

STATE OF INDIANA

BEFORE THE BOARD OF CLARK COUNTY COMMISSIONERS

ORDINANCE NO. 13 -2013

AN ORDINANCE AUTHORIZING THE PARTICIPATION TO AN INTERLOCAL AGREEMENT FOR A CONSOLIDATED CLARK COUNTY EMERGENCY 911 SYSTEM

WHEREAS, this Board of Commissioners of Clark County, Indiana (this “Board”), is the executive body of Clark County government pursuant to the provisions of I.C. 36-2-2-2;

WHEREAS, this Board is also the legislative body of Clark County government pursuant to the provisions of I.C. 36-1-2-9;

WHEREAS, the State of Indiana has mandated that counties shall not have more than one (1) primary public service access point (PSAP) and more than one (1) back-up PSAP after December 31, 2014.

WHEREAS, the Emergency 911 steering committee drafted an interlocal agreement to consolidate the PSAPs within the county and satisfy the requirements of the State of Indiana.

WHEREAS, the interlocal agreement to consolidate the PSAPs within the county is hereby attached. *See Exhibit “A”*.

NOW, THEREFORE, BE IT ORDAINED by this Board of Clark County Commissioners as follows:

1. The interlocal agreement is hereby adopted and the President of this Board is authorized to sign the agreement.

Ordained this 29th day of August, 2013.

[signature page to follow]

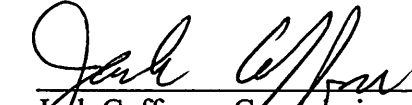
Members voting "NO":

Jack Coffman, Commissioner


Rick Stephenson, Commissioner

John Perkins, Commissioner

Members voting "YES":



Jack Coffman, Commissioner



Rick Stephenson, Commissioner



John Perkins, Commissioner

Attested by:



R. Monty Snelling, Clark County Auditor

INTERLOCAL COOPERATION AGREEMENT FOR CREATION OF A FISCAL AND OPERATIONS BOARD FOR THE CLARK COUNTY E911 SYSTEM AND TO BEGIN CONSOLIDATION OF CLARK COUNTY PUBLIC SERVICE ACCESS POINTS

This *Interlocal Cooperation Agreement for the Creation of a Fiscal and Operations Board for the Clark County E911 System and to Begin Consolidation of Clark County Public Service Access Points* (hereinafter this "Agreement"), is made with an effective date of the _____ day of _____, 2013, by and among the following governmental units:

- (i) CLARK COUNTY, INDIANA ("Clark County"), with an address in care of the Clark County Auditor, Clark County Government Building, Room 118, 501 E. Court Avenue, Jeffersonville, Indiana 47130;
- (ii) CITY OF JEFFERSONVILLE, INDIANA ("Jeffersonville"), with an address in care of the Office of the Mayor, Jeffersonville City Hall, 500 Quartermaster Court, Jeffersonville, Indiana 47130;
- (iii) TOWN OF CLARKSVILLE, INDIANA ("Clarksville"), with an address in care of the Town Council, 2000 Broadway, Suite 208, Clarksville, Indiana 47129;
- (iv) CITY OF CHARLESTOWN, INDIANA ("Charlestown"), with an address in care of the Office of the Mayor, Charlestown City Hall, 304 Main Cross Street, Charlestown, Indiana 47111;
- (v) TOWN OF SELLERSBURG, INDIANA ("Sellersburg"), with an address in care of the Sellersburg Clerk-Treasurer, 316 East Utica Street, Sellersburg, Indiana 47172;
- (vi) TOWN OF UTICA, INDIANA ("Utica"), with an address in care of the Town Board, 736 Utica Charlestown Road, Utica, Indiana 47130;
- (vii) TOWN OF BORDEN, INDIANA ("Borden"), with an address in care of the Town Hall, P.O. Box 125, Borden, Indiana 47106;

Clark County, Jeffersonville, Charlestown, Clarksville, Sellersburg, Borden, and Utica hereby agree among themselves to the following:

