

1 BILL NO. R-12-10-19

2 RESOLUTION NO. R-_____

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4 A RESOLUTION OF THE COMMON COUNCIL
5 OF THE CITY OF FORT WAYNE, INDIANA,
6 APPROVING THE AMENDED INTERLOCAL
7 COOPERATION AGREEMENT FOR THE
8 OPERATION OF A JOINT COMMUNICATIONS
9 DEPARTMENT BETWEEN THE BOARD OF
10 COMMISSIONERS OF THE COUNTY OF
11 ALLEN, INDIANA, AND CITY OF FORT WAYNE,
12 INDIANA.

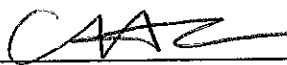
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14 NOW, THEREFORE, BE IT RESOLVED BY THE COMMON
15 COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

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17 SECTION 1. The Common Council of the City of Fort Wayne,
18 Indiana, hereby ratifies and approves the Amended Interlocal Cooperation
19 Agreement for the Operation of a Joint Communications Department
20 between the Board of Commissioners of the County of Allen, Indiana, and
21 the City of Fort Wayne, Indiana. Said Amended Interlocal Cooperation
22 Agreement is attached hereto, marked Exhibit "A" and made a part hereof.

23
24 SECTION 2. That this Resolution shall remain in full force and effect
25 from and after its passage and any and all necessary approval by the Mayor.

26 _____
27 Council Member

28 APPROVED AS TO FORM AND LEGALITY

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30 

Carol Helton, City Attorney

AMENDED INTERLOCAL COOPERATION AGREEMENT FOR THE
OPERATION OF A JOINT COMMUNICATIONS DEPARTMENT FOR THE
BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN AND
THE CITY OF FORT WAYNE

This Amended Interlocal Cooperation Agreement ("Agreement") is entered into this _____ day of October, 2012, by and between the Board of Commissioners of the County of Allen, Indiana and the Mayor of the City of Fort Wayne, Indiana and is made pursuant to Indiana Code 36-1-7, *et seq.*

WHEREAS, the Board of Commissioners of the County of Allen, Indiana ("County Commissioners") and the Mayor of the City of Fort Wayne, Indiana ("Mayor"), did previously enter into an Interlocal Cooperation Agreement on the 19th day of February, 2010 for the operation of a joint communications department; and

WHEREAS, the County Commissioners are the executive body for Allen County, Indiana ("County"); and

WHEREAS, the Mayor is the executive for the City of Fort Wayne ("City"); and

WHEREAS, the City and the County believe it is in the best interest for the safety and welfare of the citizens and taxpayers of the City and County to amend the Interlocal Cooperation Agreement to better reflect the operations of the joint communications department.

NOW THEREFORE, the County and the City do hereby agree as follows:

1. Continuation of Consolidated Communications Partnership. The existing Consolidated Communications Partnership of Allen County, Indiana and the City of Fort Wayne ("CCP") created to provide for centralized communications services for certain County governmental offices, certain City governmental offices, and such other governmental and emergency communications as shall be authorized by the CCP is hereby continued. This Agreement shall become affective upon the execution and approval as required by I.C. § 36-1-7, *et seq.* The term of this Agreement shall be three (3) years from the date as finally approved and

set forth above and shall be automatically renewed for successive three (3) year terms unless terminated earlier under Section 7(B) or 10 of this Agreement.

2. New Multiple Agency Communications Partnership ("MACP"). The New MACP as structured in the Agreement of February 19, 2010 shall remain in place.

3. Operations Board. A joint Operations Board ("Operations Board") shall be established pursuant to I.C. § 36-1-7-3(5)(B) to oversee and administer the CCP. The Operations Board shall be comprised of the Allen County Sheriff, a member of the County Commissioners, the Chief of Police for the City of Fort Wayne and the Chief of the Fire Department for the City of Fort Wayne. A member of the Board may designate a proxy person from the same unit of government to attend a Board Meeting from time to time.

4. Powers. The CCP, through its Operations Board, shall have the following powers:

A. Finance, purchase, acquire, lease, erect, install, construct, equip, upgrade, operate and maintain facilities and equipment for CCP.

