

INTERGOVERNMENTAL AGREEMENT

Establishing

Lake Consolidated Emergency Communications

(LakeComm)

THIS AGREEMENT, entered into by and between the following units of local government and that constitute the founding members of the public agency are as follows:

The **County of Lake** (“County”), an Illinois body politic and corporate; the **Village of Antioch**, an Illinois municipal corporation; the **Antioch First Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Countryside Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Fox Lake Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Village of Gurnee**, an Illinois municipal corporation; the **Greater Round Lake Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Lake Villa Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Village of Lake Zurich**, an Illinois municipal corporation; the **Village of Mundelein**, an Illinois municipal corporation; the **City of North Chicago**, an Illinois municipal corporation; the **Village of Round Lake**, an Illinois municipal corporation; the **Village of Round Lake Beach**, an Illinois municipal corporation; the **Village of Round Lake Heights**, an Illinois municipal corporation; the **Village of Round Lake Park**, an Illinois municipal corporation; the **Village of Vernon Hills**, an Illinois municipal corporation; the **Wauconda Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; and **additional units of local government** who agree to become Members upon passage of a resolution or ordinance duly authorized by the corporate authorities establishing their agreement to participate as founding members and approving this Agreement on or before July 1, 2024 (hereafter referred to as a “Member” or collectively as the “Members”).

The list of the members is current as of May 24, 2024. The remainder of this Agreement is in its final form and has been endorsed by the PSAP Consolidation Committee.

WITNESSETH:

WHEREAS, the Members have authority to enter into this Intergovernmental Agreement (IGA) under the Article VII, Section 10, of the Constitution State of Illinois, 1970, and the resulting organization is a "public agency" as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Article VII, Section 1050, 50 ILCS 750/15.4a – Consolidation, Ill. Admin. Code tit. 83, § 1324.200 Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq; ILCS 120/2(c)(1) (11), and

WHEREAS, the Members have determined that consolidating would improve emergency call-processing and dispatching; and

WHEREAS, the Members desire to improve regional coordination and funding for the provision of quality emergency communication services; and

WHEREAS, all cities, villages, fire protection districts, the County, and other units of local government that directly provide public safety service, that are located, wholly or partly within Lake County, Illinois or geographically adjoin the boundaries of an existing PSAP Member located within Lake County are invited to participate in Lake Consolidated Emergency Communications (LakeComm); and

WHEREAS, the function of LakeComm is to provide all administrative and operational duties and services as generally accepted and necessary for the provision of emergency communications services; and

WHEREAS, the Members have mutually determined that it is in the interest of all Members for the consolidation of emergency communications services into one service, to be overseen and managed by LakeComm; and

WHEREAS, each participating Member will have representation on the Member Board of Directors (hereinafter referred to as "Member Board"); and

WHEREAS, it is the desire of the signatories hereto to jointly provide for and maintain a consolidated public safety answering point and emergency dispatch for their mutual advantage and concern.

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

Section 1. Definitions

As used in this Agreement the following words and phrases shall have meanings indicated unless the context clearly requires others:

Lake Consolidated Emergency Communications (LakeComm) – Shall mean collectively the Members / Parties to this Agreement in their capacity as providers and / or receivers of 9-1-1 and emergency dispatch services; or, as the context may require, the system of providing such services; or the facility housing the LakeComm operation.

Member Agency (Member) – The County of Lake or a governmental organization that employs staff and directly delivers public safety services who is a party to this agreement.

Member Board of Directors (Member Board) – A collective body composed of representatives from the Member Agency entities, as defined in Article IV, accountable for governance of LakeComm and executing the duties set forth under this Agreement and Bylaws.

Executive Committee – A select group of individuals appointed or designated by the Member Agencies or governmental entities who are party to the Agreement. This body is entrusted with the authority and responsibility to execute the provisions as defined in the Agreement and the Bylaws.

Advisory Committees – Formally recognized groups of individuals appointed or designated to offer informed perspectives, guidance, and recommendations to assist the Executive Director in achieving the goals and objectives outlined in the Agreement. The advisory committees serve as consultative bodies, providing valuable insight and expertise to inform decision-making processes.

LakeComm Fund – Established under the terms of the Agreement to hold contributions made by Members and other assets as determined and defined in the Bylaws of the Agreement.

