

The Board met in due form with the following members present: Roosevelt Allen, Jr., Michael Repay and Gerry Scheub. They passed the following orders, to wit:

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 25th day of November, 2013 at about 11:45 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 25th day of November, 2013 at about 11:45 a.m.

Order #1 Agenda #5A

In the Matter of Notices/Agenda: Certificate of Service of Meeting Notice and Posting to those who have made such written request to be make a matter of public record and posting.

Repay made a motion, seconded by Scheub, to make a matter of public record the Certificate of Service of Meeting Notice to who have made such written request and the posting thereof. Motion carried.

Order #2 Agenda #1

In the Matter of L C B.O.C. – Interlocal Agreement.

Repay made a motion to approve the Interlocal Agreement for 9-1-1 Communications (Version Dated Dec. 6th 2013), Scheub seconded the motion. Motion carried.

Commentary: Scheub, The mandate from the State, just for understanding, this is one of the many mandates we've been faced with over the years, and I think every City and Town has been waiting for the County to take the leadership in this by signing on to the Interlocal Agreement, I think this is going to see the whole process now, so I seconded that motion.

Commentary: Repay, I'd like to thank those members of the 9-1-1 Commission, staff, the attorneys, and our 9-1-1 Director Brian. It has been and will continue to be a long process and is a difficult one, and the ability to find consensus among 18 different entities is a very difficult one to do, but there's a lot to be proud of in the progress that we've made and there's a lot to be maintained, our engagement level of going forward and make sure that we're continuing to participate. This is a giant step in the right direction and hopefully it continues and hopefully we move forward.

Commentary: Allen, This is just a manifestation on display, that shows that Lake County can come together, in common agreement and work in a consensus manor, towards certain issues that effect the County, especially when the issues are important issues or the issues involve satisfying the matter of Law. I'm very happy that the County Government has signed and approved the Agreement, and certainly looking forward to all of the other units of Government in Lake County following suit so that we can we can move forward to our mandatory deadline of December 31st, 2014.

Nothing further.

Cont'd

Order #2 Agenda #1 cont'd

December 6, 2013

**INTERLOCAL AGREEMENT FOR CONSOLIDATION
OF PUBLIC SAFETY ANSWERING POINTS
(PSAPs) IN LAKE COUNTY, INDIANA**

1. Purpose: (IC 36-1-7-3(a)(2))

- 1.1 The purpose of this Interlocal Agreement ("Agreement") is to bring Lake County into compliance with IC 36-8-16.7-47(e) requiring that each Public Safety Answering Point ("PSAP") operator in Lake County enter into an Interlocal Agreement under IC 36-1-7 with every other PSAP operator in Lake County to ensure that Lake County does not contain more than two (2) PSAPs after December 31, 2014 as required by IC 36-8-16.7-47(c).
- 1.2 The purpose of the Interlocal Agreement is to create a consolidated PSAP for the purposes of receiving E-911 calls, receiving other requests for public safety services and dispatching emergency services for all police and fire agencies, as well as emergency medical services in Lake County.

2. Duration of Agreement: (IC 36-1-7-3(a)(1))

- 2.1 This Agreement remains in effect until IC 36-8-16.7 is modified by the Indiana General Assembly and the law no longer mandates consolidation of 911 services.
- 2.2 Should the law be changed and no longer require consolidated PSAP services, the Agreement may be terminated in accordance with §12 of this Agreement.

3. Plan for Consolidation: (IC 36-8-16.7-47(g)(1)(A))

3.1 Number and Location of PSAPs

- A. Not later than December 31, 2014, Lake County shall operate no more than two (2) PSAPs.
- B. The Lake County consolidated PSAP shall be located at the Lake County Government Complex, Administration Building, 2293 N. Main Street, Crown Point, IN 46307.

3.2 Process of Consolidation

- A. The Lake County Public Safety Communications Commission, ("Commission") created by Lake County Council Ordinance 1335B enacted May 5, 2011 (repealed July 9, 2013) and Lake County Ordinance 1362A enacted July 9, 2013 and amended by Lake County Ordinance 1362A-1 enacted September 11, 2013, is the body responsible for implementing the process of consolidation.
- B. The Lake County Public Safety Communications Department ("Department") is the administrative entity to operate the consolidated 911 dispatch function for all Lake County's fire, ambulance, and law enforcement agencies.
- C. The Commission, with recommendations from the 911 Executive Director, shall determine the process and the exact sequence that each local government unit's PSAP operation is merged into the Lake County Public Safety Communications Department.

3.3 Responsibility of Seventeen (17) Local Government Units with PSAPs

- A. Each of the seventeen (17) local government units that previously did or currently do operate PSAPs in Lake County shall do the following:

Order #2 Agenda #1 cont'd

- (1) Assist in the establishment of the consolidated PSAP by providing reasonable access to authorized contractors to assess dispatch and radio equipment at the unit's facilities and provide reasonable access to information regarding personnel and operations;
- (2) Allow the Commission to use its radio frequencies, if needed for public safety interoperability, while the seventeen (17) local government units retain ownership of the licensure of the frequency;
- (3) Allow the Commission to use its communication and water towers, if space is available, to attach transmitters or related equipment thereto for radio transmission, while the specific units retain ownership of the towers.
- (4) Make the required radio purchase as outlined in §8 of this Agreement, and provide the necessary funding by levy transfer as outlined in §9 of this Agreement.
- (5) Purchase, repair, upgrade, and replace in-car and portable radios at the expense of the individual local government unit.
- (6) Each of the seventeen (17) local government units which currently operate PSAPs in Lake County shall take any other actions necessary to effectuate the efficient consolidation of PSAP operations pursuant to this Agreement no later than December 31, 2014.

