

1 **BILL NO. R-10-03-18** *(As Amended)*

2 **RESOLUTION NO. R-** 1570

3  
4 **A RESOLUTION OF THE COMMON COUNCIL**  
5 **OF THE CITY OF FORT WAYNE, INDIANA,**  
6 **APPROVING AN INTERLOCAL COOPERATION**  
7 **AGREEMENT FOR THE OPERATION OF A**  
8 **JOINT COMMUNICATIONS DEPARTMENT**  
9 **BETWEEN THE BOARD OF COMMISSIONERS**  
10 **OF THE COUNTY OF ALLEN, INDIANA, AND**  
11 **CITY OF FORT WAYNE, INDIANA.**

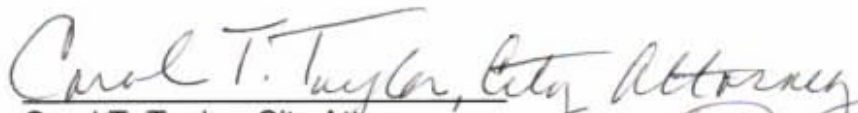
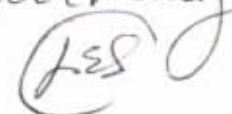
12  
13 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMON**  
14 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

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

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

23  
24   
25 \_\_\_\_\_  
26 Council Member

27 **APPROVED AS TO FORM AND LEGALITY**

28   
29 \_\_\_\_\_  
30 Carol T. Taylor, City Attorney 

Read the first time in full and on motion by Goldner and duly adopted, read the second time by title and referred to the Committee on Regulations (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_, day of \_\_\_\_\_, 2010, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 3-23-10

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Goldner and duly adopted, placed on its passage. PASSED LOST  
by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>	—	—	<u>2</u>
<u>BENDER</u>	✓	—	—	—
<u>BROWN</u>	✓	—	—	—
<u>DIDIER</u>	✓	—	—	—
<u>GOLDNER</u>	✓	—	—	—
<u>HARPER</u>	✓	—	—	—
<u>HINES</u>	✓	—	—	—
<u>PAPE</u>	—	—	—	✓
<u>SHOAF</u>	✓	—	—	—
<u>SMITH</u>	—	—	—	✓

DATED: 3-23-10

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE (RESOLUTION) NO. R-15-10 on the 23rd day of March, 2010

ATTEST:  
Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Martin A. Burch  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of March, 2010, at the hour of 10:00 o'clock A M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 24th day of March, 2010, at the hour of 10:00 o'clock A M., E.S.T.

Thomas C. Henry  
THOMAS C. HENRY, MAYOR

March 29, 2010

**American Legal Publishing Corp.  
12<sup>th</sup> Floor  
432 Walnut Street  
Cincinnati, Ohio 45202**

**RE: ORDINANCES AND RESOLUTIONS TO BE  
PUBLISHED IN THE "CODE OF ORDINANCES"**

**Please be advised, at the Council Session of March 23, 2010 , the following ordinance(resolution) was approved and is to be published in our supplement. Enclosed is a copy of**

**Bill No. R-10-03-18 (as amended)  
Resolution No. R-15-10  
Approving An Interlocal Cooperation  
Agreement –Joint Communications  
Department**

**If you have any questions regarding the above request, please call our office 260-427-1221.**

**Thank you.**

**Sincerely yours,**

**Sandra E. Kennedy  
City Clerk**

BILL NO. R-10-03-18

REPORT OF THE COMMITTEE  
ON REGULATIONS

KAREN E. GOLDNER - CHAIR  
MITCH HARPER - CO-CHAIR  
ALL COUNCIL MEMBERS

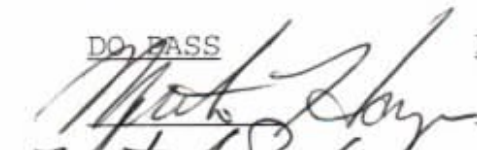
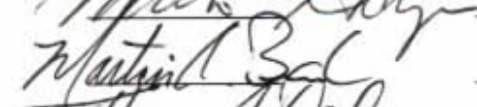
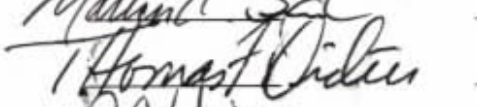
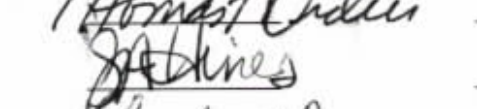
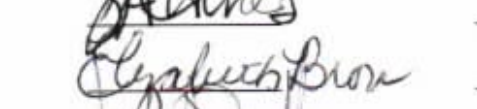
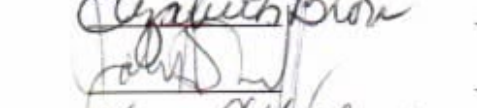
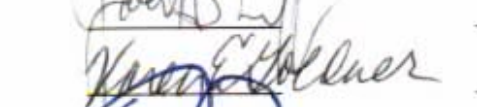

WE, YOUR COMMITTEE ON REGULATIONS TO WHOM WAS REFERRED A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR THE OPERATION OF A JOINT COMMUNICATIONS DEPARTMENT BETWEEN THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA, AND CITY OF FORT WAYNE, INDIANA

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
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	_____	_____	_____
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SANDRA E. KENNEDY  
CITY CLERK



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 Interlocal Cooperation Agreement ("Agreement") is entered into this 19<sup>th</sup>  
day of February, 2010, by and between the Board of Commissioners of the County of  
Allen, Indiana ("County Commissioners") and the Mayor of the City of Fort Wayne,  
Indiana ("Mayor") and is made pursuant to Indiana Code 36-1-7, *et seq.*

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 County and City are political subdivisions under I.C. § 36-1-7-  
1(2), as defined in I.C. § 36-1-2-13; and

WHEREAS, the County is currently providing communications services for the  
Allen County Sheriff's Department, and for certain other County governmental offices,  
including government communications, dispatch, and emergency communications,  
including land line and wireless emergency "911" service; and

WHEREAS, the City is currently providing communications services for the Fort  
Wayne Police Department, the Fort Wayne Fire Department, certain other governmental  
departments, including government communications, dispatch and emergency  
communications, including land line and wireless emergency 911 service; and

WHEREAS, the County and the City believe that it is in the best interest for the  
safety and welfare of the citizens and taxpayers of Allen County, to combine all  
communications services currently provided by the County and the City 911 centers into  
a joint department of communications; and

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WHEREAS, the County and the City wish to enter into this Agreement to describe the terms and conditions under which the joint department will be formed and managed.

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

1. Formation of a Consolidated Communications Partnership. There is hereby created a Consolidated Communications Partnership of Allen County, Indiana and the City of Fort Wayne ("CCP"), 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. The CCP shall be under the common control of County and City pursuant to this Agreement. This Agreement shall become effective upon execution and approval as required by I.C. § 36-1-7, *et seq.* The CCP shall commence operations upon the appointment of an Executive Director ("Commencement Date"). The initial term of this Agreement shall be three (3) years from the Commencement Date and shall be automatically renewed for successive three (3) year terms unless earlier terminated under Section 9 of this Agreement. <sup>10 BB</sup>

2. New Multiple Agency Communications Partnership ("MACP")

i. The New MACP shall consist of the City of Fort Wayne Police Chief, the Allen County Sheriff, the City of Fort Wayne Fire Chief, the President of the Township Fire Chief's Association, the Executive Director of the Three Rivers Ambulance Authority ("TRAA"), an Allen County Commissioner and a person appointed annually by the Mayor in even numbered years beginning 2010 and January 1<sup>st</sup> of the subsequent even numbered years thereafter, and a person appointed January 1, 2011, by

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the Board of Commissioners of Allen County, Indiana, and on odd numbered years thereafter. The MACP's only role shall be to break any tie in votes which may occur after two separate meetings of the Operations Board with respect to operations of the CCP. This power shall not include the appointment of the Executive Director.

3. Operations Board. A joint Operations Board ("Operations Board") shall be established pursuant to I.C. § 36-1-7-~~8~~<sup>3</sup>(5)(B) to oversee and administer the CCP. The Operations Board shall be comprised of the Allen County Sheriff, Chief Deputy of the Allen County Sheriff's Department, Chief of Police for the City of Fort Wayne, and Chief of the Fire Department for the City of Fort Wayne.

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.
- 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.
- 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.

