

Resolution 2006-28

**Resolution to Authorize Intergovernmental Cooperation Agreement for the Provision of Dispatching Services in Hendricks County**

**WHEREAS**, the Public Safety Officials and the Elected Officials of Hendricks County desire to enter into an Intergovernmental Cooperation Agreement which provides for dispatch services for Public Safety;

**AND WHEREAS**, it is in the best interests of all Hendricks County Governmental Entities, and their citizens, to provide for such services;

**AND WHEREAS**, a written agreement between the Governmental Entities is necessary in order to properly delineate the terms and conditions of the provision of dispatch services;

**IT IS, THEREFORE, RESOLVED AS FOLLOWS:**

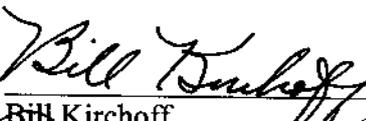
1. The Plainfield Town Council President is hereby authorized, on behalf of the Town of Plainfield, Indiana to enter into the *INTERLOCAL AGREEMENT TO ESTABLISH CONSOLIDATED COMMUNICATIONS CENTER IN HENDRICKS COUNTY*, which is attached hereto as Exhibit A, in order to bind the Town of Plainfield, Indiana to the terms and conditions of said agreement. The Plainfield Town Council President shall also execute all documents necessary to effectuate this agreement.
2. The Plainfield Town Council President will advise the Town Council of the Town of Plainfield, Indiana of the execution of the Interlocal Agreement by the other entities and provide the original agreement to the proper office for the recording of such documents within the entity. The Town of Plainfield Clerk-Treasurer will immediately record the agreement and file the agreement with the State Board of Accounts within sixty (60) days of its recording.

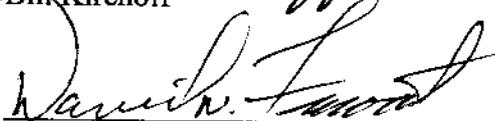
PASSED and ADOPTED by the Town Council of the Town of Plainfield, Indiana this 28<sup>th</sup> day of August, 2006.

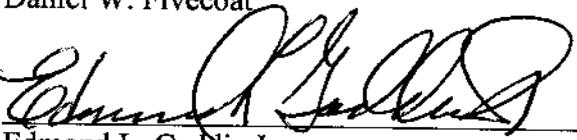
Town Council of the Town of Plainfield,  
Hendricks County, Indiana

  
Robin G. Brandgard, President

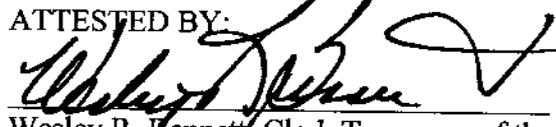
  
Kent McPhail

  
Bill Kirchoff

  
Daniel W. Fivecoat

  
Edmond L. Gaddie Jr.

ATTESTED BY:

  
Wesley R. Bennett, Clerk Treasurer, of the  
Town of Plainfield, Indiana

INTERLOCAL AGREEMENT TO  
EASTABLISH CONSOLIDATED COMMUNICATIONS  
CENTER IN HENDRICKS COUNTY

PARTICIPATING TOWNS, TOWNSHIPS AND COUNTY OF HENDRICKS  
COUNTY INDIANA TO PROVIDE FOR A CONSOLIDATED COMMUNICATIONS  
CENTER

WHEREAS, there is a recognized need for and will be significant benefit derived from, a consolidation of the dispatching of police, fire and rescue services of the Towns, Townships and County governmental units of Hendricks County.

WHEREAS, the participating units of local government in Hendricks County are interested in combining their respective resources into a joint venture to combine and consolidate the dispatching of police, fire and rescue services and providing for the effective and efficient operation of such a venture.

NOW THEREFORE BE IT AGREED by all participating governmental entities of Hendricks County to enter into an Interlocal Cooperation Agreement, pursuant to I.C. 36-1-7, to provide for the acquisition, equipping, operation and maintenance of the Consolidated Communications Center hereinafter referred to as the Center according to the following terms and conditions:

**I. DURATION OF AGREEMENT**

This Interlocal Agreement is between all participating governmental entities of Hendricks County and shall commence upon execution of this Agreement and shall continue indefinitely unless terminated by the Parties or the Governing Board as hereinafter provided.

