

RESOLUTION 98-01

TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY AND MONROE COUNTY FOR
A COMBINED EMERGENCY DISPATCH SYSTEM

WHEREAS, the City of Bloomington and Monroe County are authorized by I.C. 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 City of Bloomington and Monroe County desire to cooperate to create and implement a Combined Emergency Dispatch System which will combine the present dispatch systems of the Bloomington Police Department and the Monroe County Sheriff's Department for the purpose of providing high quality, efficient communications services for public safety providers and the general public within Monroe County, Indiana;

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

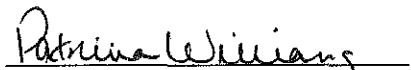
SECTION 1. The Interlocal Cooperation Agreement between the City of Bloomington, Indiana and Monroe County, a copy of which is attached hereto and made a part hereof, is hereby approved.

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 21st day of January, 1998.


TIM MAYER, President
Bloomington Common Council

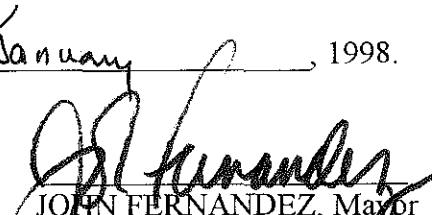
ATTEST:


PATRICIA WILLIAMS, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 22nd day of January, 1998.


PATRICIA WILLIAMS, Clerk
City of Bloomington

SIGNED and APPROVED by me this 23 day of January, 1998.


JOHN FERNANDEZ, Mayor
City of Bloomington

SYNOPSIS

This resolution approves and authorizes the Mayor to execute an Interlocal Cooperation Agreement between the City and Monroe County. The agreement provides for the creation and implementation of a Combined Emergency Dispatch System which will bring together dispatch staff of the Bloomington Police and Monroe County Sheriff's Departments for more efficient dispatch of emergency responders within Monroe County. The system, which will become effective on February 1, 1998, will be housed in the Bloomington Police Headquarters. Costs for capital installations will be paid from grant funds received by the City and County for this purpose; subsequent maintenance and day-to-day costs will be shared equally by the City and County. The system will be governed by a five-member policy board comprised of City and County appointees.

Signed copies to:

Legal - County
City

Police chief

**MONROE COUNTY AND CITY OF BLOOMINGTON, INDIANA
INTERLOCAL COOPERATION AGREEMENT FOR
COMBINED EMERGENCY DISPATCH SYSTEM**

This Interlocal Cooperation Agreement, entered into on this 23rd day of January, 1998, by and between the Board of Commissioners of the County of Monroe, Indiana and the City of Bloomington, Indiana

WITNESSETH:

WHEREAS, Indiana Code 36-1-7, *et seq.*, allows local government entities to make the most efficient use of their powers by enabling them to contract with other governmental entities for the provision of services to the public; and

WHEREAS, Monroe County, Indiana (hereinafter, "County") and the City of Bloomington, Indiana (hereinafter, "City"), have been cooperating and working together to implement a Combined Emergency Dispatch System which will combine the present dispatch systems of the County Sheriff's Department and the City Police Department for the purpose of providing high quality, efficient communications services for public safety providers and the general public within Monroe County, Indiana; and

WHEREAS, such Combined Emergency Dispatch System shall be located in the newly renovated Bloomington Police Headquarters building at 220 East Third Street and shall be staffed by members of the Police and Sheriff's Departments; and

WHEREAS, the implementation of this System shall be to the benefit of the public; and

WHEREAS, the County and the City desire to cooperate, between themselves, with respect to the management, operation and maintenance of this System; and

WHEREAS, the County and the City each possess the power and authority to provide police protection and cooperation between the parties in the coordination of these services, and the utilization of this System will permit a more efficient utilization of resources;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the County and the City hereby agree as follows:

ARTICLE I
PURPOSE AND DURATION OF AGREEMENT

Section 1. Purpose: The purpose of this Agreement is to provide a method for the management, operation and maintenance of the Combined Emergency Dispatch System (hereinafter, "Dispatch System"). This Agreement further defines the duties, obligations, rights and responsibilities of the County and the City to and between one another with respect to the matters described herein.

Section 2. Duration: This Agreement shall be in full force and effect as of the date of its execution and shall remain in full force and effect for a period of five years. At the end of such period, this Agreement shall automatically renew for a period of five years unless one of the parties provides notice of termination as set forth in Article VII, Section 1, below.