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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 communications activities, funding and oversight of Communications specified in the existing MACP Agreement.

5. Organization/Meetings. The Operations Board shall hold its first meeting within thirty (30) days of the signing of this Agreement. 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 the Operations Board. After the initial meeting, the Operations Board should have sixty (60) days to select the Executive Director.

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 Operating Board. All current City and County employees shall be retained but interviewed for appropriate placement (and pay) within the organization. Any promotion, demotion, suspension, or termination of any CCP supervisory/administrative staff shall have a formal review conducted by the Operations Board.

B. Existing employees who transfer to the CCP shall not suffer a reduction in salary or benefits unless placed in a different position or unless the City or County chooses to reduce salary for all similarly situated employees. The Operations

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Board shall choose either the City or County benefit package and apply same to all employees.

7. Budget and Finance.

A. Contributions of the Parties. The County and the City shall contribute to the budget of the CCP in the following percentages from the General Funds of the County and City:

County – 30%

City – 70%

These percentages (“Allocation Percentages”) reflect the current amount budgeted by the City and County as a proportion of the entire Communications budget. Future contribution percentages shall be based upon call and run volume statistics and reviewed every three years beginning in January 2012, for the fiscal year 2013. In the event any other agency, department or governmental unit is added to the CCP, the percentages shall be renegotiated between the County and the City to reflect usage of the new addition, or upon such other method as the parties shall agree.

B. Annual Budget. The Operations Board, upon recommendation by its Executive Director, shall prepare an annual budget for the operation of the CCP to be approved by City and County Councils as required by applicable statutory procedures. The Operations Board shall submit the annual budget to the Mayor and the Board of Commissioners for review prior to submission to Council. Contributions from the City or County shall not be increased in any fiscal year except as required for a change of call percentage set forth above or as mutually agreed by the City and the County. Any other increase in expense shall be provided for by an increase in the 911 surcharges to the

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extent allowed by law. If said increases are not allowed, either expenses will be reduced or either party may elect to terminate this Agreement.

C. Management of Funds. The County Commissioners and the County of Allen shall maintain the 911 fee collection and disbursement of such funds. When disbursed to the CCP said funds shall not be expended on anything other than the operations and capital expenditures of the CCP, 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.

D. 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 at the commencement date 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 at 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.

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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 the percentages set forth in Section 6.A. above at the time the property is acquired. 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 according to the Allocation Percentage then in effect as determined by the Operations Board. 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 in accordance with the Allocation Percentage then in effect as determined by the Operations Board.

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

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- 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 the non-terminating party. Except as provided in Section 7 (A) with regard to amending the Allocation Percentage, 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.

**[Signature and Notary lines follow]:**

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February 10, 2010

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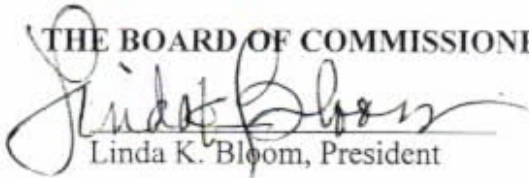
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**[Signature and Notary lines follow]:**




February 10, 2010

THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

  
Linda K. Bloom, President

  
Wm. E. Brown, Vice-President

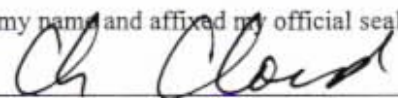
  
F. Nelson Peters, Secretary

ATTEST:  
  
Lisbeth A. Blosser, Auditor

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for said County and State, this 19 day of February, 2009, personally appeared Linda Bloom, Nelson Peters, and William Brown, The Board of Commissioners for Allen County, Indiana, who acknowledged the execution of the foregoing Agreement.

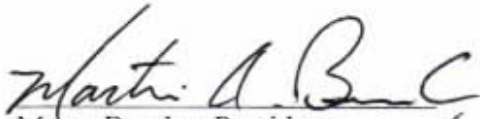
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

  
Notary Public  
My Commission Expires: Dec 4, 2015  
A Resident of Allen County

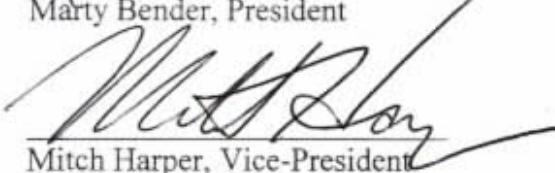
Christopher M. Cloud  
Notary Public - State of Indiana  
Resident of Allen County, IN  
My Comm. expires 12/4/2015

February 10, 2010

THE COMMON COUNCIL FOR THE CITY OF FORT WAYNE, INDIANA



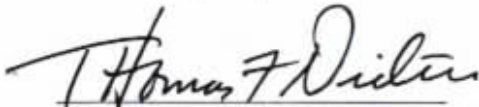
Marty Bender, President



Mitch Harper, Vice-President



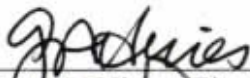
Liz Brown, City Council Member



Thomas F. Didier, City Council Member



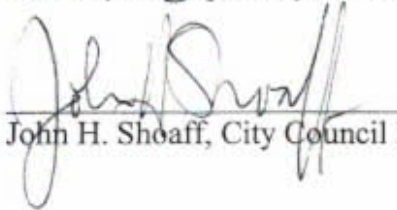
Karen Goldner, City Council Member



Glynn A. Hines, City Council Member



Timothy M. Pape, City Council Member



John H. Shoaff, City Council Member

Thomas Smith, City Council Member

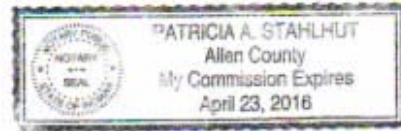
February 10, 2010

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of March, ~~2009~~, <sup>2010</sup> personally appeared Fort Wayne Common Council Member(s) Martin Bender, Karen Goldner, who acknowledged the execution of the foregoing Agreement. Mitch Harper, Glyn Hines, Elizabeth Brown

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal. Thomas Didier, Timothy Pape, John Sabatt

Patricia A. Stahlhut  
Notary Public  
My Commission Expires: 4-23-16  
A Resident of Allen County



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

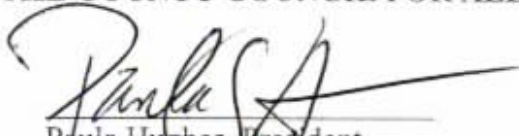
Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared Fort Wayne Common Council Member(s) \_\_\_\_\_, who acknowledged the execution of the foregoing Agreement.

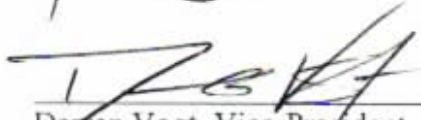
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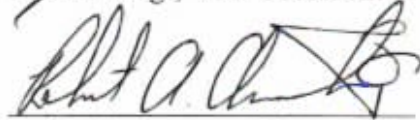
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
A Resident of \_\_\_\_\_ County

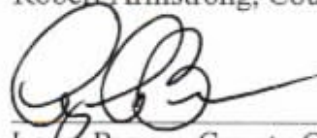
February 10, 2010

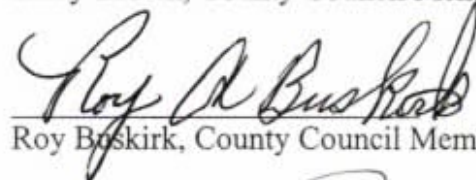
THE COUNTY COUNCIL FOR ALLEN COUNTY, INDIANA

  
Paula Hughes, President

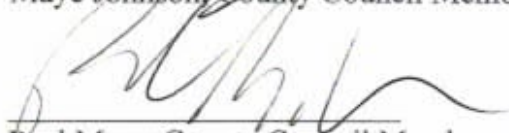
  
Darren Vogt, Vice-President

  
Robert Armstrong, County Council Member

  
Larry Brown, County Council Member

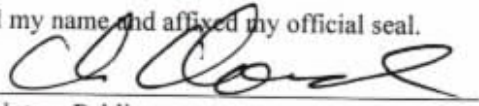
  
Roy Buskirk, County Council Member

  
Maye Johnson, County Council Member

  
Paul 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 18 day of March, ~~2012~~<sup>2009</sup> personally appeared Allen County Council Member(s) Robert Amuthang, Larry Brown, Ray Bushirk,  
Paula Hughes, Marge Johnson, Paul Moss, Darren Vogt, who acknowledged the execution of the foregoing Agreement.  
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Notary Public  
My Commission Expires: Dec 4, 2015  
A Resident of Allen County

