PASSED 9-0
Committee 5-0

RESOLUTION 91-1

TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON AND
THE BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION
FOR THE YEAR 1990

WHEREAS, I.C. 36-1-7-1, et seq., authorizes governmental entities to enter into agreements for the purposes of interlocal cooperation; and

WHEREAS, I.C. 36-1-7-4 requires the municipal fiscal body to approve all interlocal cooperation agreements; and

WHEREAS, the City of Bloomington provides services to the Bloomington Public Transportation Corporation, which if not so provided, would have to provided by the BPTC itself;

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

The Interlocal Cooperation Agreement between the City of Bloomington, Indiana, and the Bloomington Public Transportation Corporation for 1990, a copy of which is attached hereto and made a part hereof, is hereby approved.

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 16 day of January, 1991.

John Fernandez, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 17th day of January, 1991.

Tomilea Allison
TOMILEA ALLISON, Mayor
City of Bloomington

ATTEST:

Patricia Williams
PATRICIA WILLIAMS, Clerk
City of Bloomington

SYNOPSIS

This Resolution approves an Interlocal Cooperation Agreement for 1990 between the City of Bloomington and the Bloomington Public Transportation Corporation. The Agreement states that the City will provide services of the Controller's office, Legal department, Personnel department and Planning department to the BPTC. In exchange, the BPTC shall pay the City $27,425.82 for the services of the Controller's office, Legal Department and Personnel department. The Planning department's services shall be billed on an hourly rate, not to exceed $3,000 for 1990.

Signed copies to:
PTC
Legal

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON, INDIANA AND THE BLOOMINGTON TRANSPORTATION CORPORATION

WHEREAS, Ind. Code §36-1-7-1, et seq., authorizes governmental entities to enter into agreements for the purpose of interlocal cooperation; and

WHEREAS, Ind. Code §36-9-4-12 authorizes the creation of the Bloomington Public Transportation Corporation, which is a municipal corporation, separate and independent from the City of Bloomington; and

WHEREAS, Ind. Code §36-9-4-33 authorizes the Board of Directors of a Public Transportation Corporation to contract with any person upon the terms and conditions the Board considers best for the Corporation; and

WHEREAS, the City of Bloomington, Indiana (hereinafter "City") provides services to the Bloomington Public Transportation Corporation (hereinafter "BPTC"), which if not so provided would have to be provided by the BPTC itself; and

WHEREAS, the BPTC wishes to compensate the City for the services provided; and

WHEREAS, these payments for services are based upon statistically verifiable costs which may be applied to a formula which can be easily translated from year to year; and

WHEREAS, this Agreement is to be renewed each year only after both the City and BPTC review the services provided, so that the formula can be adjusted, if necessary.

NOW, THEREFORE, the City and BPTC agree as follows:

1. Duration

A. This Agreement shall be in full force and effect from January 1, 1990, until December 31, 1990.

B. The parties agree to renegotiate this Agreement at a mutually agreeable time to become effective for the calendar year 1991.

2. Purpose

The purpose of this Agreement is to establish that certain services shall be provided by the City to the BPTC, and that the BPTC shall compensate the City for these services.

3. Provision of Services

A. The City shall provide the BPTC with the services of the City's Personnel Department. Said services may include, but shall not be limited to: processing claims submitted to the Indiana Department of Employment and Training Services; posting and receiving applications for position openings at BPTC; and providing general advice and training regarding personnel issues and problems to Bloomington Transit management and the BPTC Board of Directors.

B. The City shall provide the BPTC with the services of the City's Controller's Office. Said services may include, but shall not be limited to: reviewing claims; issuing checks; assisting in the preparation of an annual budget; reporting to the BPTC Board of Directors regarding the financial status of the BPTC; investing idle funds; receiving cash receipts; reconciling bank statements; representing the BPTC before State Board of Tax Commissioners hearings; processing tax anticipation warrants; advising and assisting

Bloomington Transit management and the BPTC Board of Directors in fiscal matters; and data processing services, including but not limited to hardware and software consultation.

C. The City shall provide the BPTC with the services of the City's Legal Department. Said services may include, but shall not be limited to: preparing, negotiating, and reviewing contracts; representing the BPTC in legal matters; initiating and responding to legal actions on behalf of the BPTC; reviewing ordinances and resolutions; and advising and counseling Bloomington Transit management and the BPTC Board of Directors in legal matters. In 1990, the function of assisting in selecting and obtaining liability and workers compensation insurance, has been transferred to the City's new Risk Management Department. Although these services were formerly provided by the Controller's Department, they were not separately budgeted. Therefore, while Risk Management will provide these services for BPTC in 1990 there will be no additional charges to BPTC in calendar year 1990. This Agreement does not affect the payment of insurance premiums by BPTC, which is expressly excluded herefrom.

D. The City shall provide the BPTC with the services of the City's Planning Department. Said services may include, but shall not be limited to: preparing studies and reports required by various state and federal agencies as a prerequisite for funding, and advising and assisting Bloomington Transit management and the BPTC Board of Directors in planning matters.