B. Sue, be sued, plead and be impleaded.

C. Condemn, appropriate, lease, rent, purchase and hold any real or personal property needed or considered useful in connection with facilities and equipment for CCP.

D. Acquire real or personal property by gift, devise, or bequest, and hold, use, or dispose of that property for purposes authorized by this chapter.

E. Appoint the Executive Director who shall serve at its pleasure.

F. Terminate the Executive Director's employment at any time with or without cause.

G. Appoint, promote, demote, discipline, and terminate all employees of the CCP upon recommendation by the Executive Director.

H. Make and enter into all contracts and agreements necessary or incidental to accomplishing the purposes of the agency.

I. Enter into a Merger Agreement with the current Fort Wayne-Allen County MACP to consolidate the communication activities, funding and oversight of Communications specified in the existing MACP Agreement.

5. Meetings. The Operations Board shall meet on a monthly basis. Special meetings of the Operations Board may be called: (a) by the Executive Director; (b) or at the request of any member of the Operations Board.

6. Personnel.

A. All employees of the joint communications department shall be employees of the CCP and shall be subject to all policies, benefits and pay as determined by the CCP and shall adopt branding separate and distinct from the City or County. The Executive Director of the CCP and any successor shall be interviewed and hired by the Operations Board. Any appointment, promotion, demotion, suspension, or termination of any CCP supervisory/administrative staff shall have a formal review conducted by the Operations Board.

B. The Operations Board shall structure a benefit package as it deems appropriate and apply same to all employees.

7. Budget and Finance.

A. Annual Budget. The Operations Board, upon recommendation by its Executive Director, shall prepare an annual budget and salary ordinance for the operation of the CCP which shall be submitted to the City and County executives for review and approval and thereafter submitted to the City Council as required by applicable statutory procedures for their approval. County Council shall appropriate the County General Funds and the Allen County 911 Fund fees to the CCP for its annual budget. Revenue required to fund the approved annual

budget shall come from Allen County 911 Fund wired and wireless 911 fees as authorized by I.C. § 36-8-16.7-38(a), (f) and annual appropriations of the City and County Councils (non-911 sources) in accordance with this section for any funds necessary for the approved CCP annual budget, including any expenses for items limited by I.C. § 36-8-16.7-38(b). If 911 surcharges and contributions made by the respective parties are not sufficient to cover the requested budget, either the budget will be reduced, the parties may elect to contribute funds from other sources or either party may elect to terminate this Agreement. The 2013 budget form is attached hereto and made a part hereof and marked "Exhibit A". The Executive Director shall work with the City Controller and the County Auditor to ensure that the proper budget approvals have been completed on a timely basis, and to ensure coordination and communication between City and County budget requirements.

The Allen County 911 Fund currently has a balance of pre-July 1, 2012, E911 fees in excess of \$2 million which the parties intend to use for the renovation and leasehold improvements for the proposed 911 Center and the proposed new telephone system for the CCP as authorized by Indiana law. The 911 fees received from the State of Indiana from and after July 1, 2012, will be utilized for the purposes set forth in I.C. § 36-8-16.7-38.

Capital Expenditures for Project 25 infrastructure, proposed CCP new telephone system to be purchased in 2012-2013, and 911 Center leasehold improvements to be paid by the City and County from General Fund revenues, if any, shall be paid fifty percent (50%) by the City and fifty percent (50%) by the County as required.

B. 911 Fees. The County shall cause all wired and wireless 911 fees received after July 1, 2012, by it in the Allen County 911 Fund to be transferred to the CCP, except that amount owed to the City of New Haven, Indiana. This transfer of 911 funds to the CCP shall occur upon receipt of funds from the State of Indiana as approved by the CCP annual budget and

appropriation procedures in accordance with standard claims procedures.