3.4 Responsibility of Units without PSAPs.

The Towns of New Chicago, Schneider and Winfield currently do not have their own PSAPs. Each of these units currently receive service through the Lake County Sheriff's Department. Schneider has a Town Marshall but does not have any PSAP capability. New Chicago and Winfield are serviced under a contract with Lake County whereby the Sheriff provides dispatch services to the towns.

3.5 Time table for Completing Consolidation

- A. **August 1, 2014:** Deadline for the State Budget Agency ("SBA") to certify an estimate of the income tax distribution for 2015. IC 6-3.5-1-1.9; IC 6-3.5-6-17; IC 6-3.5-7-11.
- B. **August 2, 2014:** Any political subdivision that in 2015 will make a transfer of funds or will receive a transfer of funds as described above for a consolidation of emergency 911 and/or PSAP services effective 2015 must inform the Department of Local Government Finance ("DLGF") on or before August 2, 2014 of the amount of the transfer and its proposed 2015 maximum levy. This information will facilitate the Department's review of budgets for 2015.
- C. **August 7, 2014:** All units shall submit their 2015 budgets to their fiscal bodies no later than August 7, 2014 as required, and include in their 2015 budgets the cost of operating their own PSAPs in 2014 as if consolidation will not take place.
- D. **September 1, 2014:** All units must certify a maximum levy decrease amount to the DLGF on or before September 1 of the year preceding the year in which the adjustment is to take effect. IC 36-1-7-16.
- E. **September 13, 2014:** Last day for first publication of proposed 2015 budgets, rates, and levies and notice to taxpayers of public hearing (Budget Form 3). IC 6-1.1-17-3.

Order #2 Agenda #1 cont'd

- F. **September 20, 2014:** Last day for second publication of proposed 2015 budgets, rates and levies and notice to taxpayers of public hearing (Budget Form 3). IC 6-1.1-17.3.
- G. **September 30, 2014:** Deadline for the State Budget Agency ("SBA") to certify the actual income tax distributions for 2014. IC 6-3.5-1.1-9; IC 6-3.5-6-17; IC 6-3.5-7-11.
- H. **October 1, 2014:** Effective date for LOIT rate changes adopted by ordinance after December 31, and before September 1. IC 6-3.5-1.1-1.5; IC 6-3.5-6-1.5; IC 6-3.5-7.4.9.
- I. **October 21, 2014:** Deadline for the County to file an Extension of Services excess levy appeal to the DLGF to have effect for the following year. IC 36-1-7-16; IC 6-1.1-18.5-13(a)(1).
- J. **October 22, 2014:** Last possible day for taxing units to hold a public hearing on their 2014 budgets. Public hearing must be held at least ten days before budget is adopted (except in Marion County and in second class cities). This deadline is subject to the scheduling of the adoption meeting, which could be held before November 1. IC 6-1.1-1-17-5.
- K. **November 1, 2014:** Deadline for all taxing units to adopt 2015 budgets, rates, and levies.
- L. **December 31, 2014:** Deadline for Lake County to contain no more than 2 PSAPs. IC 36-8-16.7-47(C). The transition into the consolidated PSAP will occur during the second half of 2014 so as to meet this deadline.
- M. **February 17, 2015:** The Department certifies 2015 budgets, rates, and levies. IC 6- 1.1-17-16; IC 36-1.5-4-7.

3.6 Effective Date of Agreement.

- A. The fiscal body of each unit must approve the Agreement either before or after its execution by the unit's executive to be effective without Indiana Attorney General approval. IC 36-1-7-4.
- B. The fiscal body for a city is its city council; the fiscal body for a town is its town council; and the fiscal body for Lake County is its county council.
- C. The executive for a city is its mayor; the executive for a town is its town board president; and the executive for Lake County is its Board of County Commissioners.
- D. If the Agreement is not approved and executed by the executive and fiscal body of one or more units, then the Agreement must be approved by the Indiana Attorney General. IC 36-1-7-4. If the Indiana Attorney General fails to disapprove the Agreement within sixty (60) days after it is submitted, the Agreement is considered approved. IC 36-1-7-4.
- E. If the Indiana Attorney General on behalf of the State 911 Board issues an opinion that the Agreement concerns the provision of services or facilities that the State 911 Board has the power to control, this Agreement must be submitted to the State 911 Board for approval before it takes effect. IC 36-1-7-5. If the State 911 Board fails to disapprove the Agreement within sixty (60) days after it is submitted, the Agreement is considered approved. IC 36-1-7-6.
- F. After all necessary approvals, this Agreement is effective on the date that a copy is recorded with the Lake County Recorder. IC 36-1-7-6.
- G. Not later than sixty (60) days after the Agreement is recorded with the Lake County Recorder, a copy must be filed with the Indiana State Board of Accounts for audit purposes. IC 36-1-7-6.

