

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

This memorandum of understanding is between the Lake County Sheriff's Office ("Sheriff") and the County of Lake ("County") for the funding of 9-1-1 Emergency Telephone Call-Taking Services. The memorandum will become effective when all the parties have signed it, and the date this memorandum 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 memorandum.

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 ("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, 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 the PSAPs, and for no other purposes; 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, THE COUNTY AND THE SHERIFF ENTER INTO THIS MEMORANDUM OF UNDERSTANDING TO FACILITATE THE FOLLOWING:

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. The 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 the 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 ("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 at least annually. 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.

6. To comply with the statutes cited above, 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 the funds must be in direct proportion to the percentage of his or her 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. The documentation must be in substantially the same form as found in Appendix A attached to this memorandum. 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 years after each payment.

9. The Sheriff may be audited by the Lake County ETSB to ensure that the wireless 9-1-1 funds are being expended for the appropriate purpose.

10. At its sole discretion, the Lake County ETSB reserves the right to alter the terms of this memorandum of understanding, including eliminating it altogether, but the Lake County ETSB will provide the Sheriff with 90 days written notice before doing so.


11. The Parties shall operate under this memorandum of understanding from June 1, 2011 to May 31, 2013, at which time the memorandum is subject to renewal but the Parties must provide each other with written notice of their intent to renew within 60 days prior to the scheduled termination date.

12. The Parties agree that this memorandum of understanding may be extended 60 days beyond its termination date for the purpose of finalizing a new Memorandum.

13. The Parties acknowledge that this memorandum of understanding memorializes the procedures under which the Parties intend to operate, but that they do not intend it to be interpreted as a contract enforceable in a court of law.

Signed:

LAKE COUNTY SHERIFF'S OFFICE

By: 

Title: Sheriff of Lake County

Date: _____

Attest by: _____


Title: Chief, Lake County Sheriff's PSAP

COUNTY OF LAKE

By: _____

Title: Chairman

Date: _____

Attest by: 

Title: Chairman, Lake County ETSB

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 _____