C. Contribution of Parties. After the CCP subtracts the transferred 911 fees from the total approved budget, the City and County shall contribute to the balance required to fund the approved annual budget of the CCP from non-911 resources according to the following percentages (“Allocation Percentages”):

2013 Budget:

County – 20%

City – 80%

These percentages are consistent with the actual contributions of the parties in 2011, and are consistent with projected 2012 call volume. Future Allocation Percentages (2014 budget and beyond) shall be based upon an a twelve-month calendar-year analysis of call volume statistics and shall be reviewed and adjusted on an annual basis, beginning with the use of year-end data for 2012 as the basis for determining the Allocation Percentage for fiscal year 2014. For purposes of analyzing call volume, a “call” shall be defined to include any police dispatch call, any fire dispatch call, any E911 call, and any non-emergency call coming in to the 911 Dispatch Center.

Capital Expenditures for Project 25 infrastructure, proposed CCP new telephone system to be purchased in 2012-2013, and 911 Center leasehold improvements to be paid by the City and County from General Fund revenues, if any, shall be paid fifty percent (50%) by the City and fifty percent (50%) by the County as required.

If there is a budget surplus in any fiscal year, the surplus shall be carried forward to fund the next fiscal year’s annual budget for the CCP as authorized by I.C. § 36-8-16.7-38. The surplus amount shall be allocated toward the City’s and County’s next annual budget obligation consistent with the required Allocation Percentage in effect for the year in which the

surplus was generated.

D. Management of Funds. The County of Allen shall maintain the 911 fee collection and disbursement of such funds from the Allen County 911 Fund. When disbursed to the CCP said funds shall not be expended on anything other than the operations and capital expenditures of the CCP as authorized by I.C. § 36-8-16.7-38, except to the extent they are granted to other units of government prior to 2009, in which case, said allocation shall remain at the 2008 level. The City Controller shall have the duty and responsibility to receive, disburse and account for all monies of the CCP, in accordance with procedures adopted by the City for the receipt and payment of vouchers or claims. The City Controller shall invoice the County quarterly for the County's share of budgeted dollars for the operations and capital expenditures as well as other costs as agreed upon by the Operations Board. Payment of the County's share of the expenses shall be made to the City within thirty (30) calendar days of receipt of the quarterly billing.

E. Indemnity and Hold Harmless. City shall be responsible for all contractual, employment, federal civil rights or Indiana tort claims, civil claims or other liabilities incurred or accrued by the City prior to the Commencement Date (the hiring date of the first director) and indemnify and hold harmless the County and the CCP for all such costs, attorney fees, damages or sums due for all such claims or liabilities. County shall be responsible for all contractual, employment, federal civil rights or Indiana tort claims, civil claims or other liabilities incurred or accrued by the County prior to the Commencement Date, and indemnify and hold harmless the City and the CCP for all such costs, attorney fees, damages or sums due for all such claims or liabilities.

8. Property. To the extent necessary for the operation of the CCP, the County and the City shall transfer to the CCP such equipment and tangible personal property as may be

necessary and which will be used by the CCP for the joint benefit of the County and the City. The transferring party shall retain title to such property, but the CCP shall be entitled to use such property for the term of the Inter-Local Agreement. Property acquired by the CCP shall be owned by the County and City in accordance with a percentage based on each party's contribution of non-911 surcharge funds after the Commencement Date as compared to the total contribution by both parties (the "allocation percentage") as set forth in Section 7(A), (C) hereinbefore. All property used only by one of the parties, such as radios and other equipment, will remain the property of the using party, and will remain the responsibility of the using party, the cost of which will not be included in the budget of the CCP. In the event this Agreement is terminated, property purchased from the funds budgeted by both the City and County to support the operation of the CCP after the Effective Date of this Agreement shall be appraised by a qualified licensed appraiser mutually selected by the City and County and shall revert to the City and County based upon contributions by the City and County. If the City and County are unable to agree upon a division of property then the property shall be sold as provided by law and the net proceeds divided between the City and County based upon contributions by the City and County.

9. Benchmarking. Benchmarks shall be established by the Operations Board for the purpose of determining the effectiveness of the organization. Said benchmarks may include but not be limited to:

- A. Number of Calls received
- B. Number of runs dispatched
- C. Speed of response
- D. Budgetary efficiencies

Benchmarks shall be re-evaluated annually by the Operations Board and adjusted to meet the future goals and objectives of the agency.