Order #2 Agenda #1 cont'd

4. Administration of Agreement (IC 36-1-7-3(a)(5)(A))

The administration of this Agreement shall be through the Lake County Public Safety Communications Commission ("Commission"). Lake County Council Ordinance 1335B initially created only the Lake County Public Safety Commission and not a PSAP Department. Lake County Council Ordinance 1362A enacted July 9, 2013 rescinded Ordinance 1335B and recreated the Commission as well as created a new department in Lake County Government known as the Lake County Public Safety Communications Department ("Department"). Lake County Ordinance 1362A was amended by Lake County Ordinance 1362A-1 enacted September 18, 2013 which modified the appointees to the Commission.

5. Commission to Consolidate 911 Dispatch Function and Interoperable Communications System

5.1 The Commission is the oversight body for the consolidated 911 Dispatch Function and Interoperable Communications System.

5.2 The Commission is comprised of the following twenty-one (21) voting members and one (1) non-voting advisor:

- A. The Chief of Police, Chief of the Fire Department, or Emergency Management Director as appointed by the Mayors of Gary, Hammond, East Chicago, Crown Point, Hobart, Lake Station and Whiting (seven (7) voting members).
- B. The Chief of Police, Chief of the Fire Department, or Emergency Management Director as appointed by the Town Council Presidents of Cedar Lake, Dyer, Griffith, Highland, Lowell, Merrillville, Munster, New Chicago, Schererville and St. John (ten (10) voting members).
- C. Lake County Sheriff who serves by virtue of office (voting member).
- D. One member of the Lake County Board of Commissioners (voting member).
- E. One member of the Lake County Council (voting member).
- F. One member representing unincorporated Lake County appointed by the Lake County Board of Commissioners (voting member).
- G. Lake County Emergency Management Director who serves by virtue of office (non - voting advisor).
- H. If the Town of Schneider or the Town of Winfield ever establish a police department then each of their town board presidents shall be entitled to appoint a Chief of Police, Chief of the Fire Department, or Emergency Management Director to the Commission and said appointments shall be voting members.

5.3 The three primary responsibilities of the Commission are:

- A. Ensure that all of Lake County's seventeen (17) PSAPs enter into an Interlocal Agreement under IC 36-1-7 so that there are not more than two PSAPs after December 31, 2014.
- B. Consolidate the PSAPs with as little impact upon public safety as possible.
- C. Operate an efficient and responsive 911 system.

Order #2 Agenda #1 cont'd

- 5.4 The Commission's powers include:
- A. Operating and maintaining the consolidated dispatch function and interoperable communications system including: frequency planning, managing the licensing of frequencies with the Federal Communications Commission and anything else needed for the proper functioning of the consolidated dispatch center and interoperable communications system.
 - B. Developing means of sharing information operationally and technologically to improve public safety.
 - C. Developing a personnel system for employees of the Commission including staffing, salary, benefits and standards for hiring, and disciplining employees.
 - D. Accepting revenue from fees, gifts, devises, bequests, grants, loans, appropriations, revenue sharing, other financing and any other aid from any source.
 - E. Creating committees to assist in carrying out its purposes.
 - F. Establishing the procedures to be followed by the Department in its operations.
- 5.5 The Commission shall make recommendations to the County Commissioners regarding:
- A. Financing, purchasing and contracting for the implementation of a consolidated dispatch function that complies with state law and an interoperable communications system.
 - B. Contracting with consultants including architects, engineers, attorneys, auditors and others to assist in the financing, planning, development and implementation of the consolidated dispatch function and interoperable communications system.
 - C. Acquiring personal or real property, or any interest therein, by lease or conveyance.
 - D. Recommending persons for the position of Executive Director who shall be selected by the Board of Commissioners from the list of candidates.
 - E. Owning, improving and constructing facilities on real property.
 - F. Conveying, leasing, mortgaging or otherwise disposing of or encumbering personal or real property, or interests therein, or facilities on it.
 - G. Assessing charges for using the consolidated dispatch center and interoperable communications system.
 - H. Entering into and performing use and occupancy agreements concerning the consolidated 911 dispatch function and interoperable communications system.
- 5.6 The Commission shall make recommendations to the County Council regarding:
- A. The Commission's annual budget required to operate the Department;
 - B. The staff structure of the Department to be adopted by the Council in its fiscal capacity.
 - C. The number of departmental employees, their compensation, and their benefits.

Order #2 Agenda #1 cont'd

5.7 The Commission's Executive Board

- A. The Commission shall have a five (5) member 911 Executive Board consisting of the following:
- (1) The Chairman of the Commission;
 - (2) The Vice-Chairman of the Commission;
 - (3) The Lake County Commissioner who is serving on the Commission; and
 - (4) Two (2) members of the Commission selected by an affirmative vote of the majority of the total number of members serving on the Commission.
- B. The 911 Executive Board shall conduct the business of the Commission, except the Commission shall have the sole authority for:
- (1) The adoption and amendment of bylaws, rules, and procedures for the operation of the Commission;
 - (2) The election of the 911 Chairman and Vice-Chairman; and
 - (3) The development of the budget to be submitted to the Lake County Council for approval.

6. Department to Operate 911 Dispatch Function and Interoperable Communication System

The Lake County Public Safety Communications Department ("Department") is the administrative entity to operate the consolidated PSAP 911 dispatch function for all of Lake County's fire, ambulance and law enforcement agencies.

