

INTERLOCAL AGREEMENT BETWEEN HAMILTON COUNTY, INDIANA AND  
THE CITY OF WESTFIELD, INDIANA, REGARDING A SERVICE AGREEMENT  
CONCERNING E-911 AND EMERGENCY DISPATCH SERVICES

WITNESS THAT:

WHEREAS, Hamilton County, Indiana, (“the County”) operates a public safety answering point at the Hamilton County Communications Center (“County Communications Center”), for the purposes of receiving E-911 calls, receiving other requests for public safety services and dispatching emergency services (collectively hereinafter referred to as “E-911 Services”) for all police and fire agencies in Hamilton County, other than the Carmel Police and Fire Departments, the Westfield Police and Fire Departments, and the Noblesville Police and Fire Departments; and

WHEREAS, the City of Westfield (“City”) has an existing Agreement with Noblesville for Noblesville to provide E-911 services to the City from the County Communication Center as part of the partially integrated E-911 and dispatch system which serves all of Hamilton County; and,

WHEREAS, the Hamilton County Council has passed an ordinance imposing a county wide enhanced emergency telephone system fee to collect the land line fees pursuant to Indiana Code 36-8-16-7 and those fees are to be included in the E-911 fees to be distributed by the State of Indiana; and

WHEREAS, the County Communication Center, located at the Hamilton County Sheriff’s Complex, has a sufficient number of consoles, dispatch equipment, and other computer hardware and software to provide all E-911 Services for all of the public service agencies within the County; and

WHEREAS, both the County and City anticipate the total consolidation of County E-911 Services at the County Communication Center beginning September 1, 2012, under the supervision of the Communications Director. The consolidation of services will provide enhanced emergency service and reduced costs to all citizens of Hamilton County; and

WHEREAS, the County and City believe that it is necessary to maintain a manned Secondary Communication Center in case of a temporary interruption of E-911 Services at the County Communication Center; and

WHEREAS, Carmel has entered in an Agreement for participation in the operation of the County Communication Center; and

WHEREAS, it is anticipated that Fishers and Noblesville will be entering into an agreement for participation in the operation of the County Communication Center within thirty (30) days of approval of this Agreement; and

WHEREAS, the County and the City anticipate continuing efforts within the Indiana General Assembly to limit each County to one PSAP and one back-up 911 Center; and,

WHEREAS, the County and the City are desirous of entering into an agreement to provide for the citizens of the City to receive E-911 and dispatch services from the County Communication Center and to define the mutual rights and responsibilities of the City and County in staffing, operating, and funding the operation of the County Communication Center.

IT IS HEREBY AGREED by the parties as follows:

1. The following terms used in this Agreement shall be defined as follows:
  - a. Carmel Communications Center means the Communications Center located at 31 1<sup>st</sup> Avenue NW, Carmel, Indiana 46032.
  - b. Communication Operations Board. The membership of the Communication Operations Board is described in Section 6(a) of this Agreement.
  - c. Communication Department means the Hamilton County Communication Department established by the Board of Commissioners of Hamilton County pursuant to Ordinance 9-12-11-A, which Department is to operate the County Communication Center and the manned Secondary Communication Center.
  - d. Communication Department Budget means the annual budget for all expenses of the County Communication Center and the manned Secondary Communication Center (hereinafter referred to within

this definition section collectively as the “Communications Department”), which budget shall include, but is not limited to, the following:

- i. Payment of all County employees of the Communications Department, including those benefits paid to County Employees pursuant to the County Personnel Policy.
- ii. Payment of the costs of maintaining and replacing the equipment of the Communication Department, subject to any exclusion within this Agreement.
- iii. A reasonable annual deposit into a sinking account to be used to fund future anticipated repairs and replacement of equipment of the Communication Department, subject to any exclusion within this Agreement.
- iv. Lease payments for long term leases on existing and replacement equipment of the Communication Department, subject to any exclusion within this Agreement.
- v. The maintenance and replacement of the consoles, furniture, monitors, computers, and dispatch hardware, within the offices, break room, and all other parts of the building or buildings which contain the employees and equipment of the Communication Department, subject to any exclusion within this Agreement.
- vi. The proportional part of the utilities and maintenance costs of the part of the County Sheriff Offices and Jail Complex used for the County Communication Department.
- vii. The costs of the maintenance and replacement of all software necessary and desirable for the Integrated System, including all licensing fees.