1. Preliminary Statement Regarding Purpose of Agreement. The Board of Clark County Commissioners (the "County Commissioners") has previously established by ordinance the Clark County Emergency Telephone Notification System (the "E911 System") pursuant to the provisions of former IC 36-8-21-4 in order to provide enhanced emergency telephone service for the entirety of Clark County in order to promote the safety and welfare of its citizens (County Commissioners ordinance #12-1994). The County Commissioners have also previously established an Emergency Telephone System Fund pursuant to the provisions of former IC 36-8-16-13 into which the Clark County Treasurer and the Clark County Auditor have deposited all of Clark County's share of fees distributed by the State of Indiana from (i) emergency telephone

system fees collected pursuant to former IC 36-8-16 *et seq.*, (ii) enhanced wireless emergency telephone service fees collected pursuant to former IC 36-8-16.5 *et seq.*, and (iii) enhanced prepaid wireless telecommunications service charges collected pursuant to IC 36-8-16.6 *et seq.* (collectively, the "911 Fees"). E911 will be responsible for receiving all 911 calls generated from Clark County, Indiana and will also dispatch for the undersigned parties, for police, fire, qualified ambulance, and other emergency services. This Agreement shall supersede any previous interlocal agreements or sections of interlocal agreements between the parties, should past interlocal agreements contradict said Agreement.

The 911 Fees received by Clark County have significantly declined in recent years due to decreased land line telephone use and the rate structure adopted by the State for cellular phone and prepaid cellular phone usage to the point that the aggregate of such revenues was insufficient to fund the E911 System operating costs in 2010 and 2011. The 911 Fees are not reasonably expected to increase for such purposes on an ongoing basis. In October 2009, the Clark County Council (the "County Council"), as the fiscal body of Clark County government, adopted a Local Option Income Tax ("LOIT") to provide funding for public safety pursuant to the provisions of IC 6-3.5-6-31, with one expressly stated intention being the aggregate of LOIT funds received by the Clark County Auditor be used to defray the operating deficit of the E911 System after first applying the entirety of the 911 Fees before distribution to the other eligible units of local government pursuant to applicable Indiana law.

Pursuant to the provisions of IC 36-1-7-3, local governmental units are expressly authorized to make and enter interlocal cooperation agreements amongst themselves for purposes of jointly funding governmental operations that benefit more than one unit in the manner of the E911 System. This Agreement is now made for the purpose of establishing separate fiscal and operations boards for the Clark County E911 and to consolidate all public service access points.

2. Effective Date; Duration of Agreement. This Agreement shall have an effective date beginning when the last municipality/unit signs and adopts the Agreement, and the Agreement shall continue in full force and effect until the earlier of the date on which (a) the Clark County LOIT tax for public safety is repealed by the County Council, (b) the effective date of any superseding interlocal cooperation agreement for the consolidated E911 System required by the provisions of IC 36-8-16.7-47 among all of the parties to this Agreement, or (c) four (4) years have passed since the effective date of this Agreement. Unless any party to this Agreement notifies all of the other parties, in writing, of its intent to withdraw from this Agreement at least one year before the regular expiration of this Agreement, the Agreement shall automatically renew for successive four (4) year periods.

3. Primary Financing of the E911 System. Clark County shall continue to apply the county government's entire share of the 911 Fees received from the State of Indiana to the fixed capital costs and operating costs of the E911 System on an ongoing basis. On or before July 1, of each year this Agreement remains in effect, the executive director of the E911 System shall prepare and submit a proposed operating budget for the following year to the fiscal board (as set out below). A copy of that proposed operating budget shall also be sent to each of the governmental units that is a party to this agreement.

4. Fiscal Board. In order to further the purposes of this Agreement, the parties herein shall form and participate in a fiscal board (hereinafter the "Fiscal Board").

a. Composition of Fiscal Board. The board will be made up of nine (9) representatives and the 911 Executive Director (which Executive Director shall be an Ex officio, non-voting member). The remaining representatives shall be appointed as follows:

- i. The City of Jeffersonville shall appoint two (2) representatives. One shall be appointed by the executive and one shall be appointed by the fiscal body.
- ii. The Town of Clarksville shall appoint two (2) representatives. Both representatives shall be appointed by the Clarksville Town Council.
- iii. The City of Charlestown shall appoint one (1). The representative shall be appointed by the executive.
- iv. The Town of Sellersburg shall appoint (1) representative. The representative shall be appointed by the Sellersburg Town Council.
- v. The Clark County Commissioners shall appoint one (1) representative.
- vi. The Clark County Council shall appoint one (1) representative.
- vii. The 911 Operations Board shall appoint one (1) representative. The representative shall be a member of the 911 Operations Board.

