

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

This Agreement is between the Village of Lake Zurich, a municipal corporation, (“Municipality”) and the County of Lake (“County”) for the funding of 9-1-1 Emergency Telephone Call-Taking Services. The Agreement will become effective when all the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the date of this agreement.

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 (“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 County ETSB and call-takers and dispatchers for the Lake Zurich, Kildeer, Deer Park and Hawthorn Woods Police Departments, the Lake Zurich Fire Protection District; 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, 50 ILCS 751/20 creates the Wireless Service Emergency Fund and provides that grants from the 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 public safety answering points, and for no other purposes”; 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 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 under 50 ILCS 751/20;

NOW, THEREFORE, THE COUNTY AND THE MUNICIPALITY AGREE AS FOLLOWS:

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

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

4. The Lake Zurich PSAP is allotted a maximum of two FTEs, for a maximum of \$100,000 per year.

5. The Lake Zurich PSAP's allotment of FTEs will be reviewed by the Lake County ETSB just prior to the anniversary of the Agreement. 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.

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 that 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 the funds must be in direct proportion to the percentage of his or her 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. The documentation must be in substantially the same form as is found in Appendix A to this

Agreement. The funds may not be expended to reimburse employees for time spent dispatching emergency services or providing the emergency services requested. The funds may not be used to enhance the current compensation of 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 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 days written notice.

11. The term of this Agreement shall be from June 1, 2011 to May 31, 2013. 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. Any modifications to the Agreement must be in writing and signed by all parties.

13. Both Parties agree that this Agreement may be extended 60 days beyond May 31, 2011 for the purpose of finalizing a new Agreement.

Signature Page Follows.

**Intergovernmental Agreement Between Lake Zurich and Lake County for
Funding Enhanced 9-1-1 Wireless Emergency Telephone Call-Taking Service**

Signed:

VILLAGE OF LAKE ZURICH

By: Suzanne Branding

Title: Village President

Date: 12 July 2011

Attest by: Kathleen Johnson

Title: Clerk, Village of Lake Zurich

Attest by: Pat M. Fiel

Title: Chief, Lake Zurich PSAP

COUNTY OF LAKE

By _____

Title: Chairman

Date: _____

Attest by: [Signature]

Title: Chairman, Lake County ETSB