- viii. The costs of the maintenance and/or replacement of all towers and relocated equipment which are used as part of the Hamilton County Integrated Communication system, other than replacement of the tower located within downtown Carmel, which costs are to be fully paid by Carmel in the event Carmel elects to remove or relocate that tower.
- e. Communication Director means the Director of the Hamilton County Communication Department.
- f. Communication Equipment means all buildings, towers, equipment, furniture, and software used by the Communication Department to receive E-911 service and to dispatch those calls to the appropriate public safety providers, subject to any exclusion within this Agreement.
- g. Contracting Agency means Hamilton County, Carmel, Fishers, Noblesville and/or Westfield if the above municipalities and the County have an agreement similar to this Agreement which provides for the County, acting through the Communication Department, to provide 911 and dispatch services for the municipality.
- h. County Communication Center means the portion of the Hamilton County Sheriff's Offices at 18100 Cumberland Road, Noblesville, Indiana, used to receive E-911 calls and to dispatch emergency services, including all clerical, support, and supervisory staff.
- i. E-911 Fund means a non-reverting fund maintained by the Hamilton County Auditor to hold, receive, and disburse funds appropriated by the Hamilton County Council from the County General Fund and payments from any Contracting Agency. The E-911 Fund shall only be used to pay the costs set out in the Communication Department Budget.

- j. E-911 Enhanced Account means the account maintained by the Hamilton County Auditor for the deposit of Enhanced Emergency Telephone Service (land line) Fees to be used to pay part of the expenses of the Communication Center and Enhanced Emergency Telephone System.
- k. E-911 Fees means any monthly telephone access charges received by the County, or distributed by the State of Indiana, which are designated to pay all or part of the costs of an enhanced emergency telephone system.
- l. E-911 Services means the receipt of E-911 calls, calls requesting public safety services and dispatching calls for emergency services, including the maintenance of all equipment necessary and desirable to perform such services plus all support, managerial and clerical staff necessary to accomplish said public safety services.
- m. Integrated System means all equipment of all types used by County to receive E-911 service, and to dispatch said calls to the public service providers in County, whether or not the unit of government is a Contracting Agency as defined within this Agreement, including the City Fire and Police Departments.
- n. Personnel Policy means the Personnel Policy of County as set out in the latest version of the County Employee Handbook as amended.
- o. Pro Rata Shared Expenses means each Contracting Agency's annual portion of the Shared Expenses as calculated in Section thirteen (13) and Section fourteen (14) below.
- p. PSAP means the County Communication Center and any manned Secondary Communication Center which is part of the Integrated System.

- q. Secondary Communication Center means the Carmel Communication Center or such replacement center approved by the Communication Operation Board.
- r. Shared Expenses means the portion of the annual Communication Department Budget which is not funded by E-911 Fees and is divided among the Contracting Agencies pursuant to Section eleven (11) of this Agreement.
- s. Small Towns means Cicero, Arcadia, Sheridan, and Atlanta.

2. On September 1, 2012, the County shall provide E-911 Services for the City. The County will pay all costs, and dispatch said services for the City. The County will provide all maintenance and/or replacement of all equipment used by the Communication Department at the County Communication Center and the City Communication Center as part of the Integrated System, other than maintenance costs of the OSSI System which shall not be paid as a Shared Expense after December 31, 2013.

3. The day to day operations of the Carmel Communication Center and all assets of the Carmel Communication Center shall be supervised by the Communication Department and Communication Director.

4. All County Employees of the Communication Department shall report directly to the Communication Director. Said employees shall be compensated as County Employees pursuant to the salary ordinance approved by the Hamilton County Council. Employees shall also be subject to the rules and regulations as set out in the County Employee Handbook, and such supplementary rules and regulations as may be implemented by the Board of Commissioners of Hamilton County and the Hamilton County Council. All decisions considering scheduling and work conditions of County Employees at the Carmel Communication Center, the County Communication Center, or any subsequently established communication center shall be the responsibility of the Communication Director.

5. The Communication Operations Board shall consist of the following members:

- a. The Hamilton County Sheriff.
- b. A member of the Board of Commissioners, or the Board's designee.
- c. The Mayor of Carmel, or his designee.
- d. A member of Executive of Fishers or its designee.
- e. The Mayor of Noblesville or his designee.
- f. The Mayor of Westfield or his designee.
- g. A non-voting, Advisory Member of the Small Towns as chosen by a vote of representatives of the Small Towns. This representation of the Small Towns shall be subject to annual vote of the Small Towns.

The Board positions listed in Subsection d, e, and f above shall be effective upon the municipality becoming a Contracting Agency.

The Board of Commissioners has the authority to hire and terminate the Communication Director and may, at its option, terminate the Communication Director after a recommendation of termination by a three-quarter majority vote of the Communication Operations Board.

6. In addition to its duties in the Dispute Resolution process as described in Sections sixteen (16) and seventeen (17) of this Agreement, the Communication Operations Board shall meet at least quarterly to consider and make recommendations to the Communication Director, the Board of Commissioners, the County Council, and the fiscal bodies of all Contracting Agencies concerning:

- a. Budgets.
- b. Organization of the Department and Employee Compensation.
- c. Major system and infrastructure issues.

