

WHEREAS, the COUNTY has an established relationship with the VAC, providing general administrative and personnel support to the VAC; and

WHEREAS, the VAC would be required to add personnel at great expense to provide general administrative and personnel support for its operation; and

WHEREAS, it is in the interest of the Lake County taxpayers for the COUNTY to continue to provide general administrative and personnel support to the VAC; and

WHEREAS, the COUNTY and the VAC are desirous of fulfilling their respective responsibilities as set forth in the aforesaid statutes in the most economical manner for the citizens and taxpayers of Lake County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the COUNTY and the VAC agree as follows:

The above recitals are hereby incorporated herein; and

**2. COUNTY RESPONSIBILITIES**

2.1 The COUNTY shall appropriate funds as required by the Veterans Assistance Act 330 ILCS 45/2, in amount provided by Section 12-21.13 of the Illinois Public Aid Code, unless the delegates of the Veterans Assistance Commission determine that a lesser amount will be required.

2.2 The COUNTY shall disburse these funds as directed by the Superintendent of the VAC.

2.3 The COUNTY shall provide general administrative services, billed as indirect costs, to the VAC in the same manner and custom as it provides services to COUNTY Independent Commissions

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including payroll, health insurance, benefits administration, personnel services, purchasing, IT Support, and insurance coverage, and financial services including credit card services.

- 2.4 Any requests for non-standard County services, if granted by the County, will be billed separately to the VAC as direct costs. The County will provide estimates to the VAC for the costs of non-standard County services, and the requested services will not be provided until payment is authorized by the VAC for payment from VAC funds.
- 2.5 The COUNTY shall provide the VAC with funds appropriated in accordance with Section 2.1 for office space and all necessary furnishings, supplies, including telephone, printing, stationary, and postage. These expenses shall be included in the VAC budget submitted annually to the County and shall be billed as direct costs and funded from the VAC funds.
- 2.8 The COUNTY will provide coverage for the VAC under its general liability insurance, and professional liability insurance policies and name the VAC as an additional insured under those policies. The VAC shall cover any additional cost in insurance premiums associated with the addition of the VAC to the policies. The County shall not be required to indemnify the VAC or any of its employees for attorneys' fees or damages arising out of civil litigation or be responsible for punitive damages assessed against the VAC, its agents, officers or employees. Furthermore, the VAC shall be liable for payment of any Self-Insured Retention "SIR" amount in the event a claim against the insurance must be made.
- 2.9 The COUNTY shall incorporate an audit of the VAC in the COUNTY's annual audit, unless the VAC retains its own independent auditor at its own expense.
- 2.10 The COUNTY shall provide the VAC with an estimate of its Indirect Costs, and the formula used to determine such costs, for the next fiscal year in July of each year, to allow the VAC to prepare its budget.
- 2.11 The COUNTY shall notify the VAC of any tax objection lawsuits filed against funds allocated to the VAC.

### **3.0 VAC RESPONSIBILITIES**

- 3.1 All expenses provided for in this agreement, including direct and indirect service costs and expenses, and all other expenses provided for in Sections 2 and 10 of the Military Veterans Assistance Act, 330 ILCS 45/2, 10, shall be included within and shall not exceed the funding amount provided for by Section 12-21.13 of the Illinois Public Aid Code.
- 3.2 The VAC shall compensate the COUNTY for indirect services in the amount calculated by the COUNTY Finance Department using federal guidelines which the Finance Department has historically used to determine Indirect Costs for operation of the VAC in the past.
- 3.3 Any direct costs incurred by the VAC, and payment of those direct costs by the County, shall be billed to the VAC's levied funds. For all direct costs payments administered by the County and incurred by the VAC, authorization must be provided by the VAC Superintendent.

- 3.4 Any overspend of the VAC budget shall be paid for by VAC fund-balance.
- 3.5 Any tax objection lawsuits related to the VAC levy shall be satisfied from the VAC fund balance.
- 3.6 The VAC shall comply with all State and Federal laws in the performance of its statutory obligations.
- 3.7 The VAC shall present a budget request to the COUNTY that represents the expenditures for the upcoming fiscal year in accordance with the budgeting schedule of the COUNTY.
- 3.8 If the VAC 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. The audit shall be conducted in accordance with generally accepted government auditing standards. The VAC 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, invoices, travel records, time documents, payroll records, client contact data, bank reconciliations, and information necessary to determine eligibility under VAC statutes and regulations.

#### **4.0 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 19<sup>th</sup> Judicial Circuit Court of Lake County, Illinois.
- 4.2 This Agreement shall be in full force and effect for a period of two (2) years, upon which it shall renew for two (2) years, and for successive two (2) year terms, upon written consent of the parties. Such written consent will be provided 60 days prior to the expiration of the agreement via notice. This Agreement may be terminated by either party with or without cause by providing sixty (60) days written notice to the other party.
- 4.3 Superintendent and other employees of the VAC shall be employees of the VAC, and are not employees of the COUNTY. The managing of payroll and benefits by the COUNTY shall not make the VAC employees of the COUNTY. Employees of the VAC are to be considered employees of the County only for the limited purpose of providing IMRF benefits.
- 4.4 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.
- 4.5 In the event that any Lake County Policy or Ordinance interferes or impairs the VAC's ability to perform its functions, as determined by the VAC, the VAC may determine to independently undertake the administration of the function which the COUNTY was to perform, at the VAC's own expense and with reasonable notice to the County that prevents any undue unnecessary expenditure by the County.
- 4.6 This Agreement represents the entire agreement between the COUNTY and VAC and supersedes all prior negotiations, representations or agreements, either written or oral.

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4.7 In the event of a dispute between the County and the VAC arises under this Agreement, each party shall be responsible for its own attorney fees and costs.

4.8 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 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, 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  
9<sup>th</sup> Floor  
Waukegan, IL 60085  
CountyBoardOffice@lakecountyil.gov

VAC: Veterans Assistance Commission of Lake County  
Attn: Superintendent  
1790 Nations Drive  
Suite 221  
Gurnee, IL 60031  
[add email]

<Signature page to follow>

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

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Sandy Hart  
Chair, Lake County Board

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Nicholas G. Konz  
Chairman, Veterans Assistance  
Commission of Lake County

ATTEST: