

FIRST DRAFT
INTERGOVERNMENTAL AGREEMENT
REGARDING REGIONAL 911 CONSOLIDATION

This agreement is between the **County of Lake** (“County”), an Illinois body politic and corporate, and its **Lake County Emergency Telephone System Board** organized under the provisions of 50 ILCS 750/1, *et seq.*; the **Lake County Sheriff**; the **City of Waukegan**, an Illinois home rule municipal corporation; the **City of North Chicago**, an Illinois home rule municipal corporation; the **Northeast Lake County Consolidated Joint Emergency Telephone Systems Board**, an Emergency Telephone System Board organized under the provisions of 50 ILCS 750/1, *et seq.*; the **Village of Gurnee**, an Illinois municipal corporation; the **Village of Mundelein**, an Illinois home rule municipal corporation; the **Village of Libertyville**, an Illinois municipal corporation; the **Village of Lincolnshire**, an Illinois home rule municipal corporation; the **Village of Vernon Hills**, an Illinois home rule municipal corporation; the **Vernon Hills/Libertyville/Lincolnshire Joint Emergency Telephone Systems Board**, an Emergency Telephone System Board organized under the provisions of 50 ILCS 750/1, *et seq.*; the **Village of Round Lake Beach**, an Illinois home rule municipal corporation; the **Village of Round Lake**, an Illinois municipal corporation, **CenComm**, an Emergency Telephone System Board organized under the provisions of 50 ILCS 750/1, *et seq.*; 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 **Wauconda Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, *et seq.*; the **Village of Fox Lake**, an Illinois municipal corporation; the **Village of Barrington**, an Illinois municipal corporation, the **Grayslake Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, *et seq.*; and the **Countryside Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, *et seq.*, referred to individually as the “Party” or collectively, as the “Parties”.

Recitals

- a. The Parties have authority to enter into this intergovernmental agreement 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 five years, the County through its 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 911 service.
- c. In April 2017, the County and its ETSB received a report it had commissioned (the “911 Consolidation Report”), which included an assessment of the PSAPs in Lake County and the communities they serve.
- d. The 911 Consolidation Report concluded that dispatch consolidation is a mutually beneficial path for public safety entities in Lake County.

- e. 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.
- f. The recommendations from the 911 Consolidation Report have been shared in numerous meetings with community and public safety representatives, including the Parties to this Agreement, who believe that a more detailed examination is needed to determine what service enhancements, operational efficiencies, and financial savings can be achieved through the regional consolidation of PSAP centers.
- g. The Parties are committed to the next phase of 911 Consolidation efforts in Lake County, Illinois, and for the reasons stated above, finds it is 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 the residents of Lake County.
- h. As the Consolidation efforts in Lake County, Illinois continue, the Parties envision additional municipal corporations and other units of local government will join in this process. Procedures for participation of additional entities is outlined below.

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

Article 1. Financial Contribution; 911 Consolidation Fund.

Prior to signing this Agreement, the Parties to it have made financial contributions held by the County in a segregated fund, which they intend to be used for the purposes set forth below. If additional municipalities, districts, or ETSB's wish to participate in this Agreement, then those entities must first make a contribution substantially similar to the one made by the initial entities to this Agreement. Additional Parties and their required contributions shall be at the discretion of the Policy Committee, as described below. The Parties signing below agree that any entity approved for participation in this Agreement shall be entitled to participate in this Agreement under the terms set forth below.

- 1.1 **911 Consolidation Fund.** The Parties' financial contributions shall be held by the County in a segregated fund (the "Regional 911 Consolidation Fund"). Payments from the Regional 911 Consolidation Fund shall be used for the development of detailed implementation and migration plans. Expected primary expenses are: (a) hiring and paying a Project Manager, who shall be retained by the County as described further below; (b) retaining a Project Consultant (either an individual or a firm) to conduct a detailed consolidation analysis.

The County may administer the Regional 911 Consolidation Fund for paying the Project Manager and Project Consultant according to the contracts that secure their participation. For other expenses directly connected with the Regional 911 Consolidation project, the County may make disbursements from the Fund if the 911 Consolidation Governance Policy Committee (described in Article 2.1.1 below) authorizes the expenditure.

- 1.2 **Financial Oversight.** The County shall administer the Regional 911 Consolidation Fund by applying the financial controls it otherwise uses for other County funds. Additionally, the County will provide the Parties a quarterly report of the balance of the Regional 911 Consolidation Fund and its account activity.
- 1.3 **Reimbursement.** If, upon completing the work described below, the Regional 911 Consolidation Fund contains excess money, then the County shall refund to each Party pro rata an equal proportion of the remaining balance of the Regional 911 Consolidation Fund.

Article 2. Governance Structure.

The Parties to this Agreement envision a collaborative effort that can be described in two phases: “**Phase 1**” will consist of creating a detailed analysis of the costs and benefits of 911 consolidation, and will endeavor to create an implementation plan for consolidated 911 communication services (the “Implementation and Migration Plan”); “**Phase 2**” will consist of executing the Implementation Plan. This Agreement outlines the governance structure for Phase 1 of this two-phase process.