4. Method of Payment

The BPTC shall pay the City at least $27,425.82 in 1990 for the provision of the services mentioned in Paragraph 3, Sections A, B, and C. Payment shall be made in one lump sum on or before December 31, 1990. The method of payment is based on the following formula:

A. Personnel Department

Budget	$107,612.00		
Fringe[1]	17,161.00		
Workers Comp[2]	936.00		
958 Sq. Ft.[3]	7,185.00		
	$132,894.00	x 3% =	$3,986.82

B. Controller's Office

Budget	$347,272.00		
Fringe	46,154.00		
Workers Comp	2,605.00		
1797 Sq. Ft.	13,478.00		
	$409,509.00	x 4% =	$16,380.00

C. Legal Department

Budget	$195,026.00		
Fringe	30,079.00		
Workers Comp	1,704.00		
1132 Sq. Ft.	8,490.00		
	$235,299.00	x 3% =	$7,059.00

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[1]Fringe is determined by calculating the following benefits:
6.75% PERF
7.65% FICA
$548.88/yr Employee Life and Health Insurance
1% unemployment

[2]Workers' compensation is calculated by multiplying salaries by 1.0%.

[3]Space rental is calculated at $7.50 per square foot.

D. Planning Department

The Planning Department often prepares reports, studies and other documents for the BPTC, that are submitted to various state and federal agencies, for which the Planning Department is reimbursed, at a specified rate. The BPTC shall pay the City the difference, if any, between the amount of reimbursement, if any, and the actual cost for the provision of services for all reports, studies and other documents prepared on behalf of, or benefitting the BPTC.

The actual cost to the Planning Department shall be determined by applying the same formula for reimbursement. The reimbursement formula is as follows:

Director	$18.31 per hour
Senior Planner	$14.78 per hour
Planner II	$11.19 per hour
Planner I	$10.74 per hour
Planning Technician	$ 8.28 per hour
Secretary II	Not Applicable
Secretary I	Not Applicable
Fringe[4]	42.1% of salaries
Indirect Cost[5]	40.3% of total

The Planning Department shall submit an accounting of all hours spent by Planning Department staff on BPTC projects to BPTC and the City/BPTC Controller. The Planning Department shall also submit, to the BPTC and the City/BPTC Controller, an accounting of the amount of money to be reimbursed by federal or state agencies, and the balance due by the BPTC. These accountings shall be submitted by March 15, 1990, June 15, 1990, September 15, 1990, and December 15, 1990.

Any money due the City, as a result of work performed by the Planning Department, shall be in addition to the payment due from the BPTC to the City under Paragraph 4 of this Agreement. However, the BPTC shall not be obliged to pay the City more than $3,000.00 for the services of the Planning Department during 1990.

5. Time Records

The Legal and Personnel Departments agree to maintain hourly records of time spent in providing services to BPTC during the fourth quarter of 1990, to the extent possible. It is expressly agreed that neither the Controller's Office nor the Risk Management Department shall be required to maintain time records during the term of this Agreement.

6. Manner of Financing

The BPTC shall pay all monies due with money it receives from any available source, including but not limited to, federal grants, farebox revenues and taxes.

7. Administration

There is hereby established a Joint Board. The Joint Board shall consist of three members. One member shall be appointed by, and serve at the pleasure of the BPTC Board of Directors. One member shall be appointed by, and serve at the pleasure of the Mayor of Bloomington. The third member shall be appointed by the other two members.

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[4]Fringe includes compensation for employee benefits, including worker's compensation and unemployment insurance; FICA; PERF; health, dental and life insurance; sick, vacation and personal business days; and holidays.

[5]Indirect Cost includes compensation for items such as secretarial services; phone calls; postage; copying; and office supplies.

The Joint Board shall meet from time to time, as necessary. All meetings of the Joint Board shall be conducted according to Robert's Rules of Order. A majority of Joint Board members must be present in order to conduct business, and a majority of Joint Board members present must agree before any action is taken.

The Joint Board shall select one member as chairperson, and another member as secretary. It shall be the secretary's responsibility to prepare agendas and minutes, and to maintain the records of the Joint Board.

It shall be the responsibility of the Joint Board to administer and interpret this Agreement, and to settle any dispute arising between the parties.

8. Termination and Amendment of Agreement

This Agreement may be terminated and/or amended only with the mutual written consent of both parties.

9. Notice

Any notices, submissions or documents required by this Agreement shall be sent to the City of Bloomington, care of the Mayor, Municipal Building, Post Office Box 100, Bloomington, Indiana 47402; to the Bloomington Public Transportation Corporation, care of Bloomington Transit, Post Office Box 100, Bloomington, Indiana 47402.

DATED this _____ day of _____, 1990.

CITY OF BLOOMINGTON

By: _____
Tomilea Allison, Mayor

BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION

By: _____
Ray McConn, President
Board of Directors

APPROVED BY:

_____
~~Iris Kiesling,~~ President
Common Council

ATTEST:

_____
Dr. Edward Kuntz, Secretary
Board of Directors

ATTEST:

_____
Patricia Williams, Clerk