**II. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to provide a method to fund the acquisition, equipping, operation and maintenance of the Center and to provide for the ongoing management of said Center to improve Interoperability between departments, improve public safety, and communications.

**III. ESTABLISHING AND MAINTAINING THE INITIAL BUDGET AND PROVIDING FOR THE INITIAL FINANCING, STAFFING AND SUPPLIES**

The Governing Board shall be responsible for establishing and maintaining a budget for the Center, subject to the approval of the Plainfield Town Council until the Center is legally established and has received accreditation, with a goal for Accreditation completion by January 1, 2009. Funding for the purchase of a building and the equipment needed to begin the operation of the Center shall be as follows:

- A. FACILITY – Plainfield will be responsible for providing a suitable building or adequate space as defined by the Governing Board for the efficient operation of the Center. Plainfield will retain ownership of and be responsible for the ongoing maintenance of the building.
- B. EQUIPMENT – All new equipment needed to commence operation of the Center will be acquired with 911 fees collected from telephone users in Hendricks County. The Governing Board will determine the acquisition of the equipment and associated software needed for the Center. The equipment will be owned by the Center and upon termination of this agreement, will be distributed or otherwise disposed of as provided herein.
- C. PERSONNEL – The Governing Board shall establish the requirements for the position of Director. After the Governing Board hires a Director, the Director shall prepare a recommended transition plan whereby personnel from the four existing dispatching centers are brought together to work at the Center. Also, the Director shall

prepare recommendations regarding salaries and benefits for the Center employees. After the Governing Board receives and considers the Director's recommendations, the Governing Board will adopt a transitional plan and a personnel policy to include, but not limited to a salary schedule and a benefits program.

D. SUPPLEMENT – In the event that the 911 monies are insufficient for the operation of the center then the participating jurisdictions of Avon, Brownsburg, Danville, Plainfield and the County will supplement the funding. As outlined in the Consolidated Communications Proposal, Brownsburg Police and Fire, Avon/Washington Township Police and Fire, Danville Police and Fire, Plainfield Police and Fire and the Hendricks County Sheriff's Department would provide an amount equal to their 2006 Dispatch Budgets plus 5%. The Governing Board will immediately cause an annual budget to be developed and adopted. The Governing Board will then determine the funding required to operate the Communications Center.

The Governing Board will then be responsible for determining the funding sources available for future budget years. Example: The allocation of contributions could be based on the proportion to the population of those service areas as determined by the recent US Census; Number of subscribers using the system; Number of runs by agency.

#### IV. ADMINISTRATION OF AGREEMENT

The operations of the Center will be directed by two boards – a Governing Board and an Operational Board. The Governing Board will be made up of elected officials and the Operational Board will be made up of representatives from the various public safety departments. Initially the Governing Board will work with the Plainfield Town Council to oversee the Center. The Plainfield Town Council will transition this oversight to the Governing Board as soon as the center is legally established and passes Accreditation.

A. GOVERNING BOARD – A governing board will be established to create a separate legal entity and to become the final authority for the center. In the interim the Plainfield Town Council will govern the Center and will receive recommendations from the Governing Board before making any policy decisions regarding the Center. In the event the Plainfield Town Council would make any decision that is contrary to the recommendation of the Governing Board, the Plainfield Town Council agrees to hold a workshop or other meeting with the Governing Board to discuss the proposed action and the basis for their action contrary to the Governing Board. This interim governing authority of Plainfield will continue until the Center has been legally established and passes Accreditation at which time the Governing Board will assume all authority over the Center and sign a lease with the Town of Plainfield for use of the facility. The Governing Board will be made up 7 members; 1 member of the of the Plainfield Town Council, 1 member of the Hendricks County Commissioners, 1 member of the Danville Town Council, 1 member of the Avon Town Council, 1 member of the Brownsburg Town Council, while the Hendricks County Trustees shall select 1 Trustee and the Town Councils with a population less than Danville shall select 1 council member from said Towns to serve on the Governing Board. All appointments to the Governing Board shall be at the discretion of the respective Parties and shall be made on a 4 year term basis. The Director and the Plainfield Chief of Police will attend Governing Board meetings on a non-voting, advisory basis.

