

RESOLUTION 88-26

To Approve and Authorize Execution of an Interlocal Agreement
Between the Monroe County Prosecuting Attorney and the
City of Bloomington

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

WHEREAS, the City of Bloomington received a one year only federal grant to fund a Youth Substance Abuse Prevention Coordinator which will end on August 29, 1988; and

WHEREAS, the Monroe County Prosecuting Attorney has agreed to fund a Monroe County Youth Substance Abuse Prevention Coordinator from the South Central Narcotics Strike Force Grant which the Prosecutor's Office will receive on April 15, 1989; and

WHEREAS, the City of Bloomington Human Resources Department has agreed to provide supervision, clerical support and office space for the Coordinator; and

WHEREAS, between August 29, 1988 and April 15, 1989 the salary of the Coordinator will be divided evenly between the Prosecutor and the Human Resources Department through the Board of Public Works:

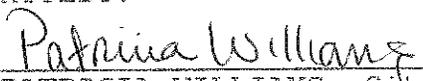
NOW THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

The interlocal agreement between the City of Bloomington, Indiana, and the Monroe County Prosecuting Attorney, a copy of which is attached hereto and made a part hereof, is hereby APPROVED, and the Mayor of the City of Bloomington is hereby AUTHORIZED to execute the agreement on behalf of the City of Bloomington.

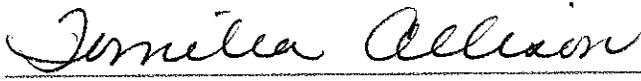
PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 17 day of August, 1988.


PAM SERVICE, President
Bloomington Common Council

ATTEST:


PATRICIA WILLIAMS, City Clerk

SIGNED and APPROVED by me upon this 18th day of August, 1988.


TOMILEA ALLISON, Mayor
City of Bloomington

SYNOPSIS

This resolution approves and authorizes execution of an interlocal agreement between the Monroe County Prosecuting Attorney and the City of Bloomington for the purpose of cooperating in the creation and funding of the position of Program Coordinator, Monroe County Youth Substance Abuse Prevention Program.

Signed copies: 8/31/88
Evo Wheeler

SUMMARY: MONROE COUNTY YOUTH SUBSTANCE ABUSE PREVENTION PROGRAM

The attached agreement provides funding and support services for a full-time Monroe County Youth Substance Abuse Prevention Coordinator. The general terms of the agreement state the Monroe County Prosecutor's office, through the South Central Narcotics Strike Force Grant, will fund salary and the City of Bloomington's Human Resources Department will provide supervision, clerical support, and office space. The exception to the funding provision occurs from August, 1988, when the program begins, until April 15, 1989, when the Prosecutor's new grant money is available. During this period the City of Bloomington and the Monroe County Prosecutor will divide the salary cost equally.

By funding and supporting the Coordinator position, this agreement furnishes a vehicle for continuing the work of the adolescent substance abuse prevention program developed this year through a one-year-only federal grant to the City's Human Resources Department. The Coordinator will focus on four major areas of responsibility.

1. To coordinate community programs and activities to prevent overlaps and promote new services to fill unmet needs.
2. To educate the community, especially youths and their families, in substance abuse issues.
3. To build coalitions and networks among community groups and organizations to share information and provide services.
4. To function as liaison to state and national organizations, information centers, governmental departments, and programs in other areas for the purpose of researching new techniques and activities.

The City of Bloomington and Monroe County Prosecuting Attorney recognize that preventing substance abuse is a community-wide responsibility. The cooperation outlined in this joint effort provides the broad-based support and commitment necessary for a successful program.

CITY OF BLOOMINGTON AND MONROE
COUNTY PROSECUTING ATTORNEY
INTERLOCAL COOPERATION AGREEMENT
FOR
MONROE COUNTY YOUTH SUBSTANCE
ABUSE PREVENTION PROGRAM

This Agreement is made and entered into this _____ day of _____, 1988, by and between the City of Bloomington (hereinafter referred to as "City") and Robert T. Miller, Monroe County Prosecuting Attorney (hereinafter referred to as "Prosecutor").