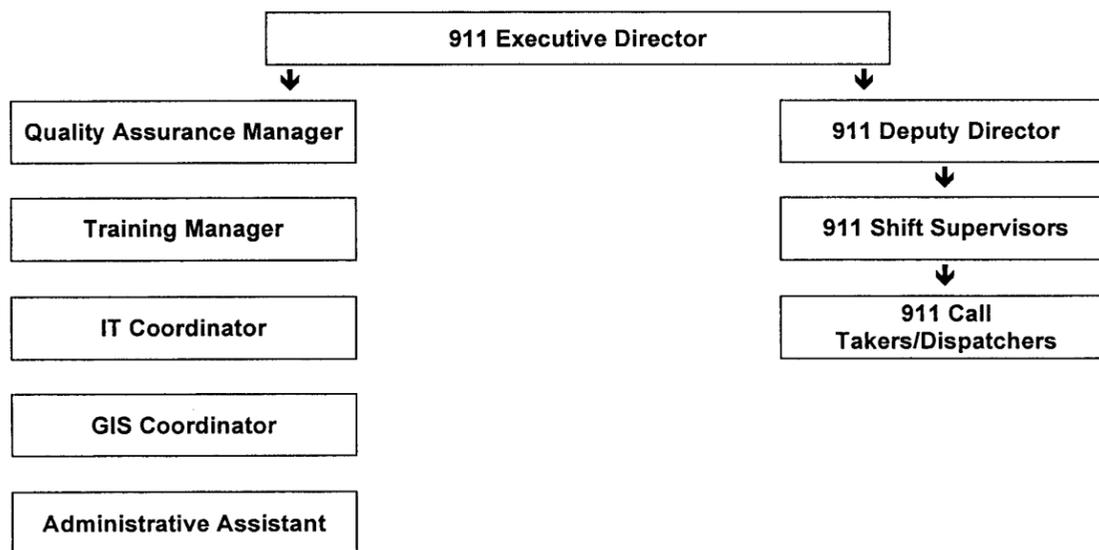
6.1 Staffing Plan for the Department (IC 36-1-7-3(a)(3) and IC 36-8-16.7-47(g)(2)

The persons filling the Department staff positions shall be employees of Lake County and shall be subject to all policies, benefits, and pay as determined by the Lake County Council.

- 6.2 The Department shall be under the supervision of an Executive Director who is hired by the Lake County Commissioners and reports to the Lake County Commissioners by and through the Commission.
- 6.3 The Executive Director shall submit to the Commission a classification of positions in the Department which shall include the determination of reasonable standards of qualifications and fix the prerequisites of training, education, and experience.
- 6.4 The Commission shall submit its recommendations on the positions and staff structure to the Lake County Council for adoption in its fiscal capacity by July 1 each year for the following year.
- 6.5 The Executive Director, with approval of the Commission, has the authority to set standards, policies, procedures, rules, and regulations in prescribing conduct, performance, and duties required of the Department's employees.

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- 6.6 The Executive Director shall select employees to fill the staff positions in the Department subject to the review and recommendation of the Commission's Human Resources Committee, and upon approval of the Lake County Commissioners in accordance with State law.
- 6.7 The applicants for the staff positions in the Department shall apply during the designated application period and if selected based upon the results of testing, experience and abilities, will be offered a position of employment in the Department to begin no later than December 31, 2014. These new employees shall terminate their existing employment, if any, and become an employee of the Department.
 - A. The salary offered to each new employee will be based upon the Department's budget and salary considerations and will not be based upon prior salary or benefits of the employee if they were previously employed with any one of the local government units.
 - B. If the hiring of an employee by the Department in calendar year 2014 results in a personnel shortage to a local government unit as a result of the Department's new employee leaving his/her current position with a local government unit, the local government unit is responsible for obtaining a temporary replacement and paying his/her wages for dispatch services for the City or Town only until December 31, 2014.
- 6.8 The Executive Director shall assign the duties of the Department's employees in a manner that achieves the effective operation of the Department and assists to increase public safety. The Executive Director shall insure that the Department and its operations meet all of the standards established for E-911 Interoperability.
- 6.9 The proposed staffing plan for the Department is outlined as follows:



Order #2 Agenda #1 cont'd

6.10 **Protocol for the Department to Receive 911 Calls and Dispatch Public Safety Agencies (IC 36-8-16.7-47(g)(3))**

The protocol to be followed by the Department in receiving incoming 911 calls and dispatching appropriate public safety agencies to respond to calls will be as follows:

- A. Calls will be processed on a two tier level (stage two dispatching): call-takers and dispatchers. When an emergency call is received, the call taker will obtain detailed call information (utilizing nationally recognized protocols) and enter that call into the computer-aided dispatch system (CAD). In turn, the CAD system routes the call to the proper dispatcher. Dispatchers will be designated and trained for police or fire/emergency medical services. Calls will be routed to the properly designated dispatching entity.

7. **Purchasing Method**

- 7.1 The Commission shall solicit proposals through a Request for Proposals pursuant to IC 5-22-9-1 *et seq.* to locate, determine, and hire vendors to contract with for the infrastructure, equipment and user equipment for the start up of the Consolidated 911 facilities and operations. Said contracts will be entered into by the Lake County Commissioners.
- 7.2 Each municipality may use any purchasing method they choose, as allowed by law, to purchase the in-car and portable radios needed by each unit as set forth in § 8.