7. The Communication Director, with approval of the Communication Operations Board, shall create such advisory committees as they deem appropriate, which committees shall, at a minimum, include the police chiefs and fire chiefs of each Contracting Agency and a police and fire representative designated by the Small Towns.

8. The provisions in this Agreement concerning Dispute Resolution shall not apply to personnel issues. The Communication Director shall be responsible for all issues concerning the hiring, supervision, and discipline of personnel of the Communication Department pursuant to the Personnel Policy of the County.

9. The term of this Agreement shall be for five (5) full years and the balance of 2012, beginning on the 1<sup>st</sup> day of September, 2012, and ending on the 31<sup>st</sup> day of December, 2017. The City may terminate the Agreement upon one (1) years notice. Termination of this Agreement requires the City to provide or contract with another entity to provide E-911 and dispatch services for the City's public safety agencies as performed by Noblesville prior to the execution of this Agreement. If this Agreement is terminated prior to the end of the term, for any reason or by any party, or if another similar Agreement is not reached by the end of the term, the County agrees to continue the E-911 and dispatch services for the City as contemplated under this Agreement, until arrangements can be made by the City to resume responsibility providing E-911 and dispatch services, so as not to disrupt essential emergency services for the citizens of the City. Upon termination by either party, the City shall continue to pay its monthly part of the Shared Costs until the City resumes providing the dispatch services described above. If the City terminates with less than one year's notice, it shall be responsible for reasonable costs incurred by the County, had this Agreement not been terminated with less than one (1) year's notice.

10. The City agrees to pay, or cause to be paid to the County the monthly amount of Thirty-three Thousand Thirty-three Dollars (\$33,033) per month, calculated pursuant to Section 13 below, to provide the services described within this Agreement for the balance of 2012. The above amount shall be paid in advance to the County in four (4) monthly installments to be paid before the 15<sup>th</sup> day of each month.

After 2012, the payments shall be paid quarterly on or before March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup>, and December 1<sup>st</sup>, of each year. The payments shall be deposited into the County's E-911 Account to pay the Shared Expenses as described in the Communication Department Budget. The 2012 payment by the City is based upon the City's share of the Shared Expenses set out in the Communication Department's 2012 Budget, attached as Exhibit A and incorporated within this Agreement.

11. The anticipated 2013 Budget is attached as Exhibit B, subject to review of the Communication's Board.

12. In April of each year, the Director, with consultation with the Communication Operations Board shall prepare a proposed budget for the Communication Department including the anticipated 911 revenues from E-911 Fees and the calculation of the police calls of the Contracting Agencies for the prior full calendar year. This proposed budget shall be distributed to the Executive and fiscal body of each Contracting Agency in each year by the 15<sup>th</sup> day of May. Any comments concerning the proposed budget shall be forwarded to the Contracting Agency, the Communication Operations Board, and the Communications Director within twenty (20) days of delivery to the Contracting Agency.

13. Beginning in calendar year 2011 and each year thereafter, the Communication Director shall prepare a schedule of police calls received and dispatched to the citizens of each Contracting Agency and Sheriff Department. During 2013, and thereafter, each Contracting Agency shall budget and pay its proportion of Shared Costs, with the proportion being calculated with the numerator being the Contracting Agency's number of dispatched police calls and the denominator being the total number of dispatched police calls by the Contracting Agencies. The proportion of the police calls of the Contracting Agencies described above shall be multiplied by the Shared Expenses for the subsequent budget year. For example, the City's pro rata Shared Expenses for the proportion of the budget for the last four (4) months of 2012, based on the 2010 police calls as shown on Exhibit C is as follows:

CALCULATIONS OF SHARED EXPENSES  
September 1, 2012 – December 31, 2012

2012 Budget (see Exhibit 1)	\$6,180,384	
LESS		
Projected Annual 911 Revenues	<u>(\$3,200,000)</u>	
Annual Shared Costs	\$2,980,384	
Shared Costs 4 months		\$ 983,527

DIVISION OF SHARED EXPENSES  
(Based on 2010 Police Calls)

<u>NUMBER OF POLICE CALLS</u> <u>(Per Contracting Agency)</u>		<u>PERCENT</u> <u>OF TOTAL</u>	<u>SHARED COSTS</u> <u>(Sept. 1<sup>st</sup> – Dec. 31, 2012)</u>
Sheriff	40,929	18.5	\$ 173,856
Carmel	67,072	30.3	\$ 301,019
Fishers	43,263	19.5	\$ 193,725
Noblesville	40,753	18.4	\$ 182,797
Westfield	<u>29,582</u>	<u>13.3</u>	<u>\$ 132,130</u>
	221,599	100	\$ 983,527