WHEREAS, the City and the Prosecutor are authorized by Ind. Code Section 36-1-7-1, et seq. to enter into agreements for the joint exercise of their powers for the provision of services to the public; and

WHEREAS, the parties desire to cooperate in the creation and funding of the position of Program Coordinator, Monroe County Youth Substance Abuse Prevention Program; and

WHEREAS, the City of Bloomington Human Resources Department is authorized by Section 2.23.010(7) of the Bloomington Municipal Code to plan and develop contractual arrangements for the use of governmental funds by non-City agencies to insure the efficient delivery of human resources services; and

WHEREAS, the Human Resources Department is currently supervising a Program Coordinator for substance abuse prevention activities, pursuant to a federal grant which terminates on August 29, 1988; and

WHEREAS, the Prosecutor has received a federal grant for substance abuse prevention activities pursuant to which monies will be available commencing April 17, 1989; and

WHEREAS, the parties desire to cooperate in continuing the program activities of the Program Coordinator after the termination of the City's grant and after the commencement of the Prosecutor's grant;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS, COVENANTS, AND CONDITIONS SET FORTH HEREIN, THE CITY AND THE PROSECUTOR HEREBY AGREE AS FOLLOWS:

ARTICLE I
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the date of execution hereof until and including the 31st day of December, 1989.

ARTICLE II
PURPOSE OF AGREEMENT

The purpose of this Agreement, as outlined by the preamble hereto, is to provide for the funding, supervision and functioning of the position of Program Coordinator, Monroe County Youth Substance Abuse Prevention Program, and the selection of a person to fill said position.

ARTICLE III
PURPOSE AND FUNCTION OF PROGRAM COORDINATOR

The purpose and function of the position of Program Coordinator shall be the overall planning, management and implementation of the program, with the goals of the program as follows:

- (1) to coordinate community substance abuse prevention efforts by promoting cooperation among diverse community groups;
- (2) to identify community needs and resources related to substance abuse prevention, and to develop and support new prevention activities utilizing such resources to address such needs;
- (3) to educate community youth, their families and the general public about substance abuse prevention, in conjunction with local groups and organizations;
- (4) to serve as an information clearinghouse and referral source for substance abuse prevention materials; and
- (5) to develop and maintain support and information networks among local, state and national organizations, research centers, and prevention programs.

ARTICLE IV
SELECTION AND HIRING OF PROGRAM COORDINATOR

The parties shall jointly cooperate in the creation and advertising of a job description for the position of Program Coordinator; in interviewing applicants; and in selecting the person to be hired. The person who is selected and accepts the position shall commence work no earlier than August 29, 1988.

ARTICLE V
CITY'S OBLIGATIONS

Section 1. The City, through its Human Resources Department, shall provide office facilities for the Program Coordinator, such facilities to be located in the Human Resources Department and to include the following supplies and services:

- (a) office space
- (b) utilities, including telephone, both local and long distance
- (c) janitorial and maintenance services
- (d) office equipment and furniture
- (e) office supplies
- (f) clerical services
- (g) necessary postage
- (h) dues and subscriptions for relevant publications and organizations
- (i) funding for necessary printing and advertising.

Provided, however, neither the City nor the Human Resources Department shall be required to hire additional clerical, janitorial or maintenance staff or to acquire new or additional office facilities, furniture or equipment in order to meet its obligations under this Agreement.

Section 2. Funding for all costs incurred by the City pursuant to Section 1 of this Article shall be provided as part of the annual budget of the Human Resources Department.

Section 3. The City shall also provide technical assistance to the Program Coordinator, through its Human Resources Director, and the Human Resources Director shall supervise the day-to-day activities of the Program Coordinator.

Section 4. The City shall reimburse the Prosecutor an amount equal to one-half (1/2) the gross wages paid by the Prosecutor to the Program Coordinator, at the annual salary rate established in Article VI, Section 2 of this Agreement, for work performed during the period commencing on the date when the Program Coordinator begins work, which shall be on or after August 29, 1988, to and including December 31, 1988. Such payment shall be made in one lump sum during the month of December, 1988, with the exact date of payment to be in accordance with the City's regular claims schedule. The maximum amount of such payment shall be \$3,317.89.