- *Elected officials may be appointed to the Fiscal Board.*
- *Except for the member of the Fiscal Board appointed by the Operations Board, the members of the Operations Board and the Fiscal Board shall not serve concurrently.*
- *At least six (6) Fiscal Board appointees are required to be in attendance in order to conduct meetings.*

b. Term of Fiscal Board Representatives. Originally appointed representatives of the Fiscal Board shall serve until December 31, 2014, and thereafter for a term of one (1) year, at the discretion of the appointing authority. The Board shall meet not less than bi-monthly. If any Fiscal Board representative position becomes vacant for any reason, the original appointing authority shall immediately make a new appointment to finish out the respective term.

c. Powers and Duties of Fiscal Board. The Fiscal Board shall have the responsibility of administrative and financial oversight of the consolidated E911 system, including but not limited to establishing written policies for

hiring, promotion, discipline and termination of employees; job descriptions; determining how many employees to hire; how much to pay them;—merit systems; facilities development and maintenance; as well as the powers to contract, purchase, sell, rent, lease, acquire or dispose of property, the power to sue and bring suit, and to take all other actions necessary to oversee and operate the consolidated E911 system. The Fiscal Board shall establish the budgets and shall implement a consolidated E911 System, pursuant to IC 36-8-16.7 *et seq.* The Fiscal Board shall institute its budget by July 1 for the following year and submit it to all participating governmental municipalities/units. The Fiscal Board shall meet in accordance with the provisions of Indiana’s Open Door Laws. The Fiscal Board shall also employ and compensate its own attorney, which attorney shall have experience in the practice of municipal law and shall not concurrently represent any of the parties to this Agreement.

- d. Financing of the E911 System. To the extent that the 911 Fees are insufficient to fully fund the operating costs of the E911 System during any budget year, the parties to this Agreement agree the LOIT funds for public safety shall be utilized to satisfy such budgetary shortfall. The E911 System’s first year’s budget shall be presented to and approved by a simple majority of the executives and fiscal bodies of the governmental units that are a party to this Agreement. Thereafter, such approval shall not be required unless it exceeds on hundred five percent (105%) of the prior year’s budget.

Each municipality/unit shall pay its fair share of any shortfall between the 911 Fees and the E911 Systems’ operating costs. In order to determine the amount each municipality/unit owes, the Fiscal Board shall take the nominal shortfall sum and divide it by the percent each municipality/unit received in LOIT money that year. (Example: The City of Jeffersonville received 40% of the LOIT money distributed for a certain year and the E911 shortfall is \$1,000,000. Therefore, Jeffersonville will pay \$400,000.)

- e. Treasurer. The office of the Treasurer of Clark County shall be the repository for monies contributed by the parties to this Agreement. Those monies shall be disbursed as approved by the Fiscal Board.

5. Operations Board. In order to further the purposes of this Agreement, the parties herein shall form and participate in an operational board (hereinafter the “Operations Board”).

- a. Composition of Operations Board. The board will be made up of nine (9) voting members, or their designees, and three (3) non-voting members: the 911 Executive Director (non-voting), the Town Marshall of Borden (non-voting), and a Fire Protection Representative for Utica (non-voting and appointed by the Town of Utica). The nine (9) voting members are as follows:

- i. Jeffersonville Fire Chief
- ii. Jeffersonville Police Chief
- iii. Clarksville Fire Chief
- iv. Clarksville Police Chief
- v. Sellersburg Police Chief
- vi. Charlestown Police Chief
- vii. Clark County Sheriff
- viii. A County (non-municipal) Fire Chief appointed by the Clark County Fire Chief Association
- ix. Clark County Health Officer

- *At least six (6) Operations Board voting members are required to be in attendance in order to conduct meetings.*

b. Powers and Duties of Operations Board. The Operations Board shall have the responsibility of establishing additional written policies, procedures and protocols for the day to day operation and communication for the consolidated 911. Any policies, procedures and protocols concerning monetary issues adopted by the Operations Board must be approved by the Fiscal Board before they become effective. The Operations Board shall meet in accordance with Indiana's Open Door Laws. The Fiscal Board's attorney shall advise the Operational Board.

c. Term of Operational Board Representatives. Originally appointed representatives of the Operational Board shall serve until December 31, 2014, and thereafter for a term of one (1) year, at the discretion of the appointing authority for each representative. The Board shall meet not less than bi-monthly in effort to negotiate the intended consolidation plan and superseding interlocal cooperation agreement. If a representative position becomes available for any reason, the original appointing authority shall immediately make a new appointment to finish out the respective term.

