

passed 9-0

RESOLUTION 15-19

TO APPROVE THE THIRD AMENDMENT
TO THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND MONROE COUNTY
FOR OPERATION OF
THE MONROE COUNTY CENTRAL EMERGENCY DISPATCH CENTER

WHEREAS, in 1998 the City of Bloomington ("City") and Monroe County Government ("County") entered into an interlocal cooperation agreement ("Agreement") to operate a combined emergency dispatch center, known currently as the Monroe County Central Emergency Dispatch Center ("Dispatch" or "Dispatch Center"); and,

WHEREAS, the Agreement was amended previously on two occasions, in 2003 to increase staffing numbers and to amend provisions related to the Policy Board, and in 2007 to provide for annual, automatic renewal of the Agreement; and,

WHEREAS, the Parties collaborated to build and equip a new, state-of-the-art facility to house the Dispatch Center, which is located independently of the Monroe County Sheriff's Department and the Bloomington Police Department and which opened its doors in 2014; and,

WHEREAS, the Parties understood that the Agreement would need amended to reflect the location of the new Dispatch Center as well as to capture the nature of the Parties' equal partnership and commitment to share in all aspects of the operation and funding of the Dispatch Center.

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

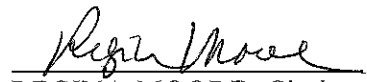
Section 1. The Common Council of the City of Bloomington hereby approves the Third Amendment to the Interlocal Cooperation Agreement between the City of Bloomington and Monroe County for operation of the Monroe County Central Emergency Dispatch Center, and authorizes the Mayor and the Clerk of the City of Bloomington to execute the Agreement.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 16th day of SEPTEMBER 2015.




DAVE ROLLO, President
Bloomington Common Council

ATTEST:



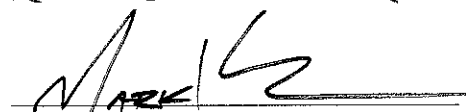
REGINA MOORE, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 17th day of SEPTEMBER, 2015.



REGINA MOORE, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 17th day of SEPTEMBER 2015.



MARK KRUZAN, Mayor
City of Bloomington

SYNOPSIS

This resolution authorizes execution of the Third Amendment to the Interlocal Cooperation Agreement between the City of Bloomington and Monroe County for the operation of the Monroe County Central Emergency Dispatch Center. The Agreement recognizes the differing contributions made by the City to build and Monroe County to equip the new Dispatch Center opened in 2014, provides that the parties will, going forward, equally share in all operational expenses and provides a mechanism for equalization of the contributions made by the parties. The Agreement further provides for equitable sharing of 911 funds distributed by the State of Indiana to Monroe County, which are intended to be used solely for dispatch operations.

Signed copies to:
1 copy (5)
controller
McLeese
BPD Chief
Dispatch Center

**MONROE COUNTY AND CITY OF BLOOMINGTON, INDIANA
INTERLOCAL COOPERATION AGREEMENT FOR THE MONROE COUNTY
CENTRAL EMERGENCY DISPATCH CENTER**

This Interlocal Cooperation Agreement, entered into on this 17th day of Aug, 2015, by and between the Board of Commissioners of the County of Monroe (hereinafter, "County"), Indiana and the City of Bloomington, Indiana (hereinafter, "City").

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, 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

WHEREAS, since 1998, the County and the City have successfully cooperated and worked together to operate the Monroe County Central Emergency Dispatch Center (hereinafter "Dispatch" or "Dispatch Center"), which combined dispatch systems originally operated by the County Sheriff's Department and the City's Police Department for the purpose of providing high quality, efficient communications services for public safety providers and general public within Monroe County, Indiana; and

WHEREAS, the County and City have demonstrated by their long-standing partnership that the utilization of a combined dispatch system permits a more efficient utilization of resources; and

WHEREAS, the County and the City each recognize the value of jointly administering dispatch services to the fire departments that serve the residents of the County and City and the importance of coordination in directing the departments' firefighters to the locations where emergency medical and firefighting services are needed; and

WHEREAS, the City and County recently collaborated to design, construct and equip a