B. OPERATIONAL BOARD – An operational board will be established to provide operational policies for the Center in cooperation with the Director. The Governing Board in cooperation with the participating jurisdictions shall appoint the Operational Board members. The Operational Board shall be composed of 7 members and the Director will serve as a non-voting member. The composition of the board will be of 2 police chiefs, 2 fire chiefs, 1 Sheriff's representative, the EMA Director, 1 police department representative from a town with a population less than Danville and 1 rural fire department representative. The Governing Board shall vote to elect the members of the Operations Board with a majority vote needed. Members of the Operational Board will serve a term of 2 years, with unlimited term limits.

## V. ONGOING FUNDING FOR FACILITY, EQUIPMENT MAINTENANCE REPAIR AND REPLACEMENT AND PERSONNEL EXPENSE

The ongoing revenues for funding the Center will primarily be from 911 funding and fees obtained from the local jurisdiction using the dispatch services.

A. 911 FUNDING – To the extent that state law permits, 911 fees shall be utilized to purchase equipment and for the operation and/or maintenance of the Communications Center; it is hereby agreed that the 911 fees collected shall be applied to the costs of operating and maintaining the Center.

B. The Town of Plainfield Clerk-Treasurer is delegated the duties to receive, disburse and account for all monies of the joint undertaking.

## VI. POWERS AND DUTIES

This Interlocal Agreement shall be administered and amended by the Governing Board. The Governing Board shall have the following powers and duties.

A. Enforcement – All powers of law or in equity necessary to carry out the provisions of this agreement and to enforce its terms.

B. CONTRACTS – The power to enter into contracts in furtherance of this agreement.

C. RELIEF – The power to seek legal or equitable relief against third parties.

D. TERMINATION – The power to terminate this agreement.

## VII. ACQUISITION, OWNERSHIP AND DISPOSAL OF REAL AND PERSONAL PROPERTY

Real estate and personal property will be acquired, held and disposed of as follows:

A. REAL ESTATE – Any real estate acquired shall be purchased by the Center and will remain the sole property of the Center. In the event of the disposal of any real estate utilized in this joint venture, the Center shall be entitled to any and all proceeds from any sale.

B. PERSONAL PROPERTY – Personal property will be acquired with 911 fees. All personal property so acquired will be owned by the Center. Personal property that has become obsolete or unusable due to age or condition will be disposed of as provided under Indiana law governing disposal of property by public entities. Existing property purchased and used by any entity shall remain the property of the purchasing entity. An inventory of all equipment shall be maintained and kept current by the Director.

## VIII. AGREEMENT TO SUPPORT LEGISLATION

All parties agree to support the following legislation:

A. To recognize a Consolidated Communications Center as a separate legal entity utilizing 911 funds and,

B. To add all electronic devices capable of communicating with 911 services to the 911 tax.

## IX. TERMINATION

This agreement may be terminated by giving twelve (12) months written notice to all other parties of said party's intent to terminate.

This agreement may be terminated by any signatory, including the Governing Board. Termination by the Governing Board shall require at least five (5) of the seven (7) members of said Governing Board to vote in favor of terminating this agreement. In such event, said Governing Board shall formulate a plan which shall provide for the disposal of personal property and, if necessary, the separation of operations so as not to disrupt the provision of emergency services to the citizens of Hendricks County.

In the event of termination of this agreement by any signatory, this agreement will remain effective for the balance of the signatories. The terminating signatory shall be reimbursed for its share of the real and personal property over a term that is agreeable to all parties.

In the event of the termination of this agreement by Governing Board, the real and personal property acquired in furtherance of this agreement shall be disposed of by fair and equitable division between all participants.

IN WITNESS WHEREOF, (signature section)