Agenda Item # 27

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE, A.D., 2007 SESSION

TUESDAY, JUNE 12, 2007

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Law and Judicial Committee and Financial and Administrative Committee present herewith a Joint Resolution authorizing an Intergovernmental Agreement between the Village of Lake Zurich and the County of Lake for the funding of enhanced 9-1-1 wireless emergency telephone call taking service as specified in the attached agreement, and request its adoption.

Respectfully submitted,

	Aye	Nay		Aye	Nay
CHAIR			CHAIR	✓	
VICE CHAIR	✓		VICE CHAIR	✓	
	✓			✓	
	✓			✓	
	✓			✓	
LAW AND JUDICIAL COMMITTEE			FINANCIAL AND ADMINISTRATIVE COMMITTEE		

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LAKE ZURICH AND THE COUNTY OF LAKE FOR THE FUNDING OF ENHANCED 9-1-1 WIRELESS EMERGENCY TELEPHONE CALL TAKING SERVICE

THIS AGREEMENT is made and entered into this 16th day of April, 2007 between the Village of Lake Zurich, a municipal corporation, ("Municipality") and the County of Lake ("County") for the funding of Enhanced 9-1-1 Wireless Emergency Telephone Call-Taking Services.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by public agencies may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, the Municipality and the County are both units of government as defined in the Constitution of the State of Illinois and public agencies as defined in the Illinois Intergovernmental Cooperation Act; and,

WHEREAS, the Municipality is a member of the Lake County Emergency Telephone System Board (the "Lake County ETSB"); and,

WHEREAS, the Lake County ETSB and the Lake Zurich Police Department operate a Public Safety Answering Point (hereinafter referred to as a "PSAP") in the Lake Zurich Police Department's dispatch center (the "Lake Zurich PSAP"); and,

WHEREAS, the Municipality employs call-takers and dispatchers who serve both as 9-1-1 call-takers and dispatchers for the Lake Zurich, Hawthorn Woods and Kildeer (which also covers the Village of Deer Park) Police Departments and the Lake Zurich Fire-Rescue Department which covers all or part of the Villages of Deer Park, Lake Zurich, Hawthorn Woods, North Barrington, Lake Barrington, Kildeer and adjacent unincorporated areas of Lake County; and,

WHEREAS, the Illinois Legislature has mandated that the Lake County ETSB must also provide call-taking services for wireless 9-1-1 telephone calls pursuant to the Wireless Emergency Telephone Safety Act, 50 ILCS 751/1 et seq.; and,.

WHEREAS, Section 751/20 of the act creates the Wireless Service Emergency Fund and provides that grants from such Fund to emergency telephone systems boards may be used only

for the design, implementation, operation, maintenance, or upgrade of wireless 9-1-1 or E9-1-1 emergency services and the PSAPs, and for no other purposes; and,

WHEREAS, 9-1-1 wireless calls are answered by the Lake County ETSB's PSAP located in the Lake County Sheriff's Radio Dispatch Center and then transferred to the appropriate PSAP for further processing of the wireless 9-1-1 call and dispatching; and,

WHEREAS, the parties agree that the Municipality will need to employ additional call-takers or reassign the duties of current employees to staff the Lake Zurich PSAP to handle the influx of wireless 9-1-1 calls and gather the necessary information to then allow the dispatch of the appropriate public safety agency in response to a wireless 9-1-1 call and to provide the emergency services requested; and,

WHEREAS, the payment of salary and expenses for wireless 9-1-1 call-takers only at the Lake County ETSB PSAPs is considered an appropriate expense of wireless surcharge funds pursuant to 50 ILCS 751/20;

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. A portion of the wireless surcharge funds remitted to the Lake County ETSB will be distributed to the Municipality via grants in the form of monthly reimbursement of salary and benefit expenses for 9-1-1 wireless call-taking personnel at the Lake Zurich PSAP.

2. Said grant funds will be paid to the Municipality in monthly payments after the Municipality submits to the Lake County ETSB monthly reimbursement vouchers for Lake Zurich PSAP call-taker salary and benefits, with a written explanation for the basis of the expense.