8. **Capital Funding Plan (IC 36-8-16.7-47(g)(2) and IC 36-1-7-3(a)(3))**

- 8.1 The Commission shall have an estimated facilities and equipment capital funding plan capable of building, developing and purchasing equipment in 2014 for the Department in a cost efficient manner while meeting the public safety needs of Lake County.
- 8.2 The proposed estimated capital plan for the start-up of the facilities and operations is as follows:

LAKE COUNTY 911 CAPITAL EXPENDITURES	
LINE ITEM/SUB LINE ITEM	BUDGET
911 Center Building Renovation	\$ 3,232,000
Radio System	\$ 11,000,000
Radio Back-up core switch	\$ 650,000
Towers-Main, Back-up & Hobart	\$ 750,000
Recording System	\$ 300,000
Console Furniture	\$ 710,000
CAD/RMS System	\$ 900,000
PRO Q/A	\$ 716,000
Net Motion	\$ 200,000
2 Factor Login	\$ 79,000
Video Monitoring System	\$ 315,000
Office Furniture	\$ 150,000
CAD/RMS & In House Computers	\$ 91,200
Computer & Video Monitors	\$ 119,000
Computer Servers & Software	\$ 250,000
Computer Hardware Cabinets	\$ 63,000
Administrative Phone System	\$ 150,000
TOTAL	\$ 19,675,200

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- 8.3 The funds needed to acquire the necessary equipment required for the Department will be obtained through municipal lease(s) and bond(s). The repayment on an annual basis for municipal lease(s) and bond(s) will be the responsibility of the County.
- A. Upon receipt of bids in response to a Request for Proposals, said proposals shall be submitted to the Commission's Executive Board for review and recommendation to the Lake County Commissioners.
- B. The signatory to any municipal lease will be the Lake County Commissioners.
- 8.4 The individual units shall directly purchase the number of in-car and portable radios needed by its individual police and fire departments at their own cost. Each unit shall individually determine how many radios it will purchase. The in-car and portable radios for police and fire needed by the individual townships shall be determined by and included in the budget of the County due to the fact that the Lake County Commissioners serve as mayors to the townships.
- 8.5 All in-car and portable radios purchased by the individual units shall comply with the minimum standards issued by the Commission. The Commission will provide said standards to the units after the bid is awarded and a contract is entered into with the provider from whom the radio system will be purchased. All radios shall be received by the individual units no later than September 1, 2014.
- 8.6 All in-car and portable radios will only be programmed by a radio service provider approved by the Commission. Individual departments or units shall not attempt to program their own radios. It is imperative to the proper functioning of the entire radio system that the radio programming be uniform.
9. **Operations Funding Plan (IC 36-1-7-3(a)(3), IC 36-8-16.7-47(g)(2)) and IC 36-1-7-16**
- 9.1 The Commission shall annually adopt an operations funding plan capable of operating the PSAP in a cost efficient manner while meeting the public safety needs of Lake County. The Commission shall recommend a budget to the Lake County Council for adoption by July 1 each year.
- 9.2 The Lake County Council is the appropriating body with the final authority to establish the budget for the Department's operation of the PSAP after considering the recommendations of the Commission.
- 9.3 The Lake County Treasurer and the Lake County Auditor are the fiscal agents to receive, disburse, account for, and invest the Commission's funds. IC 36-1-7-4(A)(3).
- 9.4 The cost of operating the Department is the responsibility of Lake County, like all other offices of county government.
- 9.5 A deficiency, if any, in the operation's funding plan for the Department shall be the responsibility of the Lake County Council to determine how any additional costs shall be paid from the County general fund. The individual municipalities' only financial obligation is the levy transfer set forth in §9.7(C)(5). The individual municipalities shall not be responsible for any costs of, or required in any manner to contribute to, the operation expenses of the Department at the time of execution of this Agreement or any time in the future.
- 9.6 The primary sources of funding for 911 operations shall be as follows:
- A. The guaranteed annual revenue from Statewide 911 Fees specified in IC 36-8-16.7 37(a)(2), which for Lake County in state fiscal year 2013-2014 is two million six hundred thousand dollars (\$2,600,000). This amount will be increased each year by a percentage that does not exceed

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the percent of increase in the United States Department of Labor Consumer Price Index during the twelve (12) months preceding the state fiscal year for which the distribution is made.