Christopher M. Cloud  
Notary Public - State of Indiana  
Resident of Allen County, IN  
My Comm. expires 12/4/2015

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 Interlocal Cooperation Agreement ("Agreement") is entered into this 19<sup>th</sup> day of February, 2010, by and between the Board of Commissioners of the County of Allen, Indiana ("County Commissioners") and the Mayor of the City of Fort Wayne, Indiana ("Mayor") and is made pursuant to Indiana Code 36-1-7, *et seq.*

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 County and City are political subdivisions under I.C. § 36-1-7-1(2), as defined in I.C. § 36-1-2-13; and

WHEREAS, the County is currently providing communications services for the Allen County Sheriff's Department, and for certain other County governmental offices, including government communications, dispatch, and emergency communications, including land line and wireless emergency "911" service; and

WHEREAS, the City is currently providing communications services for the Fort Wayne Police Department, the Fort Wayne Fire Department, certain other governmental departments, including government communications, dispatch and emergency communications, including land line and wireless emergency 911 service; and

WHEREAS, the County and the City believe that it is in the best interest for the safety and welfare of the citizens and taxpayers of Allen County, to combine all communications services currently provided by the County and the City 911 centers into a joint department of communications; and

February 10, 2010

WHEREAS, the County and the City wish to enter into this Agreement to describe the terms and conditions under which the joint department will be formed and managed.

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

1. Formation of a Consolidated Communications Partnership. There is hereby created a Consolidated Communications Partnership of Allen County, Indiana and the City of Fort Wayne ("CCP"), 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. The CCP shall be under the common control of County and City pursuant to this Agreement. This Agreement shall become effective upon execution and approval as required by I.C. § 36-1-7, *et seq.* The CCP shall commence operations upon the appointment of an Executive Director ("Commencement Date"). The initial term of this Agreement shall be three (3) years from the Commencement Date and shall be automatically renewed for successive three (3) year terms unless earlier terminated under Section ~~9~~<sup>10</sup> of this Agreement. *BB*

2. New Multiple Agency Communications Partnership ("MACP")

i. The New MACP shall consist of the City of Fort Wayne Police Chief, the Allen County Sheriff, the City of Fort Wayne Fire Chief, the President of the Township Fire Chief's Association, the Executive Director of the Three Rivers Ambulance Authority ("TRAA"), an Allen County Commissioner and a person appointed annually by the Mayor in even numbered years beginning 2010 and January 1<sup>st</sup> of the subsequent even numbered years thereafter, and a person appointed January 1, 2011, by

February 10, 2010

the Board of Commissioners of Allen County, Indiana, and on odd numbered years thereafter. The MACP's only role shall be to break any tie in votes which may occur after two separate meetings of the Operations Board with respect to operations of the CCP. This power shall not include the appointment of the Executive Director.

3. Operations Board. A joint Operations Board ("Operations Board") shall be established pursuant to I.C. § 36-1-7-<sup>3</sup>~~X~~(5)(B) to oversee and administer the CCP. The Operations Board shall be comprised of the Allen County Sheriff, Chief Deputy of the Allen County Sheriff's Department, Chief of Police for the City of Fort Wayne, and Chief of the Fire Department for the City of Fort Wayne.

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.
- 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.
- 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.

February 10, 2010

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 communications activities, funding and oversight of Communications specified in the existing MACP Agreement.

5. Organization/Meetings. The Operations Board shall hold its first meeting within thirty (30) days of the signing of this Agreement. 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 the Operations Board. After the initial meeting, the Operations Board should have sixty (60) days to select the Executive Director.

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 Operating Board. All current City and County employees shall be retained but interviewed for appropriate placement (and pay) within the organization. Any promotion, demotion, suspension, or termination of any CCP supervisory/administrative staff shall have a formal review conducted by the Operations Board.

B. Existing employees who transfer to the CCP shall not suffer a reduction in salary or benefits unless placed in a different position or unless the City or County chooses to reduce salary for all similarly situated employees. The Operations

February 10, 2010

Board shall choose either the City or County benefit package and apply same to all employees.

7. Budget and Finance.

A. Contributions of the Parties. The County and the City shall contribute to the budget of the CCP in the following percentages from the General Funds of the County and City:

County – 30%

City – 70%

These percentages (“Allocation Percentages”) reflect the current amount budgeted by the City and County as a proportion of the entire Communications budget. Future contribution percentages shall be based upon call and run volume statistics and reviewed every three years beginning in January 2012, for the fiscal year 2013. In the event any other agency, department or governmental unit is added to the CCP, the percentages shall be renegotiated between the County and the City to reflect usage of the new addition, or upon such other method as the parties shall agree.

B. Annual Budget. The Operations Board, upon recommendation by its Executive Director, shall prepare an annual budget for the operation of the CCP to be approved by City and County Councils as required by applicable statutory procedures. The Operations Board shall submit the annual budget to the Mayor and the Board of Commissioners for review prior to submission to Council. Contributions from the City or County shall not be increased in any fiscal year except as required for a change of call percentage set forth above or as mutually agreed by the City and the County. Any other increase in expense shall be provided for by an increase in the 911 surcharges to the

February 10, 2010

extent allowed by law. If said increases are not allowed, either expenses will be reduced or either party may elect to terminate this Agreement.

C. Management of Funds. The County Commissioners and the County of Allen shall maintain the 911 fee collection and disbursement of such funds. When disbursed to the CCP said funds shall not be expended on anything other than the operations and capital expenditures of the CCP, 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.

D. 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 at the commencement date 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 at 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.

February 10, 2010

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 the percentages set forth in Section 6.A. above at the time the property is acquired. 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 according to the Allocation Percentage then in effect as determined by the Operations Board. 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 in accordance with the Allocation Percentage then in effect as determined by the Operations Board.

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

February 10, 2010

- 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 the non-terminating party. Except as provided in Section 7 (A) with regard to amending the Allocation Percentage, 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.

**[Signature and Notary lines follow]:**

February 10, 2010

**THE CITY OF FORT WAYNE**

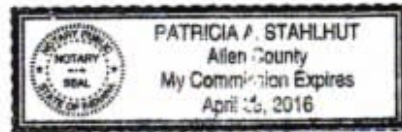
By: *Thomas C. Henry*  
Thomas C. Henry, Mayor

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for said County and State, this 24<sup>th</sup> day of March, 2009, personally appeared Thomas C. Henry, Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing Agreement.

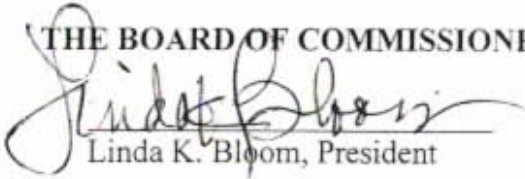
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

*Patricia A. Stahlhut*  
Notary Public  
My Commission Expires: 4-23-16  
A Resident of Allen County




February 10, 2010

THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

  
Linda K. Bloom, President

  
Wm. E. Brown, Vice-President

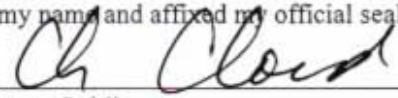
  
F. Nelson Peters, Secretary

ATTEST:  
  
Lisbeth A. Blosser, Auditor

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for said County and State, this 19 day of February, 2009, personally appeared Linda Bloom, Nelson Peters, and William Brown, The Board of Commissioners for Allen County, Indiana, who acknowledged the execution of the foregoing Agreement.