Section 2. Establishment

Lake Consolidated Emergency Communications (LakeComm) is hereby established by this Intergovernmental Agreement executed by the undersigned Members and shall be deemed a public agency as defined in the Constitution of the State of Illinois, 1970, Intergovernmental Cooperation Act 5, ILCS 220/2 (1). The Members undertake this collaboration to establish a consolidated public safety answering point (PSAP) and emergency dispatch agency for the purpose defined herein.

Article I. PURPOSE

LakeComm is a partnership among the Member Agencies as they are defined above, voluntarily established by its Members pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. It is organized for the purpose of:

- a. Providing the staffing, equipment, services, and other items necessary and appropriate for the establishment, operation, and maintenance of a consolidated public safety communications system for the mutual benefit of the members of LakeComm.
- b. Establishing governance in accordance with this Agreement and ensuring a foundation and support structure exists to provide accountability and transparency to and among

Member Agencies and LakeComm; moderating the influence of an individual organization or single entity so that all Members are represented; and supporting the Executive Director in achieving equitability, long term sustainability, and fiscal responsibility.

Article II. MEMBERSHIP

All cities, villages, fire protection districts, the County of Lake, and other units of local government that directly provide public safety service, that are located, wholly or partly within Lake County, Illinois or geographically adjoin the boundaries of a then existing LakeComm Member Agency and that are permitted by the Intergovernmental Agreement (“Agreement”) to contract and associate with other units of local government are eligible for membership and participation in LakeComm.

1. Participation

The Members 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.

A unit of local government’s membership and participation in LakeComm is conditioned upon the following:

- a. Its execution of the Agreement creating and establishing LakeComm.
- b. Its delivery to LakeComm of a certified copy of its resolution or ordinance authorizing its execution of the Agreement.
- c. Its agreement to be bound by the LakeComm Agreement (to include any Exhibits to the Agreement), Bylaws, and policies.
- d. Recurring contributions as determined and defined under the terms of the LakeComm Agreement or Bylaws.
- e. All Members signing the initial charter of LakeComm (this Agreement) by July 1, 2024 will be granted membership in good standing. After July 1, 2024 any new Member Agency shall be admitted on a two-thirds (2/3) affirmative vote of the full membership of the Member Board.
- f. All new Members shall become liable for payment of existing debts and liabilities of LakeComm to the same extent as all previously existing Members.
- g. The County’s membership shall include the pathway for Lake County Sheriff’s Office membership upon written request from the Sheriff to become a Member Agency of LakeComm and the Sheriff’s confirmation of compliance with paragraphs c, d, and f of this section. With the County’s membership, section e of this section as well as any

current or future requirements for the admission of new members shall not apply to Lake County Sheriff's Office becoming a Member Agency.

2. Duration of Agreement

This Agreement for LakeComm shall continue in effect until dissolution of LakeComm as defined in this Agreement. Withdrawal from the Agreement by individual Members is defined in Article XIV of the Agreement. Upon such termination, the assets remaining shall be disposed of in the manner set forth in said Bylaws.

3. Admission of New Members

Additional agencies may become Members by written addendum to this Agreement upon two-thirds (2/3) affirmative vote of the full membership of the Member Board to determine if the new Member is admitted.

Article III. ORGANIZATION

Hereby established through this Agreement is a Member Board of Directors, an Executive Committee, and an Executive Director for LakeComm. The Chair and Vice-Chair of the Member Board of Directors shall also serve as the Chair and Vice Chair of the Executive Committee. No designated Member of the Member Board of Directors or Executive Committee shall receive a salary or compensation for service to these entities.

Article IV. MEMBER BOARD OF DIRECTORS

1. Composition

The Member Board shall consist of one representative from each LakeComm Member who is designated by resolution or ordinance, specifically:

- a. The Mayor or President of each Member municipality.
 - i. Should they choose, the Mayor or President of each Member municipality may delegate their principal designee on the Member Board to another Trustee, Chief Administrative Officer, or appointed official by resolution or ordinance.
 - ii. A designated alternate shall also be appointed by resolution or ordinance. The designated alternate has all the same rights and authority as that municipality's principal representative in their absence.
 - iii. The appointment as principal designee and alternate designee may be "by name" or by a specific position.