- B. The additional annual Statewide 911 Fees specified in IC 36-8-16.7-37(a)(3) that might be available to Lake County in any of the years cannot be determined. There is no statistical basis for making an estimate. Therefore, in the budget analysis the dollar total is zero.
- C. The annual property tax funds that the DLGF will transfer in 2015 from the operating budgets of each of the Lake County political subdivisions to the budget of Lake County for operation of the consolidated PSAP pursuant to this Agreement. Said levy transfers are determined by law as follows:
- (1) Under IC 36-1-7-16 when a political subdivision enters into an agreement with one or more other political subdivisions under IC 36-1-7 to transfer, combine, or share powers, duties, functions, or resources; and the political subdivision realizes through the transfer, combination, or sharing of powers, duties, functions, or resources a:
 - (a) savings; or
 - (b) reduction in the reasonably foreseeable expenses that would otherwise have been incurred by the political subdivision if the transfer, combination, or sharing of powers, duties, functions, or resources had not taken place;

The DLGF will decrease the maximum permissible property tax levies, maximum permissible property tax rates, and budgets (under IC 6-1.1-17 and IC 6-1.1-18.5) of the political subdivisions that are signatories to this Agreement to:

 - (c) eliminate double taxation by different political subdivisions for services; or
 - (d) eliminate any excess by which the amount of property taxes imposed by the political subdivision exceeds the amount necessary to pay for services.
 - (2) The fiscal body of each of the political subdivisions shall determine and certify to the DLGF the amount of the adjustment, if any, to be made. The amount of the adjustment, if any, to be made must comply with this Agreement under which the political subdivision transfers, combines or shares powers, duties, functions, or resources.
 - (3) The Department of Local Government Finance issued a definitive memorandum dated June 6, 2013 entitled "UPDATE to March 25, 2013 Memorandum Entitled Emergency 911 & Public Safety Access Point ("PSAP") Funding". The steps outlined in the definitive memorandum for the determination of the levy amount transferred to a county are as follows:
 - (a) The Department of Local Government Finance must adjust each political subdivision's maximum levy in accordance with IC 36-1-17-16.
 - (b) The dollar total of the maximum levy that is used by the transferring political subdivision for PSAP services prior to consolidation must be determined.
 - (c) The amount to be included in the county budget from the transferring unit is determined through an analysis of the transferring unit's levy and budget.

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- (d) The DLGF will then increase the county's levy by the amount identified in the above analysis.
- (4) In accordance with IC 36-1-7-16, the fiscal body of each of the political subdivisions of Lake County provided details of salary, wages, benefits and PSAP operational costs for the past 3 years to financial consultants, Cender and Company, for evaluation and determination of total PSAP costs.
- (5) The fiscal body of each of the political subdivisions realizes, through the transfer, combination, or sharing of powers, duties, functions or resources, a savings or reduction in the reasonably foreseeable operational expenses that would otherwise have been incurred if 911 Consolidation had not taken place. These values for each political subdivision are as follows:

RECOMMENDED LEVY SHIFTS PER PSAP	
TAXING UNIT	CHANGE IN 2015 LEVY
Cedar Lake	\$ 131,658.00
Crown Point	\$ 336,474.00
Dyer	\$ 194,514.00
East Chicago	\$ 1,001,406.00
Gary	\$ 1,350,941.00
Griffith	\$ 201,228.00
Hammond	\$ 1,158,871.00
Highland	\$ 225,650.00
Hobart	\$ 364,087.00
Lake County	\$ 801,620.00
Lake Station	\$ 162,582.00
Lowell	\$ 193,232.00
Merrillville	\$ 356,218.00
Munster	\$ 253,988.00
New Chicago	\$ 16,967.00
Schererville	\$ 373,416.00
St. John	\$ 293,631.00
Whiting	\$ 146,831.00
TOTAL TO LAKE COUNTY	\$ 7,563,314.00

- (6) In accordance with IC 36-1-7-16, the fiscal body of each of the political subdivisions of Lake County shall determine and certify to the DLGF by September 1, 2014 that the "levy attributable to PSAP cost" for each political subdivision as set forth in above is the amount of adjustment the DLGF must make to the maximum permissible property tax levies, maximum permissible property tax rates, and budgets of each political subdivision under IC 6-1.1-17 and IC 6-1.1-18.5 to eliminate double taxation by different political subdivisions for services; or eliminate any excess by which the amount of property taxes imposed by the political subdivision exceeds the amount necessary to pay for services.
- (7) As a result of the transfer from the operating budgets of each of the political subdivisions to the budget of Lake County, approximately 7.5 million dollars will be shifted from the individual municipalities budget to the budget of Lake County for the Department.

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- (a) The certification by each unit to the Department of Local Government Finance of the levy transfers is a one time event which will affect the budgets of each political subdivision in 2015 and every year thereafter. There is no stagger of levy transfers or any additional future transfers.
- (b) The levy transfer amount set forth for each municipality above shall be permanently removed from the municipalities' budgets in 2015 and transferred to the budget of the Lake County Council to be used exclusively for the 911 Department. The Department of Local Government Finance will reduce each municipality's budget by the certified amount in 2015. Upon this one time transfer, the certified amount will remain in the County's budget in 2015 and for each year thereafter for the Department.

D. Any other sources of funding for operations available to the Lake County Commissioners or the Commission.

10. Initial Budget and Source of Funds (IC 36-1-7-3(a)(3), IC 36-8-16.7-47(g)(2)) and IC 36-1-7-16

10.1 The estimated annual operations budget of the Department for 2015 is identified as follows:

- A. 100 Series (Wages and Benefits) totals approximately \$7 million;
- B. 200 Series (Supplies) totals approximately \$129,100;
- C. 300 Series (other charges – maintenance and service contract, utilities, training, etc.) totals approximately \$3 million;
- D. Total estimated operations budget for 2015 is \$10.1 million.