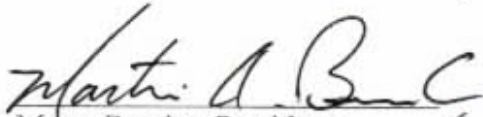
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: Dec 4, 2015  
A Resident of Allen County

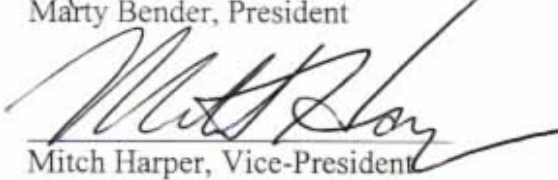
Christopher M. Cloud  
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My Comm. expires 12/4/2015

February 10, 2010

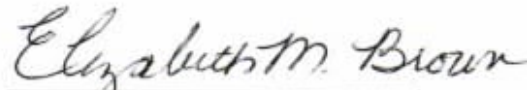
**THE COMMON COUNCIL FOR THE CITY OF FORT WAYNE, INDIANA**



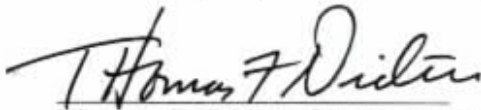
Marty Bender, President



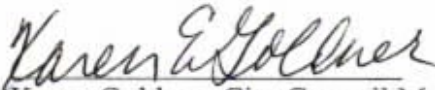
Mitch Harper, Vice-President



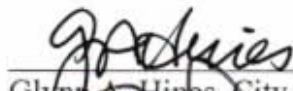
Liz Brown, City Council Member



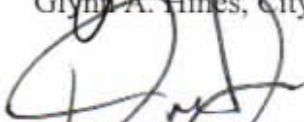
Thomas F. Didier, City Council Member



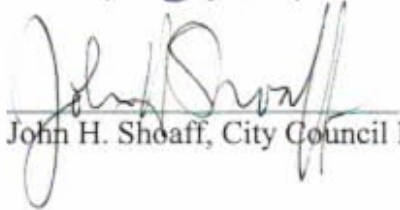
Karen Goldner, City Council Member



Glynn A. Hines, City Council Member



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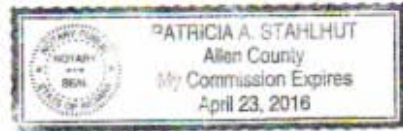
February 10, 2010

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of March, ~~2009~~, <sup>2010</sup> personally appeared Fort Wayne Common Council Member(s) Martin Bender, Karen Goldner, who acknowledged the execution of the foregoing Agreement. Mitch Halper, Glynn Hines, Elizabeth Brown

Thomas Didier, Timothy Pape, John Sabatt  
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Patricia A. Stahlhut  
Notary Public  
My Commission Expires: 4-23-16  
A Resident of Allen County



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

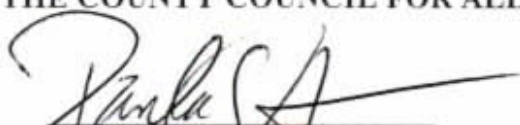
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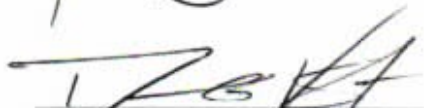
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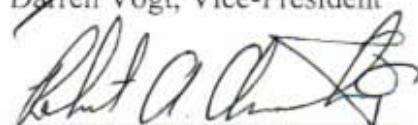
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
A Resident of \_\_\_\_\_ County


February 10, 2010

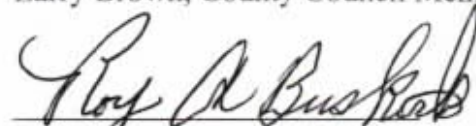
THE COUNTY COUNCIL FOR ALLEN COUNTY, INDIANA

  
Paula Hughes, President

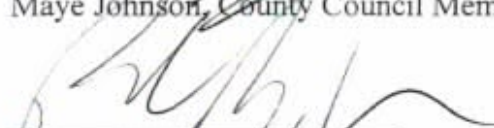
  
Darren Vogt, Vice-President

  
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Roy Boskirk, County Council Member

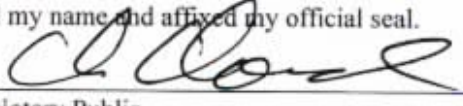
  
Maye Johnson, County Council Member

  
Paul 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 18 day of March, ~~2012~~ personally appeared Allen County Council Member(s) Robert Appuhn, Larry Brown, Ray Buskirk, Paula Hughes, Marge Johnson, Paul Mass, Darren Vogt, who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

  
Notary Public  
My Commission Expires: Dec 4, 2015  
A Resident of Allen County

Christopher M. Cloud  
Notary Public - State of Indiana  
Resident of Allen County, IN  
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INTERLOCAL COOPERATION AGREEMENT FOR THE  
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WHEREAS, the County is currently providing communications services for the Allen County Sheriff's Department, and for certain other County governmental offices, including government communications, dispatch, and emergency communications, including land line and wireless emergency "911" service; and

WHEREAS, the City is currently providing communications services for the Fort Wayne Police Department, the Fort Wayne Fire Department, certain other governmental departments, including government communications, dispatch and emergency communications, including land line and wireless emergency 911 service; and

WHEREAS, the County and the City believe that it is in the best interest for the safety and welfare of the citizens and taxpayers of Allen County, to combine all communications services currently provided by the County and the City 911 centers into a joint department of communications; and

February 10, 2010

WHEREAS, the County and the City wish to enter into this Agreement to describe the terms and conditions under which the joint department will be formed and managed.

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

1. Formation of a Consolidated Communications Partnership. There is hereby created a Consolidated Communications Partnership of Allen County, Indiana and the City of Fort Wayne ("CCP"), 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. The CCP shall be under the common control of County and City pursuant to this Agreement. This Agreement shall become effective upon execution and approval as required by I.C. § 36-1-7, *et seq.* The CCP shall commence operations upon the appointment of an Executive Director ("Commencement Date"). The initial term of this Agreement shall be three (3) years from the Commencement Date and shall be automatically renewed for successive three (3) year terms unless earlier terminated under Section <sup>10 BB</sup> 9 of this Agreement.

2. New Multiple Agency Communications Partnership ("MACP")

i. The New MACP shall consist of the City of Fort Wayne Police Chief, the Allen County Sheriff, the City of Fort Wayne Fire Chief, the President of the Township Fire Chief's Association, the Executive Director of the Three Rivers Ambulance Authority ("TRAA"), an Allen County Commissioner and a person appointed annually by the Mayor in even numbered years beginning 2010 and January 1<sup>st</sup> of the subsequent even numbered years thereafter, and a person appointed January 1, 2011, by

February 10, 2010

the Board of Commissioners of Allen County, Indiana, and on odd numbered years thereafter. The MACP's only role shall be to break any tie in votes which may occur after two separate meetings of the Operations Board with respect to operations of the CCP. This power shall not include the appointment of the Executive Director.

3. Operations Board. A joint Operations Board ("Operations Board") shall be established pursuant to I.C. § 36-1-7-<sup>3</sup>~~X~~(5)(B) to oversee and administer the CCP. The Operations Board shall be comprised of the Allen County Sheriff, Chief Deputy of the Allen County Sheriff's Department, Chief of Police for the City of Fort Wayne, and Chief of the Fire Department for the City of Fort Wayne.

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.
- 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.
- 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.

February 10, 2010

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 communications activities, funding and oversight of Communications specified in the existing MACP Agreement.

5. Organization/Meetings. The Operations Board shall hold its first meeting within thirty (30) days of the signing of this Agreement. 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 the Operations Board. After the initial meeting, the Operations Board should have sixty (60) days to select the Executive Director.

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 Operating Board. All current City and County employees shall be retained but interviewed for appropriate placement (and pay) within the organization. Any promotion, demotion, suspension, or termination of any CCP supervisory/administrative staff shall have a formal review conducted by the Operations Board.

B. Existing employees who transfer to the CCP shall not suffer a reduction in salary or benefits unless placed in a different position or unless the City or County chooses to reduce salary for all similarly situated employees. The Operations

February 10, 2010

Board shall choose either the City or County benefit package and apply same to all employees.

7. Budget and Finance.

A. Contributions of the Parties. The County and the City shall contribute to the budget of the CCP in the following percentages from the General Funds of the County and City:

County – 30%

City – 70%

These percentages (“Allocation Percentages”) reflect the current amount budgeted by the City and County as a proportion of the entire Communications budget. Future contribution percentages shall be based upon call and run volume statistics and reviewed every three years beginning in January 2012, for the fiscal year 2013. In the event any other agency, department or governmental unit is added to the CCP, the percentages shall be renegotiated between the County and the City to reflect usage of the new addition, or upon such other method as the parties shall agree.

B. Annual Budget. The Operations Board, upon recommendation by its Executive Director, shall prepare an annual budget for the operation of the CCP to be approved by City and County Councils as required by applicable statutory procedures. The Operations Board shall submit the annual budget to the Mayor and the Board of Commissioners for review prior to submission to Council. Contributions from the City or County shall not be increased in any fiscal year except as required for a change of call percentage set forth above or as mutually agreed by the City and the County. Any other increase in expense shall be provided for by an increase in the 911 surcharges to the

February 10, 2010

extent allowed by law. If said increases are not allowed, either expenses will be reduced or either party may elect to terminate this Agreement.