- b. The President of the Board of Trustees of each Member Fire Protection District or any other governmental district that employs public safety staff and delivers public safety services.
 - i. Should they choose, the President of the Board of Trustees may delegate their principal designee on the Member Board to another Trustee by resolution or ordinance.
 - ii. A designated alternate shall also be appointed by resolution or ordinance. The designated alternate has all the same rights and authority as that District's principal representative in their absence.
 - iii. The appointment as principal designee and alternate designee may be "by name" or by a specific position.
- c. The Lake County representative(s) appointed by the Lake County Board.
 - i. The Lake County Board shall also appoint a designated Member Board alternate by resolution or ordinance.
 - ii. A designated Lake County Member Board alternate has all the same rights and authority as the principal Lake County Member Board representative in their absence.
 - iii. A Lake County Member Board representative shall also be appointed (by name) by resolution or ordinance to be the County's representative on the Executive Committee.

2. Powers, Duties, and Authorities

The Member Board shall have all powers, express and implied, consistent with the laws of the Constitution of the State of Illinois, 1970, et al. The Member Board is responsible for fulfilling the duties outlined in the Bylaws.

3. Member Board Meetings

The Member Board shall meet a minimum of once each Fiscal Year but shall meet as required to ensure timely execution of the duties and responsibilities of this Agreement and the Bylaws. Specific Member Board meeting rules and processes are determined and defined in the LakeComm Bylaws. Member Board meetings shall be conducted in accordance with the State of Illinois Constitution, the Open Meetings Act, Roberts Rules of Order, and the LakeComm Bylaws.

4. Member Board Vacancy

A Member Board seat shall be deemed vacant upon any of the following: (1) when the occupant ceases to be an employee / elected representative of a Member Agency, (2) upon death, (3) upon resignation, (4) removal of the occupant for failure to adhere to the terms of the Agreement, or (5)

occupant's continuous absence from scheduled meetings due to physical or mental incapacity that prevents regular participation at meetings.

As soon as practicable, the Member Agency shall appoint a successor representative in writing to fill the vacant Member Board seat.

Article V. MEMBER BOARD OFFICERS

Officers of the Member Board shall consist of a Chair, a Vice Chair, a Treasurer, and a Secretary who will be elected (by name) from the Members. The Chair and Vice Chair of the Member Board shall hold the same office on the Executive Committee. The full duties and responsibilities of the Chair, Vice-Chair, Treasurer, and Secretary are defined in the LakeComm Bylaws.

- a. Member Board and Executive Committee meetings shall be presided over by the Chair, or in their absence, the Vice-Chair.
- b. The Chair, Vice-Chair, Treasurer, and Secretary terms shall be two (2) years as defined in the LakeComm Bylaws.
- c. An individual cannot occupy the Chair or Vice-Chair position for more than six (6) consecutive years from the original date of appointment.
- d. If the Chair, Vice-Chair, Treasurer, or Secretary seat becomes vacant, a replacement for the remainder of the original term shall be selected as defined in the LakeComm Bylaws.

Article VI. EXECUTIVE COMMITTEE

The Executive Committee is hereby established to provide broad policy, timely resources, oversight, and guidance for the Executive Director. The members of the Executive Committee shall be elected or appointed "by name" from the membership of the Member Board. The Executive Committee does not manage daily operations of LakeComm. The Executive Committee shall make recommendations to the Member Board and shall carry out such other functions as assigned to it by the Member Board as determined and defined in the LakeComm Bylaws.

1. Composition

The Executive Committee shall consist of no more than seven (7) voting Members to include the Chair of the Member Board, the Vice Chair of the Member Board, and the Lake County representative appointed to the Executive Committee by the Lake County Board. The remaining four (4) Executive Committee members shall be determined and defined in the LakeComm Bylaws.

2. Term

Each member of the Executive Committee shall serve a two (2) year term as further defined in the LakeComm Bylaws.

3. Powers, Duties, and Responsibilities

The Executive Committee shall have all powers, duties, and responsibilities, express and implied, as determined and defined in the LakeComm Bylaws.

4. Meetings

The Executive Committee shall schedule monthly meetings on the day and at the time determined and defined in the LakeComm Bylaws but shall meet a minimum of once each quarter of the Fiscal Year to ensure timely execution of the duties and responsibilities of this Agreement and the Bylaws. Specific Executive Committee meeting rules and processes are determined and defined in the LakeComm Bylaws. Executive Committee meetings shall be conducted in accordance with the State of Illinois Constitution, the Open Meetings Act, Roberts Rules of Order, and the LakeComm Bylaws.

5. Executive Committee Vacancies

If an Executive Committee seat becomes vacant, a replacement for the remainder of the original term shall be selected as defined in the LakeComm Bylaws.

