

**INTERLOCAL AGREEMENT FOR  
EMERGENCY COMMUNICATIONS DEPARTMENT**

THIS INTERLOCAL AGREEMENT FOR EMERGENCY COMMUNICATIONS DEPARTMENT ("Agreement") is entered into this 24<sup>th</sup> day of April 2023, to be effective as of May 1, 2023, by and between **FOUNTAIN COUNTY, INDIANA** (hereinafter "Fountain County") and **WARREN COUNTY, INDIANA** (hereinafter "Warren County") collectively hereinafter the "Parties".

**WITNESSETH:**

**WHEREAS**, The Parties mutually adopted Joint Resolution 2013-13 to modify and continue a previously approved Agreement of the Parties and the City of Attica, dated June 19, 1995, that created the Regional Dispatch Center.

**WHEREAS**, The Parties currently operate a consolidated dispatch and 911 Public Safety Answering Point (hereinafter "PSAP") wherein all emergency and non-emergency communications within Fountain and Warren Counties are centrally directed and dispatched; and

**WHEREAS**, The Parties currently share common public safety hardware/software applications and communication infrastructure; and

**WHEREAS**, The Parties recognize the needs and benefits of a consolidated PSAP; and

**WHEREAS**, The Parties desire to enter into an Interlocal Agreement pursuant to I.C. § 36-1-7 to jointly establish a consolidated Public Safety Answering Point and dispatch center to provide 911 services for Fountain County and Warren County in an effective and efficient manner and to fulfill the responsibilities of this Agreement.

**NOW, THEREFORE**, in consideration of the following terms and conditions, including the above-stated recitals, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Parties hereby create a joint department known as the "Fountain/Warren Regional Dispatch Center" (hereinafter "Department") which shall govern the operations of the PSAP and emergency communications in Fountain and Warren Counties. The Department shall be an agency of Fountain County Government.
2. The location of the Department shall be determined by Fountain County. As owner of the facility, Fountain County shall be responsible for all operational cost(s), maintenance, repairs, and renovations to the facility.
3. The Parties hereby create a joint committee known as the "Executive Committee" which shall be responsible for the hiring, management, and discipline of the Departments director. The Executive Committee shall also establish administrative and budgetary policies, plans and procedures for, and provide oversight of the budgetary aspects of the Department.

4. The five (5) members of the Executive Committee shall include two (2) Fountain County Commissioners, one (1) Warren County Commissioner, the Sheriff of Fountain County, and the Sheriff of Warren County.
5. The Executive Committee shall meet at least (2) two times annually to review the job performance of the director and review the 2024 proposed budget.
6. The Parties hereby create a joint board known as the "Operations Board" which shall, in cooperation with the Director, establish and implement Standard Operating Procedures for the Department. Personnel policies for the director and employees of the Department remain the responsibility of Fountain County.
7. The seven (7) members of the Operations Board are as follows:
  1. The Sheriff of Fountain County or designee
  2. The Sheriff of Warren County or designee
  3. The Attica City Police Chief or designee
  4. The Covington City Police Chief or designee
  5. (1) member of an Emergency Service (fire or EMS) of Fountain County appointed by the Fountain County Commissioners
  6. (1) member of an Emergency Service (fire or EMS) of Warren County appointed by the Warren County Commissioners
  7. (1) active-duty law enforcement or public safety representative from an agency located in Warren County, appointed by the Warren County Commissioners.
8. The Board shall elect one of its members to serve as President; one member as Vice-President to serve in the absence of the President; and one member as Secretary.
9. The Board will be subject to the Indiana Open Door Law as a public agency pursuant to I.C. § 5-14-1.5-2(a)(5) and 5-14-3-2(q)(5), respectively.
10. The Operations Board shall meet at least quarterly in June, September, December, and March.
11. The Director shall manage the day-to-day operations of the Department. The Director is responsible for the implementation of County policies and the Standard Operating Procedures as approved by the Operations Board.
12. The Director has the responsibility and authority to hire staff for the Department and make employment decisions concerning staff, including but not limited to maintaining employee records, training, job assignment, scheduling, discipline, and termination. The Director shall administer these management responsibilities in accordance with Fountain County policies.
13. The following provisions shall apply to the administration and operation of the Department:
  - a. Members of the Department shall be employees of Fountain County and shall serve under the authority and pursuant to Fountain County personnel policies, orders from the Director and SOPs as adopted by the Operations Board.

