

Joint Resolution # 2013-31  
2013-12

A Joint Resolution of the Commissioners of Fountain County and the Commissioners of Warren County, State of Indiana, for the Operation and sustainment of the Fountain / Warren Regional Dispatch Center.

Whereas, The Commissioners of Fountain and Warren Counties, come now jointly to take the following action and agree as follows:

There was previously an agreement created between the Fountain County Commissioners, and the Warren County Commissioners, and the City of Attica dated June 19, 1995 that created the Fountain County Regional Dispatch Center.

The Commissioners of Fountain and Warren Counties now hereby jointly resolve to modify that agreement, under the following terms and conditions:

**NAME:** The name of the center shall be "The Fountain / Warren Regional Dispatch Center" herein after referred to as (FWRDC) or the "center"

**LOCATION:** The physical location of the center shall be relocated from the Attica City Building to a mutually agreed upon location. At the time of entering into this agreement the location is anticipated to be either the Fountain County Courthouse or the Fountain County Ambulance Shed.

**PURPOSE:** The purpose of the FWRDC shall be to administer the enhanced emergency telephone system, as provided for in Indiana Code 36-8-16.7, and in accordance with Indiana Administrative Code 240 IAC 5, Commonly referred to as "E-911 system" for both Fountain and Warren counties, including receiving and dispatching all emergency and non-emergency calls for service. Calls for service shall include all emergency service including, Sheriffs and Police agencies, Fire, and EMS for both counties.

**EXPENSES:** All operating expenses for the operation of the center will be split with Fountain County to pay 2/3, or Sixty Six and Sixty-seven hundredths Percent (66.67%) of all expenses, and Warren County will pay 1/3, or Thirty Three and Thirty-three hundredths Percent (33.33%). These percentage basis in the costs shall apply to the upfront cost of the AT&T service contract amount as well. Each County shall pay their respective portion in full, upfront for the AT&T service contract that must be entered into, with the current AT&T Contract set to expire in July of 2015. Fountain County shall be entitle to retain the full refund of Four Thousand Four Hundred Dollars (\$4,400.00), monthly, as a result of paying the required AT&T Contract amount in full. Expenses include, wages and salaries for staff, benefits and insurances for staff, actual utilities and insurance for the center, office supplies, maintenance of equipment and facilities, and any other costs incurred as a result of the operation of the center as is mutually agreed upon by the Commissioners of both counties.

Whereas, the parties to this agreement desire to create a governing board to manage, control, and supervise the various functions involved in the operation of the center. The Board will be called "The Fountain / Warren Regional Dispatch Governing board". The "board" will have the following major purposes:

- Establish and implement written policies, procedures, and protocols for the effective and efficient operation of the center.
- Establish and implement policies, procedures, and requirements for hiring of staff for the center.
- Select or cause to be selected, and supervise a "Dispatch Center Director" that will be responsible for overseeing daily operations and management of the center. The Board will evaluate, discipline, and consult with the director concerning all aspects of the centers operation, including budget expenditures.

**The Board shall consist of the following members:**

The Sheriff of Fountain County or his designee.

The Sheriff of Warren County or his designee.

The Attica City Police Chief or his designee.

The Covington City Police Chief or his designee.

One member of an Emergency Service of Fountain County appointed by the Fountain County Commissioners.

One member of an Emergency Service of Warren County appointed by the Warren County Commissioners.

One active duty law enforcement representative from an agency located in Fountain or Warren County, appointed to the board by the Fountain County Commissioners.

One Member of the Fountain County Board of Commissioners.

One Member of the Warren County Board of Commissioners.

The Governing Board shall meet quarterly at a minimum, and as necessary throughout the calendar year to manage the operation of the center.

**FUNDING:** The FWRDC shall be funded by revenues from the E911 fees from each county and by any other sources as provided for by agreement and by Indiana Law.

**CONTRACTED DISPATCH SERVICES:** The FWRDC shall also receive and dispatch regular, non-emergency calls, from time to time, for the local municipalities located in both counties. The FWRDC shall handle such calls and disseminate the received information to the appropriate service providers. The FWRDC reserves the right to contract with the municipalities for dispatch services rendered for a fee to be agreed upon on a flat fee basis or annually by the Commissioners of both counties and the municipalities.

**RELOCATION EXPENSES:** The Commissioners agree that the costs incurred to relocate and update the FWRDC from Attica to the Fountain County Ambulance

Shed or the Fountain County Courthouse, will be shared as follows: Fountain County will pay One-Half (1/2) and Warren County will pay One-Half (1/2).

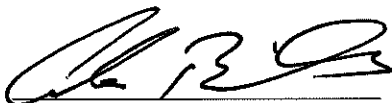
**MOTOROLA EXPENSES:** The Commissioners agree that the Fountain County and Warren County will share equally in the cost of purchasing the new equipment from Motorola. Equally shall mean that each county will pay Fifty Percent (50%) of the total cost of said equipment.

**BILLING PROCEDURE:** The Fountain County Auditor will receive the total bills for the FWRDC and will invoice the Warren County Auditor for payment of Warren County's One-third (33.33%) of the costs, as previously defined, at least on a quarterly basis.

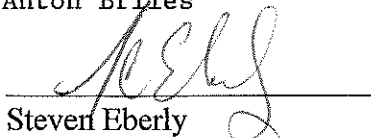
**2013 BALANCE:** The Warren County Auditor shall pay to the Fountain County Auditor the total sum of Twenty-six Thousand Six Hundred and Twenty-one Dollars, (\$26,621.00) for AT&T 911 fee for the balance of the 2013 calendar year.

**EFFECTIVE DATE:** This Joint Resolution shall take immediate effect upon execution by both Commissions. Thereafter, the Warren County Commissioners and the Fountain County Commissioners shall make their appointments to the Board as set forth above. Once the appointments have been made by the Commissioners of each county, then the Board shall meet to organize within two weeks from the date of ratification of the Resolution.

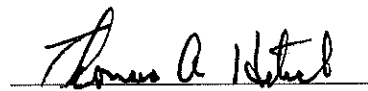
The above Resolution is hereby adopted by the Warren County Commissioners on this 2nd day of December, 2013 by a vote of 3 for and 0 against.



Anton Briles

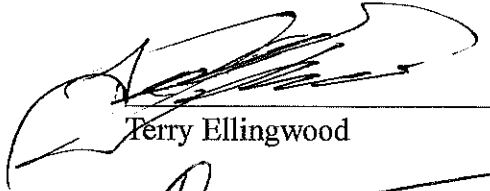


Steven Eberly

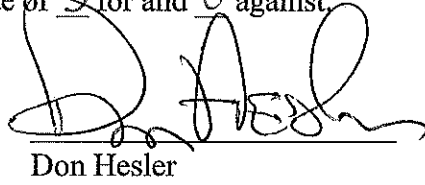


Thomas Hetrick

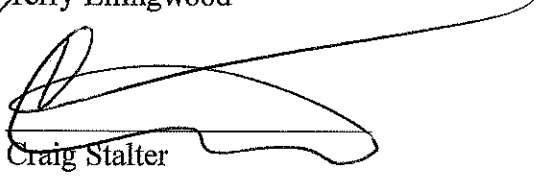
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Terry Ellingwood



Don Hesler



Craig Stalter