

chapter for the attorney general.

*As added by Acts 1980, P.L.211, SEC.1. Amended by P.L.37-1993, SEC.4.*

#### IC 36-1-7-6

##### **Agreements; recording; filing**

**Sec. 6.** Before it takes effect, an agreement under section 3 of this chapter must be recorded with the county recorder. Not later than sixty (60) days after it takes effect, such an agreement must be filed with the state board of accounts for audit purposes.

*As added by Acts 1980, P.L.211, SEC.1.*

#### IC 36-1-7-7

##### **Agreements; law enforcement or firefighting services**

**Sec. 7.** (a) Except as provided in subsection (c), if an agreement under section 3 of this chapter concerns the provision of law enforcement or firefighting services, the following provisions apply:

(1) Visiting law enforcement officers or firefighters have the same powers and duties as corresponding personnel of the entities they visit, but only for the period they are engaged in activities authorized by the entity they are visiting, and are subject to all provisions of law as if they were providing services within their own jurisdiction.

(2) An entity providing visiting personnel remains responsible for the conduct of its personnel, for their medical expenses, for worker's compensation, and if the entity is a volunteer fire department, for all benefits provided by IC 36-8-12.

(b) A law enforcement or fire service agency of a unit or of the state may request the assistance of a law enforcement or fire service agency of another unit, even if no agreement for such assistance is in effect. In such a case, subsection (a)(1) and (a)(2) apply, the agency requesting assistance shall pay all travel expenses, and all visiting

personnel shall be supervised by the agency requesting assistance.

(c) This subsection applies to a law enforcement officer that visits another state after a request for assistance from another state under the emergency management compact is made under IC 10-14-5. A law enforcement officer that visits another state does not have the power of arrest unless the law enforcement officer is specifically authorized to exercise the power by the receiving state.

*As added by Acts 1980, P.L.211, SEC.1. Amended by P.L.28-1988, SEC.115; P.L.229-1996, SEC.1; P.L.30-1998, SEC.4; P.L.1-1999, SEC.80; P.L.2-2003, SEC.100.*

#### IC 36-1-7-8

##### **Interstate compact**

**Sec. 8.** If any entities of other jurisdictions are parties to an agreement under section 3 of this chapter, the agreement constitutes an interstate compact. However, in a case or controversy involving such an agreement, all parties to the agreement shall be considered real parties in interest; and if the state suffers any damages or incurs any liability as a result of being joined as a party in such a case or controversy, it may bring an action against any entity causing the state to suffer damages or incur liability.

*As added by Acts 1980, P.L.211, SEC.1.*

#### IC 36-1-7-9

##### **Agreements between municipality and county; contents**

**Sec. 9.** (a) This section may be used only for an agreement between an Indiana municipality and the executive of the county in which it is located concerning highway construction and maintenance and related matters.

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

(1) Its duration, which may not be more than four (4) years.

(2) The specific functions and services to be performed or furnished by the county on behalf of the

**RESOLUTION OF THE COMMISSIONERS OF DELAWARE COUNTY, INDIANA,  
APPROVING AND ADOPTING AN INTERLOCAL AGREEMENT WITH THE CITY  
OF MUNCIE, INDIANA, SETTING FORTH THE RIGHTS AND RESPONSIBILITIES  
FOR OPERATION AND MANAGEMENT OF A JOINT EMERGENCY DISPATCH  
AND COMMUNICATIONS CENTER**

WHEREAS, pursuant to a Settlement Agreement entered into between the City of Muncie, Indiana, and Delaware County, Indiana regarding legal proceedings in Cause Number 18C05-1007-PL-0012, the parties have agreed to enter into a new Interlocal Agreement for Operation and Management of a Joint Emergency Dispatch and Communications Center; and

WHEREAS, an Interlocal Agreement, a copy of which is attached here to as Exhibit "A", has been executed by former Mayor Sharon McShurley and the Delaware County Commissioners; and


WHEREAS, pursuant to the provision of Indiana Code 36-1-7-2, the Interlocal agreement may be approved and adopted by Resolution,

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Commissioners as follows:

1. The Delaware County Commissioners hereby approve and adopt the Interlocal Agreement, a copy of which is attached as Exhibit "A"; and
2. The Interlocal Agreement should be recorded and filed pursuant to the provisions of Indiana Code 36-1-7-6.

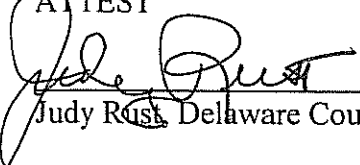
PASSED AND ADOPTED BY THE DELAWARE COUNTY COMMISSIONERS THIS 16 DAY OF JANUARY, 2012.

DELAWARE COUNTY COMMISSIONERS

By:   
Todd Donati, County Commissioner

By:   
Larry Bledsoe, County Commissioner

By:   
Don Dumuck, County Commissioner

ATTEST  
  
Judy Rust, Delaware County Auditor

ORIGINAL

## INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter referred to as "Agreement") is entered into by and between Delaware County, Indiana ("County"), an Indiana political subdivision and the City of Muncie, Indiana ("Muncie"), an Indiana political subdivision this 31<sup>st</sup> day of December, 2011.

WHEREAS, the parties have previously operated a joint emergency dispatch and communication center for certain emergency response agencies located within Delaware County pursuant to an Interlocal Agreement executed in 1984 and amended on several occasions; and

WHEREAS, a dispute has arisen regarding the respective rights and obligations of the City and County with respect to the management, operation and financing of the joint emergency dispatch and communication center; and

WHEREAS, in an effort to resolve the aforementioned dispute the City and County have agreed to execute a new interlocal agreement pursuant to Ind. Code § 36-1-7 *et. seq.* clearly setting forth the rights and obligations of each with respect to the management, operating and financing of the joint emergency dispatch and communication center; and

NOW, THEREFORE, the parties hereby agree as follows:

1. Purpose: The purpose of this Agreement is to set forth the rights and responsibilities of the parties in the operation and management of a joint Emergency Dispatch and Communications Center (hereinafter referred to as the "Center"). The Center shall serve as the Public Safety Answering Point ("PSAP") for participating police, fire and other emergency service providers in Delaware County Indiana.
2. Term: The initial term of this Agreement shall be for ten (10) years commencing on the 1<sup>st</sup> day of January, 2012 and ending on the 31<sup>st</sup> day of December, 2021. The Agreement shall automatically renew for an additional term of ten (10) years, unless either party provides written notice to the other party of its intention to not renew that Agreement no later than one year prior to its expiration.
3. Governance: There is hereby created the Delaware County Emergency Communication Center Executive Board ("Board") which shall govern the management and operation of the Emergency Communications Center. The Board shall consist of the following ten (10) individuals:
  - The Mayor of the City of Muncie;
  - The Chief of the Muncie Police Department;
  - The Chief of the Muncie Fire Department;
  - The Director of the Muncie Animal Control;

Exhibit "A"

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- One member of the Common Council of the City of Muncie to be appointed by a majority vote of the Common Council annually to a one (1) year term;
- One (1) member of the Delaware County Council to be appointed by a majority vote of the Delaware County Council annually to a one (1) year term;
- One (1) County Commissioner to be appointed by a majority vote of the Commissioners annually to a one (1) year term;
- The Delaware County Sheriff;
- The Director of Delaware County EMS; and
- The Director of Delaware County EMA.

The appointment to the Board by the Common Council of the City of Muncie shall be a member of the opposite political party of Mayor of the City of Muncie. Further, the appointment to the Board by the Delaware County Council shall be of the opposition political party of the County Commission appointed to the Board.

4. Duties of the Board: The Board shall have the following duties and responsibilities:
- a. Prepare an annual budget for conducting the business of the Center which shall be submitted to the Delaware County Council for approval;
  - b. Authorize expenditures for the acquisition, purchase and disposal of property and equipment deemed necessary to fulfill the intent and purpose of this Agreement consistent with the aforementioned budget;
  - c. Establish policies and procedures for the day-to-day operations of the Center;
  - d. Appoint a Director of the Center who shall report to and serve at the pleasure of the Board;
  - e. Create uniform standards for the hiring and discipline of all employees of the Center;
  - f. Generally oversee the operations of the Center;
  - g. Recommend to the Delaware County Council an increase or decrease in the emergency telephone system fees and wireless enhanced emergency 911 fees charged to all residents of the County;

- h. Meet, at a minimum, on a monthly basis to discuss the operations and management of the Center.

The duties and responsibilities of the Board shall be created, limited and delegated solely by this Agreement and shall be at all times in accordance with Ind. Code § 36-1-7 *et. seq.*

5. Officers of the Board. The Board shall annually elect the following officers of the Board: (1) President, (2) Vice-President and (3) Secretary. No member of the Board shall serve more than two (2) consecutive years in the same officer position.
6. Open Door and Public Access Laws: The Board shall be subject to the Indiana Open Door Law and Indiana Access to Public Records Act. It shall be the responsibility of the Secretary of the Board to prepare meeting minutes, agendas, public notice of meetings and ensure the Board's Compliance with the Open Door Law and Access to Public Records Act.
7. Organizational Meeting. The Board shall be appointed and schedule an organizational meeting within 30 days of the execution of this Agreement. At the initial meeting, the Board shall elect officers which shall serve for the remainder of 2012. Further, the Board shall immediately advertise for and accept applications and resumes for the position of Director of the Center. The Board shall appoint a Director of the Center on or before April 1, 2012. In the interim, the Board shall appoint the current Director of the joint dispatch and communication center to serve as Director until a permanent Director can be appointed.
8. Budget. The Center's budget for the following shall be approved by the Board and submitted to the Delaware County Council and the City no later than June 30<sup>th</sup> of each year. The parties acknowledge and agree that this requirement is necessary for the City and County fiscal bodies to appropriate sufficient funds for the operation of the Board in accordance with statutorily mandated publication and adoption deadlines. The Delaware County Council shall not have the authority to decrease or increase any item in the budget approved by the Board without first consulting the Board.

Further, The Board shall review the budget for the Center on a monthly basis to ensure that the services are provided in accordance with the financial constraints set forth in said budget. In the event a decrease in expenditures is necessary to maintain compliance with the approved budget for the Center, it shall be the responsibility of the Board to implement cost-cutting measures with the exception of a decrease in personnel. In the event the Board determines that a decrease in personnel is necessary to maintain compliance with the approved budget, the Board shall recommend such a decrease to the

Delaware County Council for approval in accordance with any collective bargaining agreement in effect at the time.

9. Duties of the Director: The Director of the Center shall be at all times responsible for the management and operation of the Center. The Director shall implement the policies and procedures established by the Board and oversee the general day-to-day operations of the Center. The Director shall also assist in the preparation of an annual budget and shall report to the Board on a monthly basis as to the general operations of the Center.
10. Center Staffing: The employees of the Center shall be considered employees of Delaware County, Indiana. All decision related to hiring, firing and discipline shall be the responsibility of the Director, upon consultation with the Board and in accordance with any collective bargaining agreement covering County employees in effect at the time. The County and the Director shall maintain adequate staffing at the Center so as to provide prompt and efficient emergency dispatch services.
11. Financing Operation of Center: The operation of the Center shall be partially funded by and through the statutorily allowable charge of emergency telephone system fees and wireless enhanced emergency 911 fees to all residents of Delaware County, including residents of incorporated cities and towns within Delaware County, Indiana. The County shall take all reasonable efforts to charge the maximum fees allowable under applicable state law. Upon application of the aforementioned fees, the remaining cost of operating the Center shall be divided equally between the City and the County.

For purposes of this Section 11, the parties acknowledge and agree that the term "cost" shall not include any expenditure related to the purchase or maintenance of the building located at 301 E. Jackson Street, Muncie, Indiana. Rather, that building is, and shall remain the sole property of Delaware County and the County shall be solely liable for the cost of purchasing and maintaining said structure, including the cost of maintaining commercial liability insurance for the structure.

12. Alternative Funding Sources. The Board shall be responsible for identifying and obtaining alternative revenue sources for funding the operation of the Center. Specifically, the Board shall engage in all reasonable efforts to obtain funding from other emergency response agencies in Delaware County including all towns and townships and Ball State University. Any alternative funding obtained by the Board shall be applied in the same manner as the emergency telephone system fees and wireless enhanced 911 fees referenced in Section 9 above.
13. Capital Costs: The County shall establish a non-reverting fund for capital costs associated with the upgrade, maintenance and replacement of equipment necessary for

the operation of the Center. The Board shall provide in its budget a sufficient annual contribution to the non-reverting fund. Any and all expenditures from the capital account for the upgrade, maintenance and replacement of such equipment shall be approved by a majority vote of the Board.

14. Fiscal Agent: The Auditor and Treasurer of Delaware County shall serve as the fiscal agents of the Emergency Communication Center responsible for the collection and disbursement of all fees and the administration of the budget established by the Board.

15. Termination: This Agreement may be terminated by the County or City only upon twelve (12) months written notice to the other party.

16. Disposition of Property: Upon termination of the Agreement, all shared equipment shall be distributed equally between the City and County.

17. Required Approvals: This Agreement shall not be effective unless and until it is approved by the fiscal body of the City and County pursuant to Ind. Code § 36-1-7-4(a).

18. Miscellaneous:

- a. This Agreement constitutes the entire Agreement between the Parties regarding the operation of a joint Emergency Communications Center and supersedes any prior written or oral agreement.
- b. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- c. This Agreement may only be modified in writing signed by all parties and approved in accordance with Ind. Code § 36-1-7 *et. seq.*, as it may be amended.
- d. Notices: All notices which may be required pursuant to the terms of this Agreement shall be provided as follows:


To the County: Delaware County Commissioners  
100 W. Main Street  
Muncie, Indiana 47305

To the City: Mayor, City of Muncie  
300 N. High Street  
Muncie, Indiana 47305

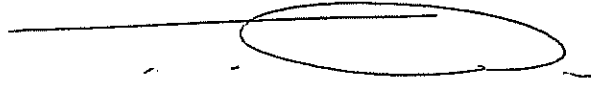
In witness of the above, the undersigned have set their hands as of the date first above written.

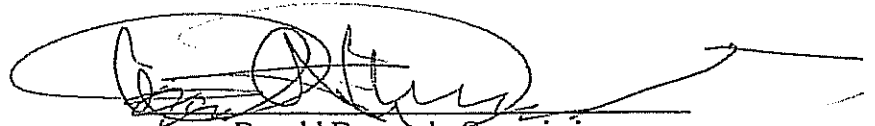
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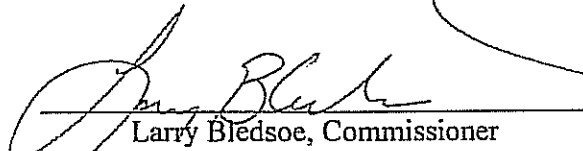
**"CITY"**

  
Sharon McShurley, Mayor

**"COUNTY"**

  
Todd Donati, Commissioner

  
Donald Dunnuck, Commissioner

  
Larry Bledsoe, Commissioner