C. Management of Funds. The County Commissioners and the County of Allen shall maintain the 911 fee collection and disbursement of such funds. When disbursed to the CCP said funds shall not be expended on anything other than the operations and capital expenditures of the CCP, 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.

D. 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 at the commencement date 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 at 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.

February 10, 2010

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 the percentages set forth in Section 6.A. above at the time the property is acquired. 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 according to the Allocation Percentage then in effect as determined by the Operations Board. 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 in accordance with the Allocation Percentage then in effect as determined by the Operations Board.

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- A. Number of Calls received
- B. Number of runs dispatched

February 10, 2010

- 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 the non-terminating party. Except as provided in Section 7 (A) with regard to amending the Allocation Percentage, 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.

**[Signature and Notary lines follow]:**

February 10, 2010

**THE CITY OF FORT WAYNE**

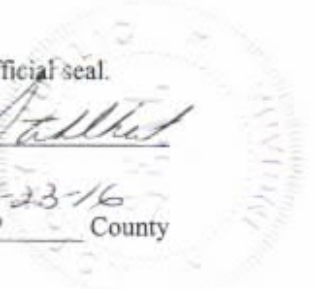
By: *Thomas C. Henry*  
Thomas C. Henry, Mayor

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for said County and State, this 24<sup>th</sup> day of March, 2009, personally appeared Thomas C. Henry, Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

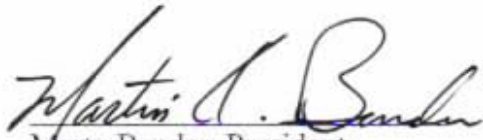
*Patricia A. Stahlhut*  
Notary Public  
My Commission Expires: 4-23-16  
A Resident of Allen County



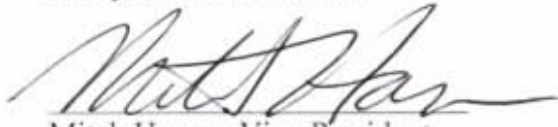


February 10, 2010

THE COMMON COUNCIL FOR THE CITY OF FORT WAYNE, INDIANA



Marty Bender, President



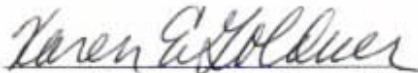
Mitch Harper, Vice-President



Liz Brown, City Council Member



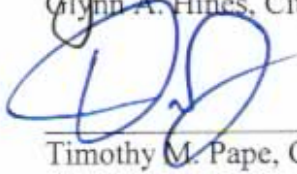
Thomas F. Didier, City Council Member



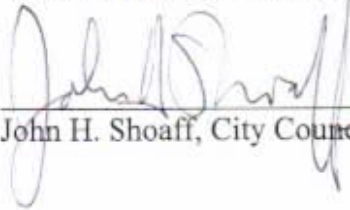
Karen Goldner, City Council Member



Glynn A. Hines, City Council Member



Timothy M. Pape, City Council Member



John H. Shoaff, City Council Member

Thomas Smith, City Council Member

February 10, 2010

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of March, 2009, <sup>2010</sup> personally appeared Fort Wayne Common Council Member(s) Martin Bender, Mitch Harper, Elizabeth Brown, Thomas Dittus, Karan Goldner, Glynis Hines, T. Moby Pope, John Staff who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Patricia A. Stahlhut  
Notary Public  
My Commission Expires: 4/23/16  
A Resident of Allen County



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared Fort Wayne Common Council Member(s) \_\_\_\_\_, who acknowledged the execution of the foregoing Agreement.


IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

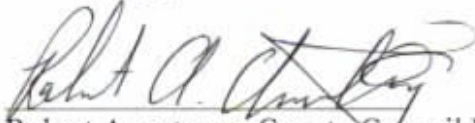
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
A Resident of \_\_\_\_\_ County

February 10, 2010

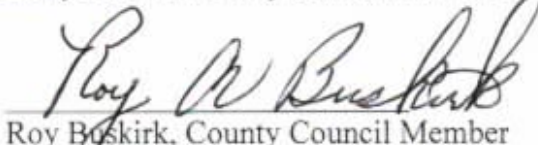
**THE COUNTY COUNCIL FOR ALLEN COUNTY, INDIANA**

  
Paula Hughes, President

  
Darren Vogt, Vice-President

  
Robert Armstrong, County Council Member

  
Larry Brown, County Council Member

  
Roy Boskirk, County Council Member


  
Maye Johnson, County Council Member

  
Paul 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 18<sup>th</sup> day of March, 2009, 2010 personally appeared Allen County Council Member(s) Bob Armstrong, Larry Brown, Roy Baskin, Paula Hughes, Myra Johnson, Paul Moss, Darren Vogt, who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Notary Public  
My Commission Expires: Dec 4, 2015  
A Resident of Allen County

Christopher M. Cloud  
Notary Public - State of Indiana  
Resident of Allen County, IN  
My Comm. expires 12/4/2015

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 Interlocal Cooperation Agreement ("Agreement") is entered into this 19<sup>th</sup> day of February, 2010, by and between the Board of Commissioners of the County of Allen, Indiana ("County Commissioners") and the Mayor of the City of Fort Wayne, Indiana ("Mayor") and is made pursuant to Indiana Code 36-1-7, *et seq.*

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 County and City are political subdivisions under I.C. § 36-1-7-1(2), as defined in I.C. § 36-1-2-13; and

WHEREAS, the County is currently providing communications services for the Allen County Sheriff's Department, and for certain other County governmental offices, including government communications, dispatch, and emergency communications, including land line and wireless emergency "911" service; and

WHEREAS, the City is currently providing communications services for the Fort Wayne Police Department, the Fort Wayne Fire Department, certain other governmental departments, including government communications, dispatch and emergency communications, including land line and wireless emergency 911 service; and

WHEREAS, the County and the City believe that it is in the best interest for the safety and welfare of the citizens and taxpayers of Allen County, to combine all communications services currently provided by the County and the City 911 centers into a joint department of communications; and

February 10, 2010

WHEREAS, the County and the City wish to enter into this Agreement to describe the terms and conditions under which the joint department will be formed and managed.

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

1. Formation of a Consolidated Communications Partnership. There is hereby created a Consolidated Communications Partnership of Allen County, Indiana and the City of Fort Wayne ("CCP"), 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. The CCP shall be under the common control of County and City pursuant to this Agreement. This Agreement shall become effective upon execution and approval as required by I.C. § 36-1-7, *et seq.* The CCP shall commence operations upon the appointment of an Executive Director ("Commencement Date"). The initial term of this Agreement shall be three (3) years from the Commencement Date and shall be automatically renewed for successive three (3) year terms unless earlier terminated under Section 9 of this Agreement. 10 BB

2. New Multiple Agency Communications Partnership ("MACP")

i. The New MACP shall consist of the City of Fort Wayne Police Chief, the Allen County Sheriff, the City of Fort Wayne Fire Chief, the President of the Township Fire Chief's Association, the Executive Director of the Three Rivers Ambulance Authority ("TRAA"), an Allen County Commissioner and a person appointed annually by the Mayor in even numbered years beginning 2010 and January 1<sup>st</sup> of the subsequent even numbered years thereafter, and a person appointed January 1, 2011, by

February 10, 2010

the Board of Commissioners of Allen County, Indiana, and on odd numbered years thereafter. The MACP's only role shall be to break any tie in votes which may occur after two separate meetings of the Operations Board with respect to operations of the CCP. This power shall not include the appointment of the Executive Director.

3. Operations Board. A joint Operations Board ("Operations Board") shall be established pursuant to I.C. § 36-1-7-<sup>3</sup>~~5~~(B) to oversee and administer the CCP. The Operations Board shall be comprised of the Allen County Sheriff, Chief Deputy of the Allen County Sheriff's Department, Chief of Police for the City of Fort Wayne, and Chief of the Fire Department for the City of Fort Wayne.

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

February 10, 2010

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 communications activities, funding and oversight of Communications specified in the existing MACP Agreement.

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February 10, 2010

Board shall choose either the City or County benefit package and apply same to all employees.