3. The yearly total sum of said monthly grant payments to the Municipality will not exceed $50,000.00 (fifty thousand U.S. dollars) per annum for each full time equivalent employee (hereinafter referred to as an "FTE") allotted to the Lake Zurich PSAP by the Lake County ETSB.

4. The Lake Zurich PSAP is allotted a maximum of two (2) FTEs, or a maximum of $100,000 per year.

5. The Lake Zurich PSAP's allotment of FTEs will be reviewed by the Lake County ETSB six months after the signing of this Agreement and just prior to the yearly anniversary date of the Agreement thereafter. The Lake County ETSB has the absolute right to change the Lake Zurich PSAP's FTE allotment after 60 days written notice to the Municipality. Any changes or modifications to the Agreement must be in writing and signed by all parties.

6. All wireless 9-1-1 funds must be used by the Municipality solely for the payment of salary and benefit expenditures for Lake Zurich PSAP employees whose job includes receiving wireless 9-1-1 calls and gathering information which will allow the appropriate public safety agency to be dispatched to provide the emergency services requested. These funds shall not be used to compensate personnel for performing functions that are unrelated to the 9-1-1 wireless call-taking function. If an employee spends only a portion of his or her work time performing 9-1-1 call-taking responsibilities, the percentage of the employee's compensation reimbursable by said funds must be in direct proportion to the percentage of his time allocated to wireless call-taking. The Municipality must submit documentation satisfactory to the Lake County ETSB to justify the percentage allocated as calculated by the Municipality. Said documentation must be in substantially the same form as is found in Appendix A to this Agreement as attached and incorporated herein. These funds will not be expended to reimburse employees for time spent dispatching emergency services or providing the emergency services requested. These funds will not be used to enhance current compensation of current employees unless employees are being assigned responsibility for 9-1-1 wireless call-taking in addition to already existing duties.

7. The funds must not be used to supplement or replace any funds that have been or will be budgeted or allocated as part of the Municipality's overall budget for public safety.

8. The Municipality must maintain all financial records related to the receipt of the wireless 9-1-1 funds, the expenditure of the funds and the Municipality's public safety budget and expenditures for at least three (3) years after each payment.

9. The Municipality is subject to audit by the Lake County ETSB to ensure that the wireless 9-1-1 funds are being expended for the appropriate purpose.

10. The County reserves the absolute right to terminate this Agreement at any time but must provide the Municipality with 90 (ninety) days written notice.

11. The terms of this Agreement shall be for one year from April 1, 2007 to March 31, 2008. The Agreement is subject to renewal but the Parties must provide each other with written notice of their intent 60 days prior to the scheduled termination date.

12. Both Parties agree that this Agreement may be extended 60 (sixty) days beyond March 31, 2008 for the purpose of finalizing a new Agreement.

IN WITNESS WHEREOF, the undersigned local governments have set their signatures on the respective dates set forth below.

Village of Lake Zurich
By _____
Title Acting Village President
Date April 17, 2007

Attest by _____
Title Clerk, Village of Lake Zurich
Date 4-16-07

Attest by _____
Title Chief, Lake Zurich PSAP
Date 4-5-07

County of Lake
By _____
Title Chairman
Date _____

Attest by _____
Title Chairman, Lake County ETSB
Date 4/3/07

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APPENDIX A

VILLAGE OF LAKE ZURICH/COUNTY OF LAKE
FOR THE FUNDING OF ENHANCED 9-1-1 WIRELESS
EMERGENCY TELEPHONE CALL-TAKING SERVICE

LAKE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

REIMBURSEMENT EXPENSE RECORD
PERSONNEL SALARY AND BENEFITS

1. Inclusive Dates: _____
Day/Month/Year to Day/Month/Year

2.

Name(s) of Employee(s)	Total Salary or Wages for Inclusive Period	Total Insurance and Other Benefits for Inclusive Period	Percentage of Time Allocated to 9-1-1 Wireless Call-Taking Activities	Total Reimbursable Amount
_____	$_____	$_____	_____	$_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL: $_____

3. Approval Signature

Name_____ Title_____ Date_____

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