ARTICLE II

LOCATION AND MAINTENANCE OF DISPATCH CENTER; COMMENCEMENT

Section 1. Location: The Dispatch System shall be housed in a Dispatch Center located at the newly renovated Bloomington Police Headquarters at 220 East Third Street, Bloomington.

Section 2. Maintenance of Dispatch Center: Operational overhead costs of the Dispatch Center, including but not limited to building maintenance, electricity, and other utility costs, shall be paid by the City. Custodial services for the Center shall also be provided by the City. Telecommunications costs are not governed by this Section.

Section 3. Commencement of Operations: The Dispatch System shall commence operations on February 1, 1998 or as soon thereafter as is practicable.

ARTICLE III

PERSONNEL, EQUIPMENT AND TELECOMMUNICATIONS

Section 1. Personnel

A. **Staffing:** The City shall provide eleven (11) full-time dispatch personnel to the Dispatch System. The County shall provide nine (9) full-time dispatch personnel to the System. Each party shall remain the employer of its personnel for all intents and purposes, and shall bear all costs associated with such employment. Additional personnel shall be provided as necessary pursuant to agreement by the parties.

B. **Scope of Responsibilities:** The primary responsibility of each staff member described in Paragraph A, above, shall be to dispatch emergency calls made to the Dispatch Center. All personnel shall dispatch any and all emergency calls; there shall be no separation of responsibilities by geographical or other jurisdiction.

Section 2. Equipment:

A. **Consoles:** The Dispatch Center shall have five (5) dispatch consoles. All of these consoles shall be provided by the City. The City shall retain title in these five consoles. Thereafter, additional and replacement consoles shall be financed as is other equipment, as set forth in Part C, below.

B. **Antenna:** A Dispatch Center antenna shall be purchased from grant funds received by the Policy Board. The existing antenna and transmitters currently at the Justice Building shall remain in place.

C. Central Electronic Bank: The Central Electronic Bank (CEB) currently located at the Justice Building shall be installed at the Dispatch Center. The Oversight Board shall purchase a desktop control unit for the Monroe County Sheriff's radio system at the Justice Building, such purchase to be made from grant funds at an estimated cost of \$12,500.

D. Other Equipment: The purchase cost of all other Dispatch Center equipment which is not purchased from grant funds shall be shared equally by the City and County.

E. Maintenance and Insurance: The cost for maintenance and insurance on all equipment shall be shared equally by the City and County.

Section 3. Telecommunications Costs:

A. NCIC/IDACS: The cost of and responsibility for maintaining NCIC/IDACS databases shall remain the responsibility of the individual parties.

B. Communication Lines: The cost of installing communications lines (including electronic communications) from the Dispatch Center to City and County offices shall be paid from grant funds received by the Policy Board. The cost of maintaining such communications lines between the Dispatch Center and other City offices shall be borne by the City. The cost of maintaining such lines between the Center and other County offices shall be borne by the County.

C. Other Telecommunications Costs: Other telecommunications costs which are not described above, and which are not paid from grant funds or from the revenue generated by the 911 contract with Ameritech, shall be borne equally by the parties.

Section 4. Capital Costs: After the Dispatch Center has been operational for the period of one year, the City may petition the Policy Board for reimbursement of a pro rata share of construction costs for the Dispatch Center, such reimbursement to be made from grant funds received by the Policy Board and not otherwise expended for costs related to the Dispatch Center.

ARTICLE IV
POLICY BOARD

Section 1. Policy Board Makeup: The Policy Board shall be made up of five members. Two members shall be appointed by the County Commissioners and two shall be appointed by the Mayor. The fifth member shall be appointed by joint decision of the Commissioners and the Mayor.

At least one of each of the Commissioners' and Mayor's appointed members must have background experience in and/or knowledge of public safety and/or public safety communications.

Section 2. Terms of Policy Board Members: The Mayor and the Commissioners each shall initially appoint their members as follows: one for a term of one year and one for a term of three years. The initial joint appointment shall be made for a period of two years. Thereafter, all appointments shall be for a term of three years. The terms of the initial members appointed for one year shall expire on January 1, 1999, and the terms of the other initial members shall expire on January 1 of the respective years following.

Section 3. Meetings of the Policy Board: The Policy Board shall hold a minimum of one meeting every two months, and may hold additional meetings as the Board deems necessary. Such meetings shall be held in compliance with the Indiana Open Door law.