7. Budget and Finance.

A. Contributions of the Parties. The County and the City shall contribute to the budget of the CCP in the following percentages from the General Funds of the County and City:

County – 30%

City – 70%

These percentages (“Allocation Percentages”) reflect the current amount budgeted by the City and County as a proportion of the entire Communications budget. Future contribution percentages shall be based upon call and run volume statistics and reviewed every three years beginning in January 2012, for the fiscal year 2013. In the event any other agency, department or governmental unit is added to the CCP, the percentages shall be renegotiated between the County and the City to reflect usage of the new addition, or upon such other method as the parties shall agree.

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February 10, 2010

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C. Management of Funds. The County Commissioners and the County of Allen shall maintain the 911 fee collection and disbursement of such funds. When disbursed to the CCP said funds shall not be expended on anything other than the operations and capital expenditures of the CCP, 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.

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February 10, 2010

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- B. Number of runs dispatched

February 10, 2010

- 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.

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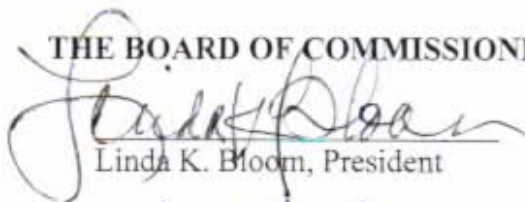
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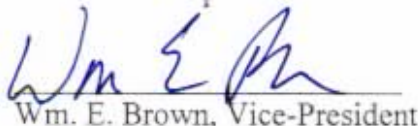
**[Signature and Notary lines follow]:**



February 10, 2010

THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

  
Linda K. Bloom, President

  
Wm. E. Brown, Vice-President

  
F. Nelson Peters, Secretary

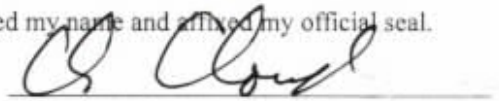
ATTEST:

  
Lisbeth A. Blosser, Auditor

STATE OF INDIANA    )  
                                  )SS:  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for said County and State, this 19 day of February, 2009, personally appeared Linda Bloom, Nelson Peters, and William Brown, The Board of Commissioners for Allen County, Indiana, who acknowledged the execution of the foregoing Agreement.

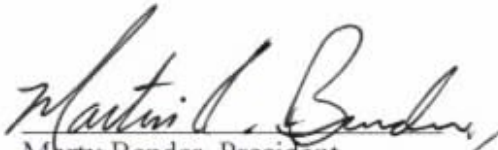
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

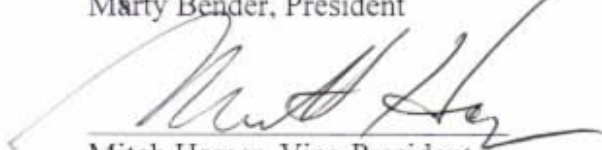
  
Notary Public  
My Commission Expires: Dec 4, 2015  
A Resident of Allen County

Christopher M. Cloud  
Notary Public - State of Indiana  
Resident of Allen County, IN  
My Comm. expires 12/4/2015

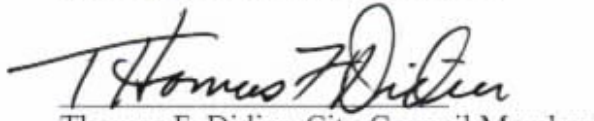
February 10, 2010


**THE COMMON COUNCIL FOR THE CITY OF FORT WAYNE, INDIANA**

  
Marty Bender, President

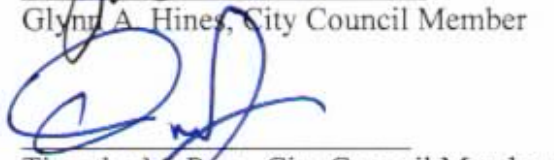
  
Mitch Harper, Vice-President

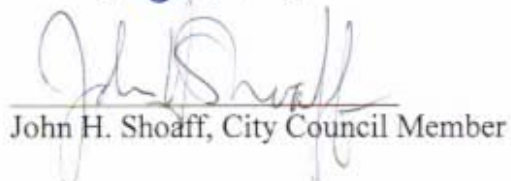
  
Liz Brown, City Council Member

  
Thomas F. Didier, City Council Member

  
Karen Goldner, City Council Member

  
Glynn A. Hines, City Council Member

  
Timothy M. Pape, City Council Member

  
John H. Shoaff, City Council Member

\_\_\_\_\_  
Thomas Smith, City Council Member

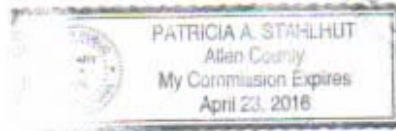
February 10, 2010

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of March, ~~2009~~, <sup>2010</sup>, personally appeared Fort Wayne Common Council Member(s) Martin Bender, Karen Godner, who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Patricia A. Stahlhut  
Notary Public  
My Commission Expires: 4-23-16  
A Resident of Allen County



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

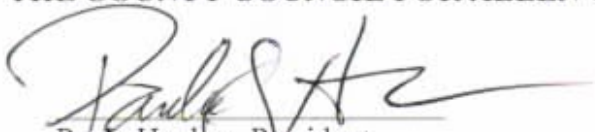
Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared Fort Wayne Common Council Member(s) \_\_\_\_\_, who acknowledged the execution of the foregoing Agreement.

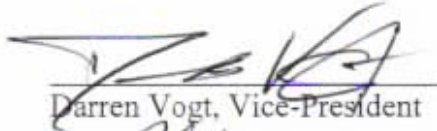
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

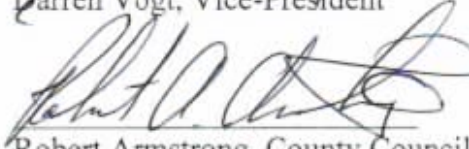
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
A Resident of \_\_\_\_\_ County

February 10, 2010

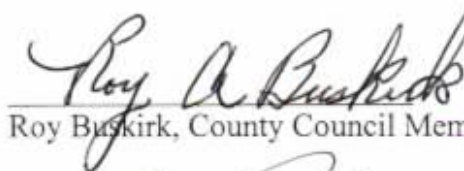
**THE COUNTY COUNCIL FOR ALLEN COUNTY, INDIANA**

  
Paula Hughes, President

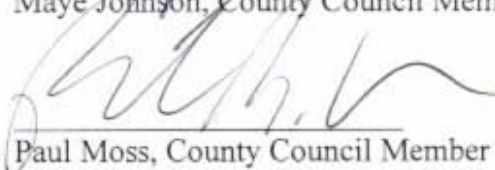
  
Darren Vogt, Vice-President

  
Robert Armstrong, County Council Member

  
Larry Brown, County Council Member

  
Roy Buskirk, County Council Member

  
Maye Johnson, County Council Member

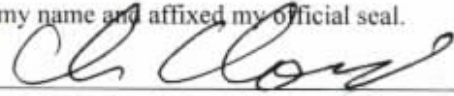
  
Paul Moss, County Council Member

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this 18 day of March, 2009, personally appeared Allen County Council Member(s)

Bob Armstrong, Larry Brown, Roy Bushart, Paula Hughes, Marge Johnson, Paul Moss, & Darren Vogt, who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Notary Public  
My Commission Expires: Dec 4, 2015  
A Resident of Allen County

Christopher M. Cloud  
Notary Public - State of Indiana  
Resident of Allen County, IN  
My Comm. expires 12/4/2015

February 10, 2010

**THE CITY OF FORT WAYNE**

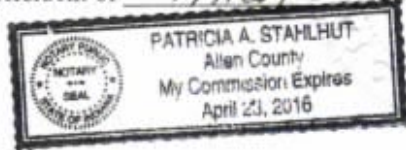
By: *Thomas C. Henry*  
Thomas C. Henry, Mayor

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for said County and State, this 24<sup>th</sup> day of March, 2009, personally appeared Thomas C. Henry, Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing Agreement.