Article VII. REMOVAL FROM ELECTED OR APPOINTED POSITIONS

In the rare event that the actions or behavior of a Member elected or appointed by the LakeComm Member Board to a position representing LakeComm's interests warrants consideration of removal from that position (to include but not limited to the Board Chair, Vice Chair, Treasurer, Secretary, and members of the Executive Committee), removal would require a four-fifths (4/5) affirmative vote of the full membership of the Member Board unless otherwise defined in State Statute.

Article VIII. EXECUTIVE DIRECTOR

LakeComm shall be managed, operated, and supervised by an Executive Director. The Executive Director is responsible for operating within the framework established by the Member Board through the Executive Committee. The Executive Director has the authorities, duties, and responsibilities as determined and defined in the LakeComm Bylaws and all approved LakeComm policies.

Article IX. ADVISORY COMMITTEES

LakeComm Advisory Committees are authorized by the Agreement for the purpose of providing all Member Agency subject matter experts the opportunity to provide the Executive Director input on the operations of the LakeComm. The composition of the Advisory Committees, additional committees, duties and responsibilities, and meetings will be determined and defined in the LakeComm Bylaws.

Article X. FINANCES AND BUDGET

LakeComm shall maintain a separate LakeComm Fund or family of LakeComm Funds to hold contributions made by Members and other assets as determined and defined in the Bylaws. LakeComm shall operate on an annual budget approved by the Member Board. LakeComm finance and budget requirements and authorities, as well as related requirements and authorities (e.g., fiscal year, purchasing, expenses, reserve fund, or audit), shall be defined in the LakeComm Bylaws and policies.

Article XI. ANNUAL SHARES, CONTRIBUTIONS, AND FEES

The formula(s) for Member Annual Shares, contributions, and fees shall be defined in the LakeComm Bylaws. After the original approval of the LakeComm Bylaws, changes to the Member Annual Share formula requires approval by a two-thirds (2/3) affirmative vote of the full membership of the Member Board. Annual Shares, contributions, and fees must be paid in a timely fashion for a Member to be considered in good standing.

Article XII. ASSETS, LIABILITIES, AND INDEMNIFICATION

1. Assets

LakeComm may purchase, own, and rent or lease, such real and personal property, including, equipment, furniture, and fixtures, that are necessary or convenient for it to fulfill its purpose.

- a. All property, real and personal, acquired by LakeComm shall be owned exclusively by LakeComm acting under the Agreement's authority unless otherwise specified in writing or as part of the Agreement. An individual Member who terminates participation in LakeComm surrenders any contributions made towards the acquisition and/or maintenance of property in accordance with the termination clause of the LakeComm Bylaws.
- b. The Members agree to enter into a long-term agreement with the County of Lake for the use of dedicated space in the Regional Operations and Communications (ROC) Facility

located on the Lake County Government Campus in Libertyville, Illinois for LakeComm operations.

2. Liabilities

Unless otherwise provided by individual contracts, each Member of LakeComm shall be liable for the debts and liabilities of LakeComm only in the amount of the authorized charges then owed by that Member. Persons or companies contracting with LakeComm cannot rely upon the assets of any Member beyond the charges owed for current Annual Share amount previously agreed to by that Member Agency under the current authorized budget.

3. Indemnification

LakeComm shall indemnify, defend, and hold harmless the Member entities, along with their agents and employees, from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation, reasonable attorney fees and litigation costs incurred by the individual entities in connection with the defense of any action, suit or proceeding in which they are made a party by reason of any action including an omission to act where legally required to do so by LakeComm, its officers, agents or employees, in connection with the operation of LakeComm, unless and except to the extent said claim, cause of action suit, damages, liabilities, costs, liens, fine, penalties, interest, expenses, or demands are the result of individual actions or omissions by one or more Member entities or their officers agents or employees. The provisions of this Section shall not in any way negate or diminish the immunity protections provided by Section 15.1 of the Illinois Emergency Telephone System Act, 50 ILCS 750/15.1.

Article XIII. AUTHORITY

LakeComm shall have the power in its own name, to make and enter into contracts, to employ agents and employees, to sue or be sued in its own name, to acquire, hold and dispose of property, real and personal, to incur debts, liabilities, or obligations necessary for the accomplishments of its purposes, but no such contract, employment, purchase, debt, liability, or obligation shall be binding upon or obligate Member Agencies except as authorized by the LakeComm Agreement or Bylaws. LakeComm shall not have the power or authority of eminent domain or the power to levy taxes.