- 2.1 **911 Consolidation Governance Committee.** The Parties will create a 911 Consolidation Governance structure comprised of the following committees:
 - 2.1.1 **Policy Committee:** The Policy Committee shall be comprised of one representative from each Party to this Agreement, as well as an alternate who may serve in the absence of the primary representative. The role of the Policy Committee shall be advisory only, except that the Committee shall have the authority to: (a) approve who the Project Manager and any Project Consultants will be, by a majority vote of the Policy Committee; and (b) authorize additional expenses from the Regional 911 Consolidation Fund that are directly connected with the Regional 911 Consolidation project.
 - 2.1.2 **Operations Committee:** The Operations Committee shall be comprised of one representative from each Party to this Agreement, as well as an alternate who may serve in the absence of the primary representative. The representative should have significant experience in 911 operations. The Operations Committee will be primarily responsible for providing input to the Project Manager and Project Consultant, and for assisting those individuals with gathering the information they require to complete Phase

1 of the 911 consolidation effort. The Operations Committee is authorized to create subcommittees as needed.

- 2.2 **Meetings.** The Governance Committees shall meet periodically to formulate questions and recommendations about consolidating 911 communication services within Lake County into fewer 911 communications centers. The Governance Committees have targeted completing an Implementation Plan in 2019.

The Governance Committees are charged with identifying all major implementation challenges and opportunities associated with 911 consolidation and developing options and solutions for each.

- 2.3 **Open Meetings Act.** The Policy and Operations Committee intend to conduct their meetings in accordance with the procedures set forth in the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* For administrative convenience, the Governance Committee will use Lake County's meeting notice and agenda system, which is currently found at <https://lakecounty.legistar.com>.

2.3.1 Due to the envisioned expansion of participating communities to the 911 Regional Consolidation project and the realities of assembling a quorum of such a large number of members, the quorum for all Policy and Operations Committee meetings shall be set at 11 members, regardless of the size of the Committees.

Article 3. Project Manager and Project Consultant.

Using the money held in the Regional 911 Consolidation Fund, the Parties intend to have the County retain a Project Manager and, separately, one or more Project Consultants. The Parties delegate to the County the authority for conducting the hiring process with support of and representation of at least three members for the Project Manager, 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, using the established purchasing procedures that the County otherwise uses for procuring similar consultants.

- 3.1 **Advice and Consent.** At the conclusion of the process for retaining a Project Manager and, separately, a Project Consultant, the Governance Committees shall be given the opportunity to approve their retention for the purposes set forth in this Agreement. Approval shall be by simple majority vote of the Policy Committee. No money from Regional 911 Consolidation Fund may be spent on either the Project Manager or the Project Consultants unless the Governance Committee approves of their participation in Phase 1. Each approval shall be voted on separately and not dependent on the other.

- 3.1.1 If the County conducts a Request for Proposal (RFP) to choose a Project Consultants, then the Policy Committee can recommend members to participate on the RFP evaluation committee for selecting the Project Consultants.
- 3.1.2 Once approved, the County shall bear the primary role in managing the Project Manager and the Project Consultants, with consultation and direction from the Policy and Operations Committees. This management will be consistent with the manner in which the County otherwise manages similar managers and consultants. Retaining, employing, replacing, disciplining, or terminating either the Project Manager or the Project Consultants shall be performed by the County, without further approvals from the Governance Committee, but any replacement Project Manager or Project Consultants shall be retained in the same was that the initial Manager or Consultant was retained, meaning with the approval of the Governance Committee, as described above.
- 3.2 **Project Manager.** [Description of Role?] Substantially in the form attached as Exh. A.
- 3.3 **Project Consultant.** [Description of Role?] Substantially in the form attached as Exh. B.

Article 4. Miscellaneous Provisions.

- 4.1 **Enforcement.** Each of the Parties represents that the signatory executing this Agreement on the Party's behalf is duly authorized to do so. The Parties stipulate that venue for any disputes under this Agreement shall be exclusively in the Nineteenth Judicial Circuit of Lake County, Illinois.
- 4.2 **Entire Understanding; Amendment.** This Agreement contains the entire understanding of the Parties regarding cost-sharing obligations with respect to *Phase I*, 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.
- 4.3 **Term; Renewal; Execution.** The term of this Agreement shall be two years, with an effective date on the day that the Agreement is signed by last Party to sign it. If a Party signs but fails to date a signature, the date that the County 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.
- 4.4 **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.

Signed:

PARTY1

By_____

Its

Date:_____

PARTY3

By_____

ITS

DATE:_____

PARTY5

By_____

ITS

DATE:_____

PARTY7

By_____

ITS

DATE:_____

PARTY2

By:_____

Its

Date:_____

PARTY4

By:_____

ITS

DATE:_____

PARTY6

By:_____

ITS

DATE:_____

PARTY8

By:_____

ITS

DATE:_____