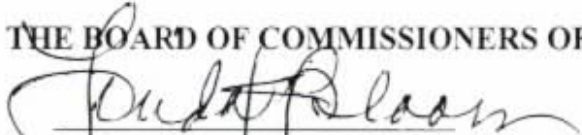
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

*Patricia A. Stahlhut*  
Notary Public  
My Commission Expires: 4-23-16  
A Resident of Allen County

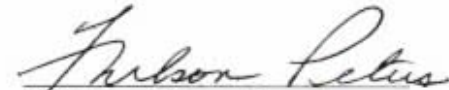


February 10, 2010

THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

  
Linda K. Bloom, President

  
Wm. E. Brown, Vice-President

  
F. Nelson Peters, Secretary

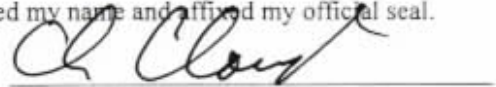
ATTEST:

  
Lisbeth A. Blosser, Auditor

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this 19 day of February, 2009, personally appeared Linda Bloom, Nelson Peters, and William Brown, The Board of Commissioners for Allen County, Indiana, who acknowledged the execution of the foregoing Agreement.

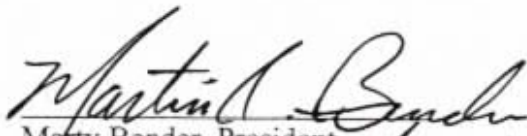
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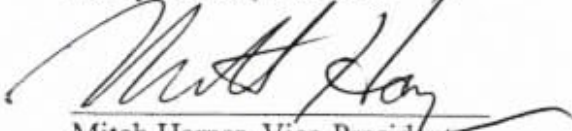
  
Notary Public  
My Commission Expires: Dec 4, 2015  
A Resident of Allen County

Christopher M. Cloud  
Notary Public - State of Indiana  
Resident of Allen County, IN  
My Comm. expires 12/4/2015

February 10, 2010

THE COMMON COUNCIL FOR THE CITY OF FORT WAYNE, INDIANA

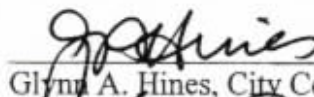
  
Marty Bender, President

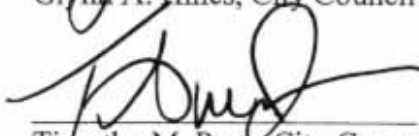
  
Mitch Harper, Vice-President

  
Liz Brown, City Council Member

  
Thomas F. Didier, City Council Member

  
Karen Goldner, City Council Member

  
Glynn A. Hines, City Council Member

  
Timothy M. Pape, City Council Member

  
John H. Shoaff, City Council Member

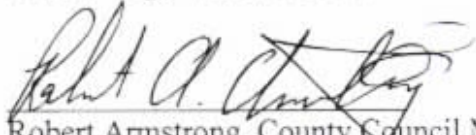
\_\_\_\_\_  
Thomas Smith, City Council Member

February 10, 2010

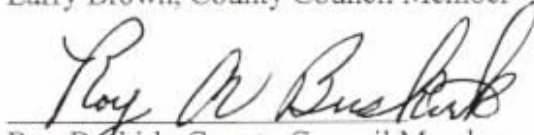
**THE COUNTY COUNCIL FOR ALLEN COUNTY, INDIANA**

  
Paula Hughes, President

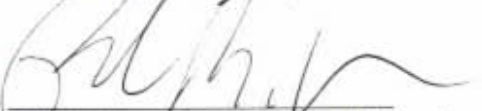
  
Darren Vogt, Vice-President

  
Robert Armstrong, County Council Member

  
Larry Brown, County Council Member

  
Roy Boskirk, County Council Member

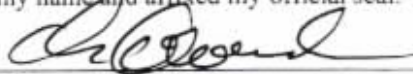
  
Maye Johnson, County Council Member

  
Paul 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 18<sup>th</sup> day of March, ~~2009~~ 2019 personally appeared Allen County Council Member(s) Bob Armstrong, Larry Brown, Ben Boskin, Paula Hughes, Marge Johnson, Paul Mass, Darren Vogt, who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: Dec 4, 2015  
A Resident of Allen County

Christopher M. Cloud  
Notary Public - State of Indiana  
Resident of Allen County, IN  
My Comm. expires 12/4/2015

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 Interlocal Cooperation Agreement ("Agreement") is entered into this 19<sup>th</sup> day of February, 2010, by and between the Board of Commissioners of the County of Allen, Indiana ("County Commissioners") and the Mayor of the City of Fort Wayne, Indiana ("Mayor") and is made pursuant to Indiana Code 36-1-7, *et seq.*

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 County and City are political subdivisions under I.C. § 36-1-7-1(2), as defined in I.C. § 36-1-2-13; and

WHEREAS, the County is currently providing communications services for the Allen County Sheriff's Department, and for certain other County governmental offices, including government communications, dispatch, and emergency communications, including land line and wireless emergency "911" service; and

WHEREAS, the City is currently providing communications services for the Fort Wayne Police Department, the Fort Wayne Fire Department, certain other governmental departments, including government communications, dispatch and emergency communications, including land line and wireless emergency 911 service; and

WHEREAS, the County and the City believe that it is in the best interest for the safety and welfare of the citizens and taxpayers of Allen County, to combine all communications services currently provided by the County and the City 911 centers into a joint department of communications; and

February 10, 2010

WHEREAS, the County and the City wish to enter into this Agreement to describe the terms and conditions under which the joint department will be formed and managed.

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

1. Formation of a Consolidated Communications Partnership. There is hereby created a Consolidated Communications Partnership of Allen County, Indiana and the City of Fort Wayne ("CCP"), 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. The CCP shall be under the common control of County and City pursuant to this Agreement. This Agreement shall become effective upon execution and approval as required by I.C. § 36-1-7, *et seq.* The CCP shall commence operations upon the appointment of an Executive Director ("Commencement Date"). The initial term of this Agreement shall be three (3) years from the Commencement Date and shall be automatically renewed for successive three (3) year terms unless earlier terminated under Section 9 of this Agreement. <sup>10 BB</sup>

2. New Multiple Agency Communications Partnership ("MACP")

i. The New MACP shall consist of the City of Fort Wayne Police Chief, the Allen County Sheriff, the City of Fort Wayne Fire Chief, the President of the Township Fire Chief's Association, the Executive Director of the Three Rivers Ambulance Authority ("TRAA"), an Allen County Commissioner and a person appointed annually by the Mayor in even numbered years beginning 2010 and January 1<sup>st</sup> of the subsequent even numbered years thereafter, and a person appointed January 1, 2011, by

February 10, 2010

the Board of Commissioners of Allen County, Indiana, and on odd numbered years thereafter. The MACP's only role shall be to break any tie in votes which may occur after two separate meetings of the Operations Board with respect to operations of the CCP. This power shall not include the appointment of the Executive Director.

3. Operations Board. A joint Operations Board ("Operations Board") shall be established pursuant to I.C. § 36-1-7-~~8~~<sup>3</sup>(5)(B) to oversee and administer the CCP. The Operations Board shall be comprised of the Allen County Sheriff, Chief Deputy of the Allen County Sheriff's Department, Chief of Police for the City of Fort Wayne, and Chief of the Fire Department for the City of Fort Wayne.

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.
- 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.
- 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.

February 10, 2010

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 communications activities, funding and oversight of Communications specified in the existing MACP Agreement.

5. Organization/Meetings. The Operations Board shall hold its first meeting within thirty (30) days of the signing of this Agreement. 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 the Operations Board. After the initial meeting, the Operations Board should have sixty (60) days to select the Executive Director.

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 Operating Board. All current City and County employees shall be retained but interviewed for appropriate placement (and pay) within the organization. Any promotion, demotion, suspension, or termination of any CCP supervisory/administrative staff shall have a formal review conducted by the Operations Board.

B. Existing employees who transfer to the CCP shall not suffer a reduction in salary or benefits unless placed in a different position or unless the City or County chooses to reduce salary for all similarly situated employees. The Operations

February 10, 2010

Board shall choose either the City or County benefit package and apply same to all employees.

7. Budget and Finance.

A. Contributions of the Parties. The County and the City shall contribute to the budget of the CCP in the following percentages from the General Funds of the County and City:

County – 30%

City – 70%

These percentages (“Allocation Percentages”) reflect the current amount budgeted by the City and County as a proportion of the entire Communications budget. Future contribution percentages shall be based upon call and run volume statistics and reviewed every three years beginning in January 2012, for the fiscal year 2013. In the event any other agency, department or governmental unit is added to the CCP, the percentages shall be renegotiated between the County and the City to reflect usage of the new addition, or upon such other method as the parties shall agree.