6. Method to Accomplish Partial or Complete Termination of Agreement. The State of Indiana has mandated that Clark County shall not have more than one (1) primary PSAP and one (1) back-up PSAP after December 31, 2014. The parties to this Agreement hereby commit to use good faith efforts subsequent to approval of this Agreement to establish a plan for consolidation of the E911 System in the manner required by IC 36-8-16.7-47. Clark County intends to contribute all equipment and property of the existing E911 System to the consolidated

entity, subject only to any existing indebtedness thereon, which entity shall be administered through the Fiscal Board composed of representatives of the entities that are parties to the agreement.

7. Recordation of Agreement. Pursuant to IC 36-1-7-6, this Agreement shall be recorded with the Clark County Recorder within sixty (60) days after it is approved by the last party that is a signatory to this Agreement. Upon recordation of this Agreement, the Clark County Auditor shall file a fully executed copy with each of the following:

- a. The Indiana State Board of Accounts for audit purposes as required by IC 36-1-7-6;
- b. The Indiana State Auditor as required by IC 36-1-7-10(4);
- c. The executive of each municipality that is a party hereto; and,
- d. In the records of the Clark County Auditor.

8. Approval of Agreement. As a condition precedent to this Agreement taking effect, it has been approved by ordinance adopted by each of parties as follows:

- a. The County Commissioners on behalf of Clark County pursuant to Ordinance No. _____ adopted on _____, 2013.
- b. The County Council on behalf of Clark County pursuant to Ordinance No. _____ adopted on _____, 2013.
- c. The Common Council of the City of Jeffersonville, Indiana, on behalf of Jeffersonville, pursuant to Ordinance No. _____ adopted on _____, 2013.
- d. The Common Council of the City of Charlestown, Indiana, on behalf of Charlestown pursuant to Ordinance No. _____ adopted on _____, 2013.
- e. The Town Council of the Town of Clarksville, Indiana, on behalf of Clarksville, which approval was granted pursuant to Ordinance No. _____ adopted on _____, 2013.
- f. The Town Council of the Town of Sellersburg, Indiana, on behalf of Sellersburg pursuant to Ordinance No. _____ adopted on _____, 2013.
- g. The Town Council of the Town of Borden, Indiana, on behalf of Borden pursuant to Ordinance No. _____ adopted on _____, 2013.

h. The Town Council of the Town of Utica, Indiana, on behalf of Utica pursuant to Ordinance No. _____ adopted on _____, 2013.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

10. Governing Law. This Agreement shall be governed and construed in accordance with the provisions of Indiana law.

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESSETH WHEREOF, this *Interlocal Cooperation Agreement for the Creation of a Fiscal and Operations Board for the Clark County E911 System and to Begin Consolidation of Clark County PSAP's* is executed on behalf of Clark County, Indiana, by the undersigned as its duly authorized officials and representatives this _____ day of _____, 2013.

For CLARK COUNTY:

By: _____
Jack Coffman, President,
Board of Clark County Commissioners

Attestation and Certification:

The undersigned, as the duly elected and serving Auditor of Clark County, Indiana, hereby attests that on this _____ day of _____, 2013, he personally witnessed the execution of this Agreement by Jack Coffman, the duly authorized President of the Board of Clark County Commissioners. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by ordinances enacted by the Board of Clark County Commissioners in accordance with the provisions of applicable Indiana law.

R. Monty Snelling, Clark County Auditor

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESSETH WHEREOF, this *Interlocal Cooperation Agreement for the Creation of a Fiscal and Operations Board for the Clark County E911 System and to Begin Consolidation of Clark County PSAP's* is executed on behalf of the City of Jeffersonville, Indiana, by the undersigned as its duly authorized officials and representatives this _____ day of _____, 2013.

For JEFFERSONVILLE:

By: _____
Mike Moore, Mayor of the
City of Jeffersonville, Indiana

Attestation and Certification:

The undersigned, as the duly elected and serving Clerk-Treasurer of the City of Jeffersonville, Indiana, hereby attests that on this _____ day of _____, 2013, she personally witnessed the execution of this Agreement by Mike Moore, as the duly elected, serving, and authorized Mayor of the City of Jeffersonville, Indiana. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by ordinance enacted by the Common Council of the City of Jeffersonville, Indiana, pursuant to the provisions of applicable Indiana law.

Vicki Conlin, Clerk

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESSETH WHEREOF, this *Interlocal Cooperation Agreement for the Creation of a Fiscal and Operations Board for the Clark County E911 System and to Begin Consolidation of Clark County PSAP's* is executed on behalf of the City of Charlestown, Indiana, by the undersigned as its duly authorized officials and representatives this _____ day of _____, 2013.

