Passed: 9-0

RESOLUTION 99-06

TO APPROVE AN AMENDMENT TO THE MONROE COUNTY AND CITY OF BLOOMINGTON INTERLOCAL COOPERATION AGREEMENT FOR THE JUSTICE BUILDING

WHEREAS, the City of Bloomington and Monroe County entered into an Interlocal Cooperation Agreement for the Justice Building on November 23, 1983; and

WHEREAS, that Agreement governed the apportionment of space, payment of lease-rental payments, maintenance, utility costs and operational expenses, and administration of the Justice Building as between the City and the County; and

WHEREAS, the City, by its Police Department, vacated the space occupied by it in the Justice Building on or around February 22, 1998 and since that time has not paid any lease-rental payments, maintenance, utility, insurance or operational costs of the Justice Building; and

WHEREAS, acting in accordance with Indiana Code 36-1-7, the City of Bloomington and Monroe County desire to amend the previous Interlocal Cooperation Agreement to reflect the new status of the parties;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The First Amendment to Monroe County and City of Bloomington Interlocal Cooperation Agreement for the Justice Building, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 2. This resolution shall be in full force and effect from and after its passage by the Bloomington Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 24th day of March, 1999.

TIMOTHY MAYER, President
Bloomington Common Council

ATTEST:

PATRICIA WILLIAMS, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 24 day of March, 1999.

PATRICIA WILLIAMS, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 24 day of March, 1999.

JOHN FERNANDEZ, Mayor
City of Bloomington

FIRST AMENDMENT TO MONROE COUNTY
AND
CITY OF BLOOMINGTON
INTERLOCAL COOPERATION AGREEMENT
FOR THE
JUSTICE BUILDING

This first amendment to the Interlocal Cooperation Agreement for the Justice Building is entered into on this 12th day of March, 1999 between the County of Monroe, Indiana ("County") and the City of Bloomington, Indiana ("City").

WITNESSETH:

1. County and City entered into an Interlocal Cooperation Agreement for the Justice Building on November 23, 1983 pursuant to Indiana Code 36-1-7-1 *et seq*,

2. The City by its Bloomington Police Department occupied 10.9 percent of the Justice Building premises from 1985 through February, 1998 and paid a proportionate share of the lease-rental payments, maintenance, utility costs and operational expenses as set forth in the Interlocal Cooperation Agreement,

3. County and City are lessees in a lease agreement dated November 23, 1983 in which the Monroe County Jail, Law Enforcement and Governmental Space Building Corporation ("Corporation") is the lessor,

4. The Monroe County Jail, Law Enforcement and Governmental Space Building Corporation as lessor and County and City as lessee have entered into the following amendments to the lease dated November 23, 1983:

First Amendment	4-15-87	Rent Adjustment Due to 1987 Refunding
Second Amendment	9-8-93	Rent Adjustment Due to 1993 Partial Refunding
Third Amendment	1-7-94	Term Extension from December 2000 to July 2004 for 1994 Capital Appreciation Bonds
Fourth Amendment	8-4-97	County Assumption of City Obligations, Effective January 1, 1998

5. The City, by its Bloomington Police Department vacated the space occupied by it in the Justice Building on February 22, 1998, and since that time has not paid any of the lease-rental payments, maintenance, utility, insurance or operational costs of the Justice Building,

6. Pursuant to the Fourth Amendment to the lease dated August 4, 1997, the County became the sole lessee of the Justice Building effective January 1, 1998, and responsible for paying all lease-rentals, maintenance, insurance and operating costs of the facility,

7. Pursuant to the Fourth Amendment to the lease, the City remained conditionally liable for payment of its share of the lease-rental payments set forth in section four of the lease dated November 23, 1983 in the event of the County's failure to make timely payment of such lease rental, but that the City has no occupancy or use of the Justice Building, or other costs associated with its operation.

8. Because of changes in the occupancy and financial responsibilities of the County and City with respect to the Justice Building, the Interlocal Cooperation Agreement dated November 23, 1983 should be amended.

IT IS THEREFORE AGREED:

1. There is hereby created Justice Building Management Board to replace the Justice Building Joint Board established by the Interlocal Cooperation Agreement for the Justice Building dated November 22, 1983.

   a. That Board shall be composed of five members which shall be appointed by and serve at the pleasure of the following authorities:

      Two members will be appointed by the Monroe County Commissioners; one member by the Monroe County Council; one member by the Monroe County Jail, Law Enforcement and Governmental Space Building Corporation; and, one member by the Mayor of the City of Bloomington. The initial board shall serve until December 31, 2000, and thereafter appointments shall be made for a three-year term commencing January 1, 2001.

   b. The Board shall supervise the maintenance, repairs and operations of the Justice Building, and shall make recommendations concerning such matters to the Monroe County Commissioners and/or Monroe County Jail Law Enforcement and Governmental Space Building Corporation.

   c. The Board shall meet at least every two months, and shall adopt such procedures and elect such officers as it deems necessary to fulfill its responsibilities. All meetings shall be held in compliance with the Indiana Open Door Law.

2. The Monroe County and City of Bloomington Interlocal Cooperation Agreement for the Justice Building dated November 22, 1983 is hereby rescinded.

3. City vacated its space in the Justice Building formerly used by the Bloomington Police Department effective February 22, 1998 and since that date County has paid and shall continue to pay 100 percent of the cost of maintenance, utilities, insurance and operations expenses of the Justice Building.

4. Effective January 1, 1998, County has paid, and shall continue to pay 100 percent of the Justice Building lease-rental payments to the Monroe County Jail, Law Enforcement and Governmental Space Building Corporation under the lease dated November 23, 1983, and County shall continue said payments until June 28, 2004, or such earlier date that the bonds issued by the Corporation are redeemed or refunded.

5. City shall remain conditionally liable for payment of 10.9 percent of the lease-rental payments owing under the lease dated November 23, 1983, and as subsequently amended, so long as the Corporation's bonds are outstanding. In the event that City is required to make payments pursuant to this conditional liability, County agrees to reimburse City for all such payments as soon as financially possible, and in no case later than the first real estate tax collections received by the County in the calendar year following City's payments.

6. On or after June 28, 2004, or such earlier date as the Corporation's bonds are redeemed, City shall convey to the County its entire interest in the Justice Building and the real estate upon which it is located without further consideration.

WHEREFORE, the parties have executed this Agreement as of the date last written below.

COUNTY OF MONROE
BOARD OF COMMISSIONERS

Iris F. Kiesling, President

Brian O'Neill, Vice President

Kirk R. White, Member

Attest: March 12, 1999

Barbara M. Clark, Monroe County Auditor

Monroe County Council

David Hamilton, President

CITY OF BLOOMINGTON

John Fernández, Mayor

Monroe County Council

Attest: March 9, 1999

Barbara M. Clark, Monroe County Auditor

Bloomington Common Council

Timothy L. Mayer, President
Bloomington Common Council

Attest: March 24th, 1999

Patricia Williams, City Clerk

Monroe County Jail, Law Enforcement and Governmental Space Building Corporation

Phillip M. Zook, President

Attest: March 8, 1999

James M. Elliott, Secretary

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