B. Annual Budget. The Operations Board, upon recommendation by its Executive Director, shall prepare an annual budget for the operation of the CCP to be approved by City and County Councils as required by applicable statutory procedures. The Operations Board shall submit the annual budget to the Mayor and the Board of Commissioners for review prior to submission to Council. Contributions from the City or County shall not be increased in any fiscal year except as required for a change of call percentage set forth above or as mutually agreed by the City and the County. Any other increase in expense shall be provided for by an increase in the 911 surcharges to the

February 10, 2010

extent allowed by law. If said increases are not allowed, either expenses will be reduced or either party may elect to terminate this Agreement.

C. Management of Funds. The County Commissioners and the County of Allen shall maintain the 911 fee collection and disbursement of such funds. When disbursed to the CCP said funds shall not be expended on anything other than the operations and capital expenditures of the CCP, 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.

D. 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 at the commencement date 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 at 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.

February 10, 2010

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 the percentages set forth in Section 6.A. above at the time the property is acquired. 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 according to the Allocation Percentage then in effect as determined by the Operations Board. 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 in accordance with the Allocation Percentage then in effect as determined by the Operations Board.

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

February 10, 2010

- 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 the non-terminating party. Except as provided in Section 7 (A) with regard to amending the Allocation Percentage, 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.

**[Signature and Notary lines follow]:**



February 10, 2010

THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

  
Linda K. Bloom, President

  
Wm. E. Brown, Vice-President

  
F. Nelson Peters, Secretary

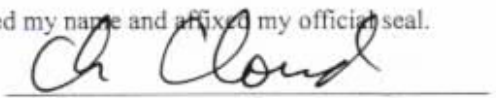
ATTEST:

  
Lisbeth A. Blosser, Auditor

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF ALLEN    )

Before me, the undersigned, a Notary Public in and for said County and State, this 19 day of February, 2009, personally appeared Linda Bloom, Nelson Peters, and William Brown, The Board of Commissioners for Allen County, Indiana, who acknowledged the execution of the foregoing Agreement.

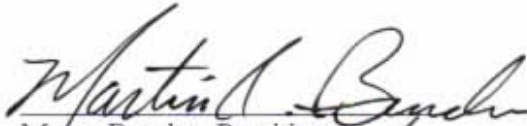
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.


  
Notary Public  
My Commission Expires: Dec 4, 2015  
A Resident of Allen County

Christopher M. Cloud  
Notary Public - State of Indiana  
Resident of Allen County, IN  
My Comm. expires 12/4/2015

February 10, 2010

**THE COMMON COUNCIL FOR THE CITY OF FORT WAYNE, INDIANA**

  
Marty Bender, President

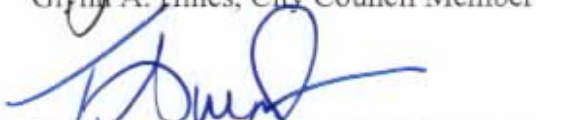
  
Mitch Harper, Vice-President

  
Liz Brown, City Council Member

  
Thomas F. Didier, City Council Member

  
Karen Goldner, City Council Member

  
Glynn A. Hines, City Council Member

  
Timothy M. Pape, City Council Member

  
John H. Shoaff, City Council Member

  
Thomas Smith, City Council Member

February 10, 2010

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, this 23<sup>rd</sup> day of March, 2010, personally appeared Fort Wayne Common Council Member(s) Martin Bender, Karen Goldner, Mitch Harper, Clynn Hiner, Elizabeth Brown, Thomas Didier, Timothy Page, John Scott, who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Patricia A. Stillhet  
Notary Public  
My Commission Expires: 4-23-12  
A Resident of Allen County



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

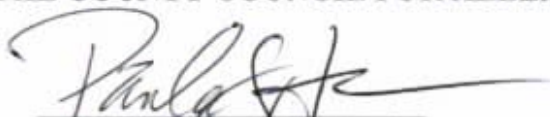
Before me, the undersigned, a Notary Public in and for said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared Fort Wayne Common Council Member(s) \_\_\_\_\_, who acknowledged the execution of the foregoing Agreement.

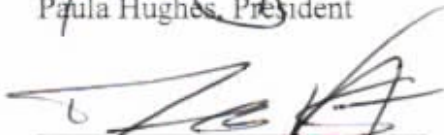
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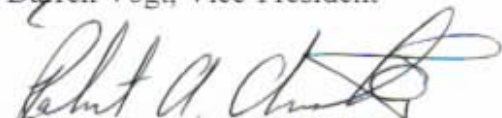
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
A Resident of \_\_\_\_\_ County


February 10, 2010

**THE COUNTY COUNCIL FOR ALLEN COUNTY, INDIANA**

  
Paula Hughes, President

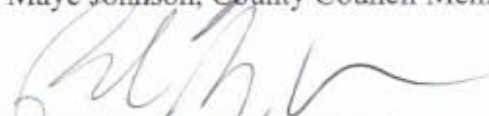
  
Darren Vogt, Vice-President

  
Robert Armstrong, County Council Member

  
Larry Brown, County Council Member

  
Roy Buskirk, County Council Member

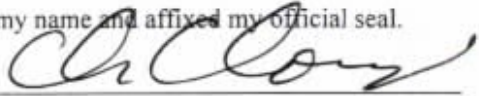
  
Maye Johnson, County Council Member

  
Paul 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 18<sup>th</sup> day of March, ~~2009~~ 2010 personally appeared Allen County Council Member(s) Bob Armstrong, Larry Brown, Roy Buskirk, Paula Hughs, Marge Johnson, Paul Moss, & Darren Vogt who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

  
Notary Public  
My Commission Expires: Dec. 4, 2015  
A Resident of Allen County

Christopher M. Cloud  
Notary Public - State of Indiana  
Resident of Allen County, IN  
My Comm. expires 12/4/2015

**Amendments.**

The 2007 amendment added subdivision (4); and

redesignated former subdivisions (4) through (6) as subdivisions (5) through (7).

**NOTES TO DECISIONS**

**Cited:**

City of N. Vernon v. Jennings Northwest Reg'l Utils., 829 N.E.2d 1, 2005 Ind. LEXIS 530 (2005).

**36-1-7-2. Joint exercise of powers.**

**NOTES TO DECISIONS**

**Voluntary Agreement.**

The interlocal cooperation agreements described in IC 36-1-7-2 must be entered into voluntarily by each municipality; acceptance of the agreement by

one municipality is insufficient, and a trial court may not compel a municipality to enter into an agreement. *Town of Plainfield v. Town of Avon*, 757 N.E.2d 705, 2001 Ind. App. LEXIS 1863 (2001).

**36-1-7-3. Contents of joint agreements.**

(a) An agreement under this section must provide for the following:

- (1) Its duration.
- (2) Its purpose.
- (3) The manner of financing, staffing, and supplying the joint undertaking and of establishing and maintaining a budget therefor.
- (4) The methods that may be employed in accomplishing the partial or complete termination of the agreement and for disposing of property upon partial or complete termination.

**(5) Administration through:**

(A) a separate legal entity, the nature, organization, composition, and powers of which must be provided; or

(B) a joint board composed of representatives of the entities that are parties to the agreement, and on which all parties to the agreement must be represented.

(6) The manner of acquiring, holding, and disposing of real and personal property used in the joint undertaking, whenever a joint board is created under subdivision (5)(B).

In addition, such an agreement may provide for any other appropriate matters.

(b) A separate legal entity or joint board established by an agreement under this section has only the powers delegated to it by the agreement. The agreement may not provide for members, directors, or trustees of the separate legal entity or joint board to make appointments (either individually or jointly) to fill vacancies on the separate legal entity or joint board.

(c) Subsection (a)(6) does not apply to an emergency management assistance compact under IC 10-14-5.

**History.**

IC 18-5-1-4(c), 18-5-1-4(d), 18-5-1.5-3(c), 18-5-1.5-5, recodified as IC 36-1-7-3 by Acts 1980, P.L.211, § 1; P.L.56-1988, § 11; P.L.30-1998, § 3; P.L.2-2003, § 99.

**Effective Dates.**

P.L.2-2003, § 99. July 1, 2003.

**Amendments.**

The 2003 amendment substituted "IC 10-14-5" for "IC 10-4-2.5" in subsection (c).

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**ERATION**

- development project to carry o  
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- 2. Purchase and exchange of proper  
and services.
- 3. Teachers employed by joint school pr  
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- 5. Agreement between two or more ec  
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by Acts 1980, P.L.211, § 1; P.L.5-199  
..221-2007, § 24, emergency eff. July