

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

This Intergovernmental Agreement is made and entered into this ____ day of July 2016, and shall be effective as of December 1 2016, 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").

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 Act provides for the oversight and distribution of benefits to eligible veterans, and provides requirements to support salaries, office space and necessary supplies for the administration of the VAC office; and

WHEREAS, the COUNTY and the VAC are desirous of fulfilling their respective responsibilities as set forth in the aforesaid statutes.

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

1.0 VAC RESPONSIBILITIES

The VAC shall provide services and benefits to qualified veterans in Lake County, and/or their families or survivors in fulfillment of the Act. To fulfill its statutory duties, the VAC shall:

- 1.1 Ensure that information related to the eligible veterans program is distributed and that eligible veterans are contacted.
- 1.2 Assist in completion and review of applications for assistance in a timely manner following rules and procedures outlined in the Handbook, Guide of Services Provided Rules and Eligibility Standard ("Handbook"). The Handbook shall contain an exhaustive list of all programs of assistance available to Veterans through the VAC and shall describe in detail all of the eligibility requirements for those programs. The Handbook, and any amendments thereto, shall be subject to the approval of both the VAC Board and the Lake County Board.
- 1.3 Utilize forms as referenced to in the Handbook and as required by the US Department of Veterans Affairs.
- 1.4 Maintain a complete set of Veterans Financial Assistance records on each case that includes all documentation required for a decision on eligibility, and maintained in such a way so as to provide for proper case management and ease of auditing.
 - 1.4.1 Required Documentation such as eligibility documentation shall include, at a minimum, appropriate evidence of the veteran's military service, proof of residency in Lake County, and any other such information as the Act may require and as outlined in the Handbook.

- 1.4.2 Other Documentation: Further documentation may include, but is not limited to, social security numbers, marriage certificates, birth certificates, driver's license numbers, legal decrees and court orders, verification of income, governmental assistance program documentation, history of prior residency in Lake County, case notes, and information on referrals to other assistance programs. These records shall be made available to the COUNTY in order that the COUNTY may fulfill its general financial oversight responsibility over the funds distributed through the VAC.
- 1.4.3 US Department of Veterans Affairs ("VA") Related Documents; Such documents shall be maintained in a secure manner as outlined in the Handbook, per agreement with certifying agencies, and the VA General Counsel.
- 1.5 Follow the Payment and Audit procedures as outlined hereinafter:
- 1.5.1 Payment of Vouchers: All expenses of the VAC and all payments to eligible veterans for assistance shall be authorized by the Superintendent of the VAC and shall be submitted for payment from the Fund 208 (described in Section 2.1 below) through the COUNTY's Accounts Payable system. All vouchers submitted for payment by the VAC or outside service providers shall meet the requirements of the COUNTY's accounts payable system. The payment of the vouchers submitted will be predicated upon the presumption that the individual(s) receiving assistance has/have been properly determined to be eligible under the program, and that administrative costs and salaries are properly allocated to the VAC Program. All payment vouchers submitted through the accounts payable system must be accompanied with a signed statement of claim (bill). Comments of such eligibility and cost allocation will be made during periodic audits of the program.
- 5.2 Purchasing: Purchases of supplies, services, equipment and similar goods in connection with this Agreement shall be subject to the Lake County Purchasing Ordinance and all applicable purchasing laws of the State.
- 1.5.3 Periodic Audits: All amounts paid under this Agreement shall be subject to periodic audits by the COUNTY. These audits shall be performed during normal business hours and as often as deemed necessary by the COUNTY. The COUNTY shall examine and evaluate the records and systems of internal control used by the VAC to determine and account for assistance payments for eligible Veterans, administrative costs, and any other costs related to this Agreement. 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 program eligibility.
- 1.6 Present all payment vouchers to be reviewed by the VAC Superintendent, and in the Superintendent's absence, the County Board Chairperson's designee and the VAC Chairman, in accordance with the rules and regulations approved by the County Board for the dispensation of benefits under the Act.
- 1.7 Adopt an approved set of by-laws that do not conflict with this Agreement or the requirements of the Act.
- 1.8 Adopt an approved program description, stating: eligibility requirements; assistance provided; and operating policies and procedures that do not conflict with this Agreement or the requirements of the Act.
- 1.9 Make every effort to ensure that the VAC office is adequately staffed to provide service during the normal business days and hours of the COUNTY administration building the VAC is situated in.
- 1.10 Share information to the greatest extent feasible with the Health and Community Services Committee and Administrators of General Assistance for each Township to ensure the highest standard of customer service for veterans accessing the programs and services of both entities.
- 1.11 It shall be the responsibility of the VAC to comply with the Illinois Freedom of Information Act and Illinois Open Meetings Act. In accordance with those statutes, the VAC shall maintain their

own FOIA officer and OMA designees. Any litigation arising out of the VAC's action with respect to these acts shall be the responsibility of the VAC. At no time shall the County indemnify the VAC for attorney fees, court costs, or damages arising out of such litigation.