Article XIV. WITHDRAWAL, TERMINATION, AND DISSOLUTION

1. Withdrawal

A Member may withdraw from LakeComm provided they have been a Member for the minimum required term of five (5) years. Notice must be given at least two (2) years prior to the end of LakeComm's next fiscal year as determined and defined in the Bylaws.

2. Termination

Any Member that meets one or more of the conditions listed below shall be considered to have involuntarily withdrawn from LakeComm and their membership may be terminated. Termination procedures found in the LakeComm Bylaws will begin upon one of the following conditions:

- Nonpayment of fees beyond ninety (90) days; or,
- The refusal or declination of any Member to be bound by any of its obligations under the Agreement or Bylaws; or,
- Refusal of a Member to be bound by policies, procedures, written directives, or standard operating procedures approved by the Member Board, Executive Committee, and/or Executive Director in accordance with the Agreement or Bylaws.

3. Dissolution

If the withdrawal of a Member reduces the number of remaining Members to less than that required to keep LakeComm operational or if four-fifths (4/5) of the full membership of the Member Board vote in the affirmative to dissolve LakeComm, then the Agreement shall terminate and LakeComm as an entity shall be dissolved.

- a. Upon dissolution, and after the payment of all debts, all assets or liabilities of LakeComm shall be proportionately distributed among the Members who had participated in LakeComm more than one (1) year before the dissolution.
- b. Upon dissolution, the proportion of the assets on hand that a Member receives shall be determined by the ratio of its Annual Share payments for the preceding five (5) years to the total payments made by the Members at dissolution during the five (5) years preceding dissolution.

Article XV. BYLAWS

LakeComm shall be subject to and governed by Bylaws. A current version of the approved Bylaws together with any amendments to said Bylaws shall be available to each Member Agency. The original Bylaws shall be approved by a two-thirds (2/3) vote of the full membership of the Member Board within sixty (60) days of the execution of this Agreement.

Amendments to the approved LakeComm Bylaws may be proposed by any Member of the Member Board and require a two-thirds (2/3) affirmative vote of the full membership of the Member Board for approval, unless otherwise defined in this Agreement or the Bylaws.

- a. The proposed Amendment should be submitted to each Member Board representative at least thirty (30) days prior to the meeting of the Member Board at which the proposed amendment is to be considered.

- b. If an Amendment to the Bylaws is approved by a two-thirds (2/3) affirmative vote of the full membership of the Member Board (unless otherwise defined in this Agreement or the Bylaws), the LakeComm Bylaws will be modified.

Article XVI. TRANSITION

Within thirty (30) days after the signing deadline in Article II.1.e of this Agreement, the Public Safety Answering Point (PSAP) Consolidation Committee (PCC) established by a separate Intergovernmental Agreement, is authorized to: (1) facilitate the first meeting and election of the LakeComm Member Board, (2) facilitate the approval of the LakeComm Bylaws by the Member Board, (3) provide a draft LakeComm Executive Director position description and position posting, and (4) provide PCC analysis and documentation supporting LakeComm establishment to include, without limitation, financial estimates and a proposed transition plan. Upon Member Board establishment, approval of the LakeComm Bylaws by the Member Board, and delivery of requested analysis and documentation, the PCC members who are signatories to this Agreement agree to disestablish the PCC.

LakeComm, working closely with the supporting Joint Emergency Telephone System Board (JETSBS), is responsible for defining and coordinating the criteria and timeline to transition operations from individual partner PSAPs to consolidated LakeComm operations.

Article XVII. AMENDING THIS AGREEMENT

If a change to this Agreement is required, the new or amended LakeComm Agreement shall be routed for signature by all the Member Agencies. The Membership section of this Agreement defines the requirements for admission of a new Member Agency.

Article XVIII. MISCELLANEOUS PROVISIONS

1. Conflicts

The Members 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 Members first conducting a mediation. The Members consent to a court dismissing any lawsuit filed without mediation having been first conducted.

2. 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

Establishing

Lake Consolidated Emergency Communications

(LakeComm)

Each Member Agency represents that the signatory executing this Agreement on the Member's behalf is duly authorized to do so and will submit a copy of such authorization (approved ordinance / resolution) with the signed Agreement.

Member Agency: _____

Signed:

Signature: _____

Position: _____

Date: _____

Attest:

Signature: _____

Position: _____

Date: _____