14. The anticipated 2013 Budget, subject to the approval of the Communication Operation Board and the Hamilton County Council as allocated based on 2011 police calls as shown on Exhibit D is as follows:

CALCULATIONS OF ESTIMATED SHARED EXPENSES  
Calendar Year 2013

Budget of Integrated Communication Department 2013		\$6,663,287
LESS		
Projected 911 Revenues		<u>\$3,600,000</u>
TOTAL Shared Costs		\$3,063,287

DIVISION OF ESTIMATED SHARED 2013 EXPENSES  
(Based on 2011 Police Calls)

	<u>NUMBER OF POLICE CALLS</u> <u>(Per Contracting Agency)</u>	<u>PERCENT</u> <u>OF TOTAL</u>	<u>SHARED COSTS</u> <u>Calendar Year 2013</u>
Sheriff	41,296	18.8	\$ 575,898
Carmel	66,505	30.4	\$ 931,239
Fishers	42,159	19.3	\$ 591,214
Noblesville	35,103	18.9	\$ 578,961
Westfield	<u>29,582</u>	<u>12.6</u>	<u>\$ 385,974</u>
	214,645	100	\$3,063,287

15. The County agrees to create a non-reverting 911 Fund (“the Fund”). The parties agree that all shared costs paid by a Participating Agency shall be deposited into the Fund. In each calendar year, all 911 fees collected, and paid to the County shall be

used to fund the Communication Department Budget. The balance of the budget shall be paid from the Fund. The Fund shall be a non-reverting fund and shall not revert to the County General Fund. The balances in the Fund at the end of any calendar year may be used to:

- a. Pay part of the Shared Costs of all Participating Agencies in the subsequent year; or,
- b. Held as a cash reserve of up to ten percent (10%) of the prior year's total Shared Costs of all Participating Agencies.

16. All disputes which arise concerning the operation of the Communication Department, which are not personal issues covered by the Personnel Policy, shall be informally discussed by the complaining party and the Communication Director. Any dispute not resolved informally shall be considered by the Communication Operations Board.

17. In the event the City and the County have disputes not resolved by the Communication Operation Board, the parties agree to submit any dispute to mediation under the Indiana Rules of Alternative Dispute Resolution prior to the initiation of litigation, except for temporary restraining order and/or preliminary injunction requests. The dispute procedures listed in Section sixteen (16) of this Agreement should not be construed as final administrative procedures or remedies under the Law. Section sixteen (16) is merely an avenue for the County and City to attempt to resolve any dispute prior to formal mediation under the Indiana Rules of Alternative Dispute Resolution.

18. This Agreement shall be construed as an Interlocal Agreement under the terms of Indiana Code 36-1-7 and shall be effective upon approval of the legislative and fiscal bodies of Hamilton County and the City of Carmel.

IN WITNESS WHEREOF, the following bodies of the City and County have approved this Agreement on the dates set out herein.

ALL OF WHICH IS AGREED this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2012.

BOARD OF COMMISSIONERS OF  
HAMILTON COUNTY

\_\_\_\_\_  
Steven A. Holt

\_\_\_\_\_  
Christine Altman

\_\_\_\_\_  
Steven C. Dillinger

ATTEST:

\_\_\_\_\_  
Dawn Coverdale, Auditor

ALL OF WHICH IS AGREED by the Hamilton County Council this \_\_\_\_\_  
day of \_\_\_\_\_, 2012.

HAMILTON COUNTY COUNCIL

\_\_\_\_\_  
Meredith Carter

\_\_\_\_\_  
James J. Belden

\_\_\_\_\_  
Amy Massillamany

\_\_\_\_\_  
Paul Ayers

\_\_\_\_\_  
Rick McKinney

\_\_\_\_\_  
Steve Schwartz

\_\_\_\_\_  
Brad Beaver

ATTEST:

\_\_\_\_\_  
Dawn Coverdale, Auditor

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

WESTFIELD COMMON COUNCIL  
Hamilton County, Indiana

Voting For

Voting Against

Abstain

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
Jim Ake

\_\_\_\_\_  
John Dippel

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John Dippel

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John Dippel

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Steven Hoover

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Steven Hoover

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Steven Hoover

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Robert L. Horkay

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Robert L. Horkay

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Robert L. Horkay

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Robert J. Smith

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Robert J. Smith

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Robert J. Smith

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Cindy L. Spoljaric

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Cindy L. Spoljaric

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Cindy L. Spoljaric

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Robert W. Stokes

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Robert W. Stokes

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Robert W. Stokes

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk Treasurer