1.12 The VAC shall be responsible for procuring the services of an Illinois licensed attorney to serve as legal counsel for the VAC. The VAC shall be responsible for the payment of fees for any legal services accrued through the course of administering services under the Act, and shall budget for such legal representation accordingly. The VAC acknowledges that the Lake County State's Attorney shall not provide any legal counsel or representation to the VAC, and that under no circumstance shall the County indemnify the VAC for the cost of any legal representation or the costs incurred as a result of litigation in which the VAC is involved.

1.13 The County shall provide worker's compensation insurance coverage for the VAC employees under its worker's compensation insurance policy to the extent applicable under that policy. The VAC shall cover any additional cost in insurance premiums associated with the addition of the VAC to the policy.

1.14 The VAC shall maintain for inspection by the COUNTY an itemized statement or claim for all warrants issued for payment of assistance as approved by the VAC Superintendent, and shall further comply with all rules, regulations administrative procedures or audit reviews as are necessary as approved by the Lake County Board to carry out the spirit and intent of the Military Veterans Assistance Act and as required by Section 9 of that Act. 330 ILCS 45/9.

1.15 Criteria for determining the eligibility of veterans to receive financial assistance from the Veterans Assistance Fund shall be established by agreement between the County and the VAC. Eligibility shall be based on a percentage of the federal poverty level. If the County and the VAC cannot agree on the eligibility criteria then the eligibility for assistance shall be the same as that for receipt of federal low income housing assistance under the Community Development Block Grant program.

1.16 The VAC shall remain responsible for the administration of its funds and accounts other than the Fund 208 described below.

2.0 COUNTY RESPONSIBILITIES

In order to fulfill its statutory duties, the COUNTY shall:

2.1 Appropriate sufficient funds for veteran's assistance to eligible veterans in accordance with the Military Veteran's Assistance Act, 330 ILCS 45/0.01 et seq. ("VA Act") and shall be placed in a separate fund ("Fund 208") for payment of assistance to eligible veterans and the salaries and expenses of the officers and employees of the VAC and any other expenses incident to the administration of such assistance as provided by Section 5-2006 of the Illinois Counties Code, 55 ILCS 5/5-2006. The COUNTY shall administer the Fund 208 consistent with the requirements of the VA Act and Section 5-2006 of the Counties Code.

2.2 Shall provide the VAC with reasonable and adequate office space in the primary administrative building for the County or other mutually agreeable location free of charge in accordance with state statute. The County Board shall also provide for office supplies and furnishings, computer equipment and software, printing services, and postage to the extent provided by law. Any goods

provided by the COUNTY for VAC use shall be made in accordance with the Lake County Purchasing Ordinance and all applicable purchasing laws of the State.

- 2.3 Arrange for the office to be clearly marked as being the office of the Veterans Assistance Commission of Lake County.
- 2.4 Maintain the resources provided pursuant to this Agreement in the same manner and custom as the COUNTY maintains all of its administrative office facilities.
- 2.5 The COUNTY will provide general administrative services in the same manner and custom as it provides to COUNTY Departments including, but not limited to, payroll and health insurance benefits administration, personnel services, purchasing, IT and insurance coverage, and payment of invoices for expenses allowable under the VA Act, all to be paid from the Fund 208. The VAC must meet all of the requirements associated with the use of those services (such as completion of the security framework training and adherence to the County's electronic use policy to utilize IT services).
- 2.6 Provide coverage for the VAC under its general and professional liability insurance policies to the extent applicable 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 for attorney fees or damages arising out of civil litigation or be responsible for punitive damages assessed against the VAC, its agents, officers, or employees, should be included. Furthermore, the VAC shall pay any and all payment of the Self-Insured Retention "SIR" in the event a claim against the insurance must be made.

3.0 COMPENSATION & BUDGET

The COUNTY, in recognition of the VAC's performance of the services and responsibilities delineated in this Agreement, shall provide compensation on the following basis:

- 3.1 The VAC Superintendent and employees required to administer the VAC program, as determined by the County Board, shall be compensated as provided for in the Act and in accordance to established County guidelines. The 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, in accordance with the Act. Employees of the VAC are to be considered employees of the County for the limited purpose of IMRF.
- 3.2 The VAC shall present a budget request to the COUNTY that represents the expenditures for the upcoming fiscal year in accordance with the budget schedule as followed by other COUNTY departments.

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 22nd 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. 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 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.

- 4.4 In the event a dispute between the County and the VAC arises under this agreement, each party shall be responsible for its own attorney fees and court costs.
- 4.5 In the event that the Lake County Purchasing Ordinance interferes or impairs the VAC's ability to perform its lawful duties outlined directly or implied by the ACT, deviations to the Lake County Purchasing Ordinance may be granted by the County Administrator.
- 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.
- 4.7 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 tele copied 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
9th Floor
Waukegan, IL 60085

VAC: Veterans Assistance Commission of Lake County
Attn: Superintendent
20 S. Martin Luther King Jr. Avenue
Waukegan, IL 60085

- 4.8 Since the Lake County State's Attorney cannot provide legal advice to the VAC, the VAC by its signature below acknowledges it has been advised, and has had the opportunity, to review this agreement with outside counsel.

<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.

Aaron Lawlor
Chairman, Lake County Board

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

ATTEST:

Mike Peck _____
County
Carla Wyckoff
Lake County Clerk

Superintendent, VAC Lake