

INTERGOVERNMENTAL AGREEMENT

An Agreement setting forth the Financial and Administrative procedures for the Solid Waste Agency of Lake County, Illinois (the AGENCY) and the relevant associations with the County of Lake (COUNTY).

WHEREAS, The Intergovernmental Cooperation Act, ~~as amended~~ (5 ILCS 220/1 et. seg., Ill. Rev. Stat., Ch. 127, Par. 741 et seq.); as amended, (the "Coop Act"), authorizes units of local government to exercise and enjoy jointly their powers, by intergovernmental agreements; and

WHEREAS, the Illinois Solid Waste Disposal Act (415 ILCS 10/1 et seg., Ill. Rev. Stat., Ch. 85, Par. 5901 et seq.); as amended) authorizes units of local government, or an agency created by intergovernmental agreement, to specifically prepare a solid waste management plan; and

WHEREAS, the Lake County Solid Waste Management Plan has been prepared and adopted by the Lake County Board on September 12, 1989, in accordance with the Solid Waste Planning and Recycling Act, (415 ILCS 15/1, et seg., Ill. Rev. Stat., Ch. 85, Par. 5951 et seq.); and

WHEREAS, the Lake County Board on September 12, 1989, delegated its authority to implement said plan to an intergovernmental agency made up of Lake County local governments; and

WHEREAS, the Solid Waste Agency of Lake County, Illinois (the AGENCY) was formed by intergovernmental agreement in February, 1991 and tasked to implement said plan; and

WHEREAS, the County of Lake and the AGENCY feel that it is in the best interests of plan implementation to minimize administrative and financial support costs within the AGENCY so as to concentrate on plan implementation; and

WHEREAS, 5 ILCS 220/4, (Ill. Rev. Stat., Ch. 127, Par. 744) of the Intergovernmental Cooperation Act authorizes a Member to provide services and/or personnel for the purpose of operating the AGENCY.

WHEREAS, it is in the best interests of the AGENCY and its Members to use the financial and administrative support services of the COUNTY.

NOW, THEREFORE, the parties on this 14th day of April, 1993, the parties agree as follows:

1. PERSONNEL

- A. The Lake County Department of Human Resources shall, upon request, conduct personnel recruitment for AGENCY staff.
- B. The Lake County Department of Human Resources will act as fringe benefit agent for AGENCY employees. The AGENCY and its employees will pay for fringe benefits in the same ratio as the COUNTY and its employees. ~~Unless otherwise provided, the AGENCY/IMRF contribution shall be~~
- C. ~~The AGENCY employees~~ shall follow the Lake County Personnel Policies and Procedure Ordinance and related regulations, except as specified by the AGENCY Board of Directors. The AGENCY shall note exemptions to the Administrator of the Lake County Human Resources Department.
- D. AGENCY employees shall be considered employees of the COUNTY only for the purpose of fringe benefits, to include IMRF, FICA, unemployment compensation, worker's compensation and health care programs.

2. PURCHASING

- A. The Lake County Purchasing Department shall, upon request, procure goods and services for the AGENCY.
- B. The AGENCY shall adopt the Lake County Purchasing Ordinance and related guidelines, except as specified by the AGENCY Board of Directors.

3. FINANCIAL

- A. The AGENCY shall be part of the Lake County Financial Management System (FMS). All AGENCY funds shall be maintained in a separate fund and managed and kept under the coordinated supervision of the County Administrator, Lake County Treasurer, and the Lake County Director of Finance, and in accordance with the applicable rules and regulations of Lake County and the laws of the State of Illinois. The AGENCY Board of Directors shall direct the expenditure of AGENCY funds for any lawful purpose in accordance with AGENCY policies.

- B. The AGENCY shall undergo a regularly scheduled audit ~~as part of~~ utilizing the Lake/County COUNTY'S public audit ~~through~~ firm.
- C. The COUNTY will provide financial management reports to the Treasurer of the AGENCY.
- D. The Treasurer of Lake County shall account for all receipts on behalf of the AGENCY. The Lake County Treasurer shall report those receipts to the Treasurer of the AGENCY.

4. CENTRAL SERVICES

- A. Printing/Duplication: The AGENCY may utilize the printing/duplication services operated by the COUNTY.
- B. Mail Services: The AGENCY may utilize mail services operated by the COUNTY.
- C. Data Processing: The AGENCY may utilize data processing services operated by the COUNTY.

5. INSURANCE

- A. The AGENCY shall procure insurance for the following risks: Comprehensive general liability; Board and Officer errors and omissions; property; and auto liability. The COUNTY shall be named as an additional insured on all resultant insurance policies.
- B. Worker's compensation and unemployment compensation shall be provided to the AGENCY under the auspices of the COUNTY'S Risk Care Management Program.

- 6. TRANSPORTATION AND PUBLIC WORKS - The Department of Transportation and Public Works may provide survey and minor engineering support to the AGENCY as such support is available.

- 7. PAYMENT FOR SERVICES - The AGENCY shall pay the COUNTY for all services provided (direct and indirect) as billed by the COUNTY. Annually, the COUNTY shall provide an estimate of the costs for services to be provided to the AGENCY.

- 8. SEVERABILITY - If any part or parts of this Agreement shall be held to be unconstitutional or invalid, such determination shall not affect the validity of the remaining parts of this Agreement.
- 9. EFFECTIVE DATE - This Agreement shall be in full force and effect from and after its passage and approval by both parties ~~and as provided by law~~ on May 22, 1993.
- 10. TERM - This Agreement may be terminated by either party upon ninety (90) day written notice.
- 11. COORDINATION - The County Administrator shall coordinate the execution of this Agreement on behalf of the COUNTY. The Executive Director of the AGENCY shall coordinate the execution of this Agreement on behalf of the AGENCY.

LAKE COUNTY

By: Robert W. Depke
 Robert W. Depke, Chairman
 Lake County Board

ATTEST: Linda I. Hess
 Linda I. Hess, County Clerk

SOLID WASTE AGENCY

By: Robert W. Depke
 Robert W. Depke, Chairman
 Board of Directors

ATTEST: Barbara L. Amadei
 Barbara Amadei, Secretary