Section 5. The City shall reimburse the Prosecutor an amount equal to one-half (1/2) the gross wages paid by the Prosecutor to the Program Coordinator, at the annual salary rate established in Article VI, Section 2 of this Agreement, for work performed during the period commencing on January 1, 1989, to and including April 16, 1989. Such payment shall be made in one lump sum during the month of March, 1989, with the exact date of payment to be in accordance with the City's regular claims schedule. The maximum amount of such payment shall be \$2,900.34.

Section 6. Funds for the costs incurred by the City pursuant to Sections 4 and 5 of this Article shall be provided as part of the annual budget of the City of Bloomington Department of Public Works.

ARTICLE VI PROSECUTOR'S OBLIGATIONS

Section 1. In consideration of the commitments undertaken by the City pursuant to Article V of this Agreement, the Prosecutor agrees that the Program Coordinator shall be an employee of the Office of the Prosecuting Attorney for all purposes, including but not limited to employer's liability for unemployment benefits; Worker's compensation benefits and/or insurance premiums; employer contributions to PERF and F.I.C.A.; withholding from wages of State, Federal and local income taxes and F.I.C.A.; and payment of wages to the Coordinator.

Section 2. The Prosecutor shall pay the Program Coordinator at an annual gross salary of \$19,170.00 for the coordinator's employment during calendar year 1988, said employment to begin no earlier than August 29, 1988. The Prosecutor shall pay the Program Coordinator at an annual gross rate of \$20,109.00 for the Coordinator's employment during calendar year 1989. The Prosecutor shall be solely responsible for payment of all wages and employment-related benefits and contributions to or on behalf of the Program Coordinator. The Prosecutor shall be entitled to reimbursement by the City, pursuant to Article V, Sections 4 and 5 of this Agreement, solely for payment of gross wages, excluding benefits or other payments of any kind made by the Prosecutor to or on behalf of the Program Coordinator.

Section 3. It shall be the responsibility of the Prosecutor to make arrangements for paying or reimbursing the Program Coordinator's expenses for travel and mileage.

Section 4. It shall be the responsibility of the Prosecutor to secure and maintain liability insurance coverage for all activities of the Program Coordinator.

ARTICLE VII JOINT ADMINISTRATION AND ADVISORY BOARD

Section 1. The parties shall jointly supervise and direct the activities of the Program Coordinator.

Section 2. The Advisory Board for the program shall be the Board of Directors of Monroe County CARES, Inc., a not-for-profit corporation duly organized under the laws of the State of Indiana for the purpose of coordinating and developing substance abuse prevention efforts through cooperation among groups and agencies serving Monroe County youth. The CARES Board of Directors shall serve as an advisory board only, with the power to make recommendations to the Program Coordinator on matters of program policy and implementation.

ARTICLE VIII RENEWAL

This Agreement shall be automatically renewed for calendar years 1990, 1991, 1992, 1993 and 1994 provided sufficient grant monies are available for payment of salary and benefits, unless this Agreement is terminated pursuant to Article IX. The salary for the Program Coordinator in each calendar year subsequent to 1989 shall be in accordance

with the City's salary rate for other program coordinators in the Human Resources Department for the calendar year in question.

ARTICLE IX
TERMINATION

This Agreement may be terminated only with the written consent of both parties. In the event this Agreement is terminated prior to its stated termination date of December 31, 1989, any and all program supplies or materials acquired pursuant to Article V, Section 1 of this Agreement shall be the property of the City. This Agreement shall not be construed to guarantee continued employment of the Program Coordinator by either party beyond the date of termination of the Agreement, whether termination occurs on December 31, 1989 or prior thereto.

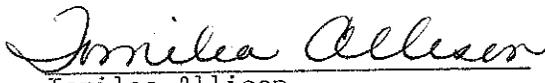
SIGNED and AGREED to this 18 day of August, 1988.

MONROE COUNTY
PROSECUTING ATTORNEY

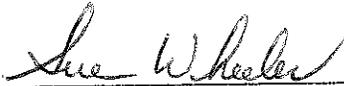


Robert T. Miller
Monroe County Prosecutor

CITY OF BLOOMINGTON, INDIANA



Tomilea Allison
Mayor, City of Bloomington



Sue Wheeler, Director
Human Resources Department