10. Amendment of Agreement. Either City or County may terminate this Agreement upon one (1) year written notice to the New MACP, Operations Board and non-terminating party. This Agreement may not be amended except by a written amendment executed and approved by both City and County and as required by Indiana law.

11. Dispatch Protocol. The Sheriff, Fire Chief and Police Chief shall have the right to change current dispatch protocol without approval of the Operations Board if said change does not result in an increase in operating costs to the CCP or the requesting agency covers the cost of same.

THE CITY OF FORT WAYNE

By: _____

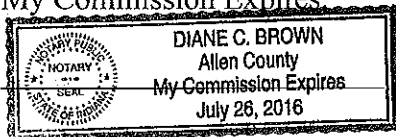
Thomas C. Henry, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

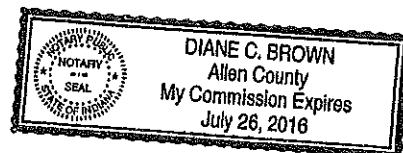
Before me, the undersigned, a Notary Public in and for said County and State, this 18th day of October, 2012, personally appeared Thomas C. Henry, Mayor of the City of Fort Wayne, and acknowledged the execution of the foregoing Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Dated this 18th day of October, 2012.

My Commission Expires:



Diane C. Brown
_____, Notary Public
Resident of _____ County, Indiana



THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

Linda K. Bloom

Therese M. Brown

F. Nelson Peters

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of October, 2012, personally appeared Linda K. Bloom, Therese M. Brown and F. Nelson Peters, The Board of Commissioners of the County of Allen, Indiana, and acknowledged the execution of the foregoing Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Dated this ____ day of October, 2012.

My Commission Expires:

_____, Notary Public
Resident of _____ County, Indiana

THE COMMON COUNCIL FOR THE CITY OF FORT WAYNE, INDIANA

Marty Bender, President

Dr. John Crawford, City Council Member

John H. Shoaff, City Council Member

Tom Smith, City Council Member

Russ Jehl, City Council Member

Glynn A. Hines, City Council Member

Thomas F. Didier, City Council Member

Mitch Harper, City Council Member

Geoff Paddock, City Council Member

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of October, 2012, personally appeared Fort Wayne Common Council Member(s) _____, and acknowledged the execution of the foregoing Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Dated this ____ day of October, 2012.

My Commission Expires:

_____, Notary Public
Resident of _____ County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of October, 2012, personally appeared Fort Wayne Common Council Member(s) _____, and acknowledged the execution of the foregoing Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Dated this ____ day of October, 2012.

My Commission Expires:

_____, Notary Public
Resident of _____ County, Indiana

THE COUNTY COUNCIL FOR ALLEN COUNTY, INDIANA

Kevin M. Howell, County Council Member

Thomas A. Harris, County Council Member

Robert A. Armstrong, County Council Member

Larry L. Brown, County Council Member

Roy A. Buskirk, County Council Member

Darren E. Vogt, County Council Member

Paul G. Moss, County Council Member

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of October, 2012, personally appeared Allen County Council Member(s) _____, and acknowledged the execution of the foregoing Agreement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Dated this _____ day of October, 2012.

My Commission Expires:

_____, Notary Public
Resident of _____ County, Indiana

Consolidated Communications Partnership
2013 Budget
For the period of January 1, 2013 thru December 31, 2013

Revenues

<u>General Fund Contributions</u>			
County - 20%	\$	870,486	
City - 80%	\$	<u>3,481,945</u>	\$ 4,352,431
<u>911 Fees</u>			<u>\$ 2,370,232</u>
Total CCP Revenue for 2013		\$	<u>6,722,663</u>

Expenditures

CCP 5100 Series	\$	5,695,052	
CCP 5200-5400 Series	\$	<u>1,027,611</u>	
Total CCP Expenses for 2013		\$	<u>6,722,663</u>
Amount Under (Over) Budget		\$	<u>-</u>