Section 4. Powers and Duties of the Policy Board: The Policy Board shall have the following powers and duties:

- A. To set standards for employee qualifications and training;
- B. To appoint supervisors for an initial period lasting from February 1 through June 1, 1998;
- C. To define a merit basis for subsequent selection of supervisors and other dispatch personnel, and to select supervisors according to that merit system;
- D. To give direction to and resolve disputes of the Oversight Board;
- E. To accept bids and award contracts for equipment purchase and maintenance and for provision of other necessary services;
- F. To enter into contracts to provide dispatch services for other emergency service providers;
- G. To accept funds for the Dispatch System, to be deposited with the Monroe County Auditor and to establish a budget therefor;
- H. To submit claims to the Monroe County Auditor for payment;
- I. To adopt rules of order for Board meetings and other related proceedings; and
- J. To promulgate all other rules, standards and policies necessary for the day-to-day operation of the Dispatch System and which are not in violation of the terms of this Agreement, federal, state or local law, or collective bargaining agreements of City and County employees.

ARTICLE V
OVERSIGHT BOARD

Section 1. Oversight Board Makeup: The Oversight Board shall be comprised of the Sheriff and the Chief of Police.

Section 2. Meetings: The Oversight Board shall hold a minimum of one meeting every month, and may hold additional meetings as the Board deems necessary. Such meetings shall be held in compliance with the Indiana Open Door Law. A memorandum of each meeting shall be prepared and presented to the Policy Board.

Section 3. Powers and Duties of Oversight Board: The powers and duties of the Oversight Board shall be the following:

- A. To administer the rules, standards and policies promulgated by the Policy Board;
- B. To maintain the budget established by the Policy Board;
- C. To make recommendations to the Policy Board as necessary;
- D. To supervise the day-to-day operations of the Dispatch System; and
- E. To carry out all other powers and duties as are delegated to the Oversight Board by the Policy Board.

ARTICLE VI
ACCOUNTING

The Auditor of Monroe County is authorized to receive, disburse, and account for all moneys of the Combined Emergency Dispatch System.

ARTICLE VII
AMENDMENT AND SEVERABILITY OF AGREEMENT

Section 1. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.

Section 2. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE VII
TERMINATION

Section 1. Notice of Termination: In the event that one of the parties intends to terminate the Agreement rather than renewing it as set forth in Article I, Section 2, that party shall provide notice in writing to the other party no later than one year prior to the intended date of termination.


Section 2. Division of Property:

A. Real Property: All real property shall remain the property of the City, and the County shall have no claim thereto.

B. Personal Property: Upon termination of this Agreement, the Policy Board shall recommend a plan of distribution of all jointly held personal property for the approval of the Monroe County Board of Commissioners and the Bloomington Common Council.

WHEREFORE, the parties hereto have executed this Agreement as of the date first set forth.

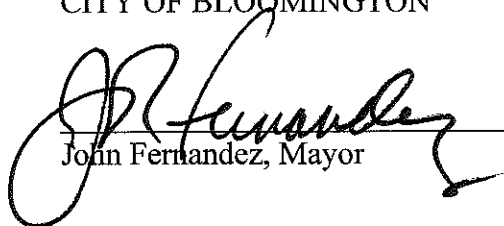
COUNTY OF MONROE
BOARD OF COMMISSIONERS


Norman Anderson, President


Kirk White, Vice President

Iris Kiesling, Member

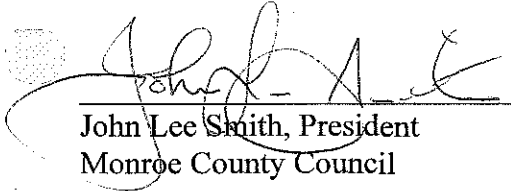
CITY OF BLOOMINGTON


John Fernandez, Mayor

Attest:


_____, December 19, 1997
Barbara Clark, Auditor
Monroe County

Approved this 13th day of January, 1998 by the Monroe County Council.



John Lee Smith, President
Monroe County Council

Attest:

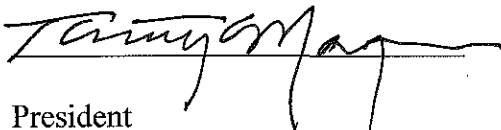

Barbara Clark, Auditor
Monroe County

, January 13, 1998

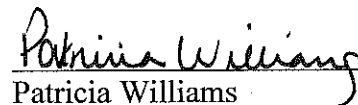
Acknowledged this 14 day of ~~December, 1997~~ ^{January 1998} by the Sheriff of Monroe County.


Randy G. Williamson, Sheriff

Approved this 21st day of January, 1998 by the Bloomington Common Council.


President
Bloomington Common Council

Attest:


Patricia Williams
City Clerk

, January 21, 1998

Acknowledged this 23rd day of January, 1998 by the Bloomington Chief of Police.


James Kennedy, Chief of Police