- b. The number of positions in the Department and their respective salaries and benefits provided for all employees shall be provided by Fountain County.
  - c. Fountain County shall provide for the administration of all employee payroll and benefits related to the operation of the Department, including the administration of group medical benefits, retirement contributions and benefits, worker's compensation coverage and all other employment benefits for the Department's employees.
  - d. Fountain County shall appropriate the annual budget for the Department as part of Fountain County's budgeting process.
  - e. Fountain County shall provide for and administer all liability insurance coverage for the Department, personnel, and equipment.
12. In consideration of the services provided for in this Agreement by Fountain County, Warren County agrees to pay a flat fee in the amount of (\$325,000) three hundred and twenty five thousand dollars.
13. The Fountain County Auditor shall invoice the Warren County Auditor in (4) four equal installments in the amount of (\$81,250) eighty-one thousand two hundred fifty dollars in June, September, December, and March.
14. Upon termination of this Agreement, pursuant to I.C. § 36-1-7-3(a)(6), any equipment, furnishings and supplies purchased for the operation of FWRDC are solely owned by Fountain County. Any equipment, furnishings and supplies purchased between June 19, 1995 under the prior agreement establishing the Regional Dispatch Center and the effective date of this Agreement shall be appraised by a qualified licensed appraiser mutually selected by the Parties, with allowance for any liens or encumbrances, and divided equally as the Parties may agree, or if the Parties are unable to agree, shall be sold and net proceeds of the sale shall be distributed equally to the Parties.
15. Pursuant to I.C. § 36-1-7-3(a)(4), the term of the Agreement shall be for a period of one (1) year commencing as of May 1, 2023, and continuing through April 30, 2024.
16. Each County agrees to defend, indemnify and to hold harmless the other County, the Department, and other parties, from all claims, loss or damage, including costs and reasonable attorney fees, resulting from the Indemnifying County's sole negligence and from actions or omissions that are solely attributable to any employee, official, or agent of the Indemnifying County, including but not limited to the loss or damage of any nature arising from provision of law enforcement, fire, or emergency medical services.
- Nothing herein shall be deemed or be interpreted to impose any liability on the Department, the Executive Committee, and the Operations Board or the Parties for conduct immune from liability pursuant to I.C. § 34-13-3-3.
17. This Agreement shall be construed in accordance with the substantive laws of the state of Indiana. This Agreement constitutes the entire Agreement between the parties and any alteration, amendment, or modification shall be in writing and signed by both parties.

18. The signature by each Party evidences that the Party has at a properly called meeting approved the Interlocal Agreement and has authorized its Commissioners and Council to execute the Agreement on its behalf.
19. This instrument contains the entire Agreement of the parties. No promise, term, condition or representation which is not contained herein shall have any force or effect.
20. It is understood and agreed by the parties that nothing within this Agreement shall be construed as creating or constituting a partnership between the parties.
21. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons or entities.

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22. This instrument shall be deemed to be severable such that in the event that any provision hereof is deemed to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall remain in effect to the extent practicable.
23. This Interlocal Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument.

(End of Page 5 - Signature Templates Follow)

IN WITNESS WHEREOF, the parties hereby execute the Interlocal Agreement for the Fountain / Warren Regional Dispatch Center as of the day and year first above written, although signatures may be affixed on different dates.

FOUNTAIN COUNTY, INDIANA

WARREN COUNTY, INDIANA

Brenda Hardy  
President  
Fountain County Board of Commissioners

Cheryl Anderson  
President  
Warren County Board of Commissioners

Also Approved by Fountain County Council

Also Approved by Warren County Council

Dudley Crier  
President

Ethan Z. Taylor  
President

Attest:

Colleen Chambers  
Fountain County Auditor

Robert Weston Hulmes  
Warren County Auditor