10.2 Included in the budget of the Commission each year shall be the annual payment of \$1.3 million for payment of the Enhanced 911 Service Agreement between Lake County and Indiana Bell Telephone Company Incorporated (AT&T) for dedicated 911 telephone lines. The terms of the current lease agreement with AT&T require payment in this amount annually until 2018. Upon consolidation of all of the local government PSAPs, the Commission, with the assistance of its Executive Director, shall attempt to modify the financial obligation set forth in the lease agreement with AT&T, if possible.

10.3 Based upon the available funding sources, the operating budget for the Department proposed for 2015 is as follows:

PRIMARY FUNDING SOURCES FOR ESTIMATED OPERATIONS BUDGETS	
Sources of Funds	2015
Guaranteed Revenue (State 911)	\$ 2,600,000
Property Taxes	\$ 6,700,000*
Additional 911 Fees	\$ 0
Additional Funding Sources	unknown
Total Source of Funds	\$ 9,300,000

Source: Cender and Company.

* The total levy shift recommended is \$7.5 million. As with any property tax levy, these funds will be subject to the constitutional property tax caps. Cender and Company estimates the net effective revenue to the county from this levy at \$6.7 million.

Order #2 Agenda #1 cont'd

- A. The guaranteed annual revenue from statewide 911 fees will be the base amount of \$2,600,000. This amount will be increased each year by a percentage that does not exceed the percent of increase in the United States Department of Labor Consumer Price Index during the twelve (12) months preceding the state fiscal year for which the distribution is made.
 - B. The guaranteed annual revenue may be adjusted by additional annual statewide 911 fees specified in IC 36-8-16.7-37(a)(3). This source cannot be estimated at this time as there is no quantifiable basis for making any calculations.
- 10.4 The Lake County Council as the fiscal body for the County has the sole authority to establish the budget for the Commission and the Department.
- 10.5 Any additional operational costs of the consolidated PSAP operation that are not paid from the guaranteed annual revenue, additional annual statewide fees, or property tax levy shift are the responsibility of the Lake County Council to determine how any additional costs shall be paid from the County general fund.
- 10.6 The Lake County Public Safety Department is a department of Lake County.

11. Modification of Agreement

This Agreement may be modified only by a unanimous affirmative vote of the members of the entire Commission. Additionally this Agreement may be modified only in writing, adopted and executed in the same manner as this Agreement was itself adopted.

12. Termination of Agreement (IC 36-1-7-3(a)(4))

This Agreement may be terminated only if IC 36-8-16.7 is repealed or modified so as to no longer require two or fewer PSAPs, and by a unanimous affirmative vote of the members of the entire Commission to terminate based upon the following conditions:

- A. A one-year continuation of this Agreement is required from the date of the unanimous affirmative vote of the members of the entire Commission to terminate this Agreement;
- B. Termination of this Agreement requires the cities and towns to resume providing E-911 and dispatch services as handled by the units prior to the execution of this Agreement, and;
- C. The Department shall continue the E-911 and dispatch services for all Lake County local government units as contemplated under this Agreement for a period of one year so arrangements can be made by the units to resume responsibility of providing E-911 and dispatch services to their individual cities and towns, so as not to interrupt essential emergency services for the citizens of Lake County.
- D. In the event each unit resumes its own dispatch service, the County shall certify to the Department of Local Government Finance the levy amounts set forth in §9.6(C)(5) to be transferred back to the individual units.

13. Disposal of Property Upon Termination (IC 36-1-7-3(a)(6))

Upon termination of this Agreement, the personal property assets purchased in the capital expenditure plan shall be disposed of as follows:

Order #2 Agenda #1 cont'd

- A. The property will be disposed of in accordance with applicable federal and/or state law. Specifically, if the property is procured through the acquisition of federal funds which dictate the procedure for disposal, these rules and regulations must be followed prior to following any state statutes.
- B. All property purchased or used only by one of the units, such as radios and other equipment, will remain the property and responsibility of the purchasing or using party.
- C. If permitted, the tangible and intangible assets, other than the personal property identified in §13(B), shall be valued with allowance for any liens and encumbrances. These assets shall either be distributed in-kind among the participating local government units or be sold and the net proceeds of the sale shall be distributed with each local government unit receiving that percent of the net proceeds that its population represents as a percent of the total population of the local government units participating in this Agreement.

14. Disputes

All disputes which arise concerning the operation of the Department which are not personnel issues covered by the personnel policy, shall be informally discussed by the complaining party and the Executive Director. Any dispute not resolved informally shall be reported to and considered by the Executive Board of the Commission.

- A. In the event that a dispute is not resolved by the 911 Executive Board, the parties agree to submit any disputes to mediation under the Indiana Rules of Alternative Dispute Resolution prior to the initiation of litigation, except for temporary restraining orders and/or preliminary injunction requests. The dispute procedures listed in §14 of this Agreement should not be construed as final administrative procedures but remedies under the law. §14 is merely an avenue for the units to attempt to resolve any disputes prior to formal mediation under the Indiana Rules of Alternative Dispute Resolution.