For CHARLESTOWN:

By: _____
G. Robert Hall, Mayor of the
City of Charlestown, Indiana

Attestation and Certification:

The undersigned, as the duly elected and serving Clerk-Treasurer of the City of Charlestown, Indiana, hereby attests that on this _____ day of _____, 2013, she personally witnessed the execution of this Agreement by G. Robert Hall, as the duly elected, serving, and authorized Mayor of the City of Charlestown, Indiana. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by ordinance enacted by the Common Council of the City of Charlestown, Indiana, pursuant to the provisions of applicable Indiana law.

Donna Coomer, Clerk-Treasurer

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESSETH WHEREOF, this *Interlocal Cooperation Agreement for the Creation of a Fiscal and Operations Board for the Clark County E911 System and to Begin Consolidation of Clark County PSAP's* is executed on behalf of the Town of Clarksville, Indiana, by the undersigned as its duly authorized officials and representatives this _____ day of _____, 2013.

For CLARKSVILLE:

By: _____
Bob Polston, Town Council President,
Town of Clarksville, Indiana

Attestation and Certification:

The undersigned, as the duly elected and serving Clerk-Treasurer of the Town of Clarksville, Indiana, hereby attests that on this _____ day of _____, 2013, he personally witnessed the execution of this Agreement by Bob Polston, as the duly elected, serving, and authorized President of the Town Council of the Town of Clarksville, Indiana. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by ordinance enacted by the Town Council of the Town of Clarksville, Indiana, pursuant to the provisions of applicable Indiana law.

Robert P. Leuthart, Clerk-Treasurer

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESSETH WHEREOF, this *Interlocal Cooperation Agreement for the Creation of a Fiscal and Operations Board for the Clark County E911 System and to Begin Consolidation of Clark County PSAP's* is executed on behalf of the Town of Sellersburg, Indiana, by the undersigned as its duly authorized officials and representatives this _____ day of _____, 2013.

For SELLERSBURG:

By: _____
Paul Rhodes, Town Council President
Town of Sellersburg, Indiana

Attestation and Certification:

The undersigned, as the duly elected and serving Clerk-Treasurer of the Town of Sellersburg, Indiana, hereby attests that on this _____ day of _____, 2013, he personally witnessed the execution of this Agreement by Paul Rhodes, as the duly elected, serving, and authorized President of the Town Council of the Town of Sellersburg, Indiana. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by ordinance enacted by the Common Council of the Town of Sellersburg, Indiana, pursuant to the provisions of applicable Indiana law.

Dave Kinder, Clerk-Treasurer

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESSETH WHEREOF, this *Interlocal Cooperation Agreement for the Creation of a Fiscal and Operations Board for the Clark County E911 System and to Begin Consolidation of Clark County PSAP's* is executed on behalf of the Town of Utica, Indiana, by the undersigned as its duly authorized officials and representatives this _____ day of _____, 2013.

For UTICA:

By: _____
Hank Dorman, Town Council President
Town of Utica, Indiana

Attestation and Certification:

The undersigned, as the duly elected and serving Clerk-Treasurer of the Town of Utica, Indiana, hereby attests that on this _____ day of _____, 2013, he personally witnessed the execution of this Agreement by Hank Dorman, as the duly elected, serving, and authorized President of the Town Council of the Town of Utica, Indiana. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by ordinance enacted by the Common Council of the Town of Utica, Indiana, pursuant to the provisions of applicable Indiana law.

Patricia Love, Clerk-Treasurer

[The remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESSETH WHEREOF, this *Interlocal Cooperation Agreement for the Creation of a Fiscal and Operations Board for the Clark County E911 System and to Begin Consolidation of Clark County PSAP's* is executed on behalf of the Town of Borden, Indiana, by the undersigned as its duly authorized officials and representatives this _____ day of _____, 2013.

For BORDEN:

By: _____
[x], Town Council President
Town of Borden, Indiana

Attestation and Certification:

The undersigned, as the duly elected and serving Clerk-Treasurer of the Town of Borden, Indiana, hereby attests that on this _____ day of _____, 2013, he personally witnessed the execution of this Agreement by [Town President], as the duly elected, serving, and authorized President of the Town Council of the Town of Borden, Indiana. The undersigned further hereby certifies that this Agreement is a true and correct copy of the Agreement approved by ordinance enacted by the Common Council of the Town of Borden, Indiana, pursuant to the provisions of applicable Indiana law.

[x], Clerk-Treasurer