Agenda Item # 21

Distribution:
County Board
County Administrator
Sheriff ETSB

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

REGULAR JUNE, A.D., 2008 SESSION

JUNE 10, 2008

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Law & Judicial and Financial & Administrative Committees present herewith a Joint Resolution authorizing a Memorandum of Understanding between the Lake County Sheriff's Office and the County of Lake Emergency Telephone System Board 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
Chairman	✓	
Vice-Chairman	✓	
	✓	
	✓	
	✓	

Law and Judicial Committee

	Aye	Nay
Chairman	X	
Vice-Chairman	✓	
	X	
	✓	
	✓	
	✓	

Financial and Administrative Committee

MEMORANDUM OF UNDERSTANDING BETWEEN
THE LAKE COUNTY SHERIFF'S OFFICE AND THE
COUNTY OF LAKE FOR THE FUNDING OF ENHANCED 9-1-1
WIRELESS EMERGENCY TELEPHONE CALL TAKING SERVICE

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2008 between the, ("the Sheriff") and the County of Lake ("County")for the funding of Enhanced 9-1-1 Wireless Emergency Telephone Call-Taking Services.

WHEREAS, the Lake County Sheriff's Office is a member of the Lake County Emergency Telephone System Board (the "Lake County ETSB"); and,

WHEREAS, the Lake County ETSB and the Lake County Sheriff operate a Public Safety Answering Point (hereinafter referred to as a "PSAP") in the Lake County Sheriff's Emergency Management and Dispatch Center (the "Lake County Sheriff PSAP"); and,

WHEREAS, the Lake County Sheriff's Office employs call takers and dispatchers who serve both as 9-1-1 call-takers for the Lake County ETSB and call-takers and dispatchers for unincorporated 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 Sheriff will need to employ additional call-takers or reassign the duties of current employees to staff the Lake County Sheriff's PSAP to handle and screen the influx of wireless 9-1-1 calls and to transfer the call to the appropriate PSAP or gather the necessary information to then allow the dispatch of the appropriate emergency services; 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 Sheriff via grants in the form of monthly reimbursement of salary and benefit expenses for 9-1-1 wireless call-taking personnel at the Lake County Sheriff's PSAP.

2. Said grant funds will be paid to the Sheriff in monthly payments after the Sheriff submits to the Lake County ETSB monthly reimbursement vouchers for Lake County Sheriff's 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 Sheriff 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 County Sheriff's PSAP by the Lake County ETSB.

4. The Lake County Sheriff's PSAP is allotted a maximum of three and one-half (3.5) FTEs, or a maximum of $175,000 per year.

5. The Lake County Sheriff's 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 County Sheriff's PSAP's FTE allotment after 60 days written notice to the Sheriff. 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 Sheriff solely for the payment of salary and benefit expenditures for Lake County Sheriff's 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 Sheriff must submit documentation satisfactory to the Lake County ETSB to justify the percentage allocated as calculated by the Sheriff. Said documentation must be in substantially the same form as if 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 Sheriff's overall budget for public safety.

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

9. The Sheriff 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 Sheriff with 90 (ninety) days written notice.

11. The terms of this Agreement shall be for one year from June 1, 2008 to May 31, 2009. 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. The Parties agree that this Agreement may be extended 60 (sixty) days beyond May 31, 2009 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.

Lake County Sheriff's Office
By _____
Title Lake County Sheriff
Date _____

Attest by _____
Title Chief Lake County Sheriff's PSAP
Date _____

County of Lake
By _____
Title Chairman
Date _____

Attest by _____
Title Chairman, Lake County ETSB
Date _____

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APPENDIX A

LAKE COUNTY SHERIFF'S OFFICE/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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