15. Indemnity

The local government units, as well as their agents and employees, shall not be liable for any claims, demands, damages, liabilities, costs, expenses, actions, causes of action, suits at law or in equity pertaining to the Lake County Public Safety Communications Department, as well as loss, damage, injuries or other casualty of whatsoever kind or by whomsoever caused to the person or property of anyone, on or off the PSAP location at the Lake County Government Complex, Administration Building, 2293 North Main Street, Crown Point, Indiana 46307, arising out of or resulting from the use of the property for the Lake County Public Safety Communications Department, whether due in whole or in part to the negligent acts or omissions of the local government units, their agents or employees; and the Lake County Commissioners in their official capacity, and their assigns do hereby agree to indemnify and hold the local government units, their agents and employees, harmless from and against all claims, demands, damages, liabilities, suits or actions (including all reasonable expenses and attorney fees incurred by or imposed by the local government units in connection therewith), for such claims, demands, damages, liabilities, actions, causes of action, suits at law or in equity, as well as damage, injury or other casualty.

16. Acknowledgement

The signature by a unit's designated officer evidences that the unit has at a properly called meeting approved the Interlocal Agreement and has authorized its officer to execute the Agreement on its behalf.

Order #2 Agenda #1 cont'd

17. Entire Agreement

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.

18. Severability

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.

19. Execution and Counter Parts

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.

20. Phase In of Operations

The process of constructing new facilities and acquiring equipment, as well as staff, is dependent upon the date when the last of the units executes this Agreement.

APPROVED:

Cedar Lake Town Council
By Its President

Date

Attest:

Date

Town of Cedar Lake Executive
By Its President Cedar Lake Town Council

Date

Attest:

Date

Order #2 Agenda #1 cont'd

Crown Point City Council
By Its President

Attest:

Date

Date

City of Crown Point
By Its Mayor

Attest:

Date

Date

Dyer Town Council
By Its President

Attest:

Date

Date

Town of Dyer Executive
By Its President Dyer Town Council

Attest:

Date

Date

East Chicago City Council
By Its President

Attest:

Date

Date

Order #2 Agenda #1 cont'd

City of **East Chicago**
By Its Mayor

Attest:

Date

Date

Gary City Council
By Its President

Attest:

Date

Date

City of **Gary**
By Its Mayor

Attest:

Date

Date

Griffith Town Council
By Its President

Attest:

Date

Date

Town of **Griffith Executive**
By Its President Griffith Town Council

Attest:

Date

Date

Order #2 Agenda #1 cont'd

Hammond City Council
By Its President

Attest:

Date

Date

City of Hammond
By Its Mayor

Attest:

Date

Date

Highland Town Council
By Its President

Attest:

Date

Date

Town of Highland Executive
By Its President Highland Town Council

Attest:

Date

Date

Hobart City Council
By Its President

Attest:

Date

Date

Order #2 Agenda #1 cont'd

City of **Hobart**
By Its Mayor

Attest:

Date

Date

Lake Station City Council
By Its President

Attest:

Date

Date

City of **Lake Station**
By Its Mayor

Attest:

Date

Date

Lowell Town Council
By Its President

Attest:

Date

Date

Town of **Lowell** Executive
By Its President Lowell Town Council

Attest:

Date

Date

Order #2 Agenda #1 cont'd

Merrillville Town Council
By Its President

Attest:

Date

Date

Town of **Merrillville** Executive
By Its President Merrillville Town Council

Attest:

Date

Date

Munster Town Council
By Its President

Attest:

Date

Date

Town of **Munster** Executive
By Its President Munster Town Council

Attest:

Date

Date

New Chicago Town Council
By Its President

Attest:

Date

Date

Order #2 Agenda #1 cont'd

Town of **New Chicago** Executive
By Its President New Chicago Town Council

Date

Attest:

Date

Schererville Town Council
By Its President

Date

Attest:

Date

Town of **Schererville** Executive
By Its President Schererville Town Council

Date

Attest:

Date

St. John Town Council
By Its President

Date

Attest:

Date

Town of **St. John** Executive
By Its President St. John Town Council

Date

Attest:

Date

Order #2 Agenda #1 cont'd

Whiting City Council
By Its President

Date

Attest:

Date

City of Whiting
By Its Mayor

Date

Attest:

Date

Lake County Sheriff

Date

Attest:

Date



**Lake County Board of
Commissioners** By Its President

Date 12/10/13

Attest:

Date

Lake County Council
By Its President

Date

Attest:

Date

Order #2 Agenda #1 cont'd

Whiting City Council
By Its President

Date

Attest:

Date

City of **Whiting**
By Its Mayor

Date

Attest:

Date

Lake County Sheriff

Date

Attest:

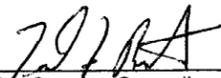
Date

Lake County Board of
Commissioners By Its President

Date

Attest:

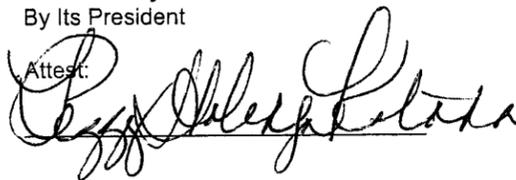
Date



Lake County Council
By Its President

Date 12.10.13

Attest:



Date

There being no further business before the Board at this time, Scheub made a motion, seconded by Repay, to adjourn.

The next Board of Commissioners Meeting will be held on Wednesday, December 18, 2013 at 10:00 A.M.

The following officials were Present:

Attorney Joe Irak
Brenda Koselke

ROOSEVELT ALLEN Jr., PRESIDENT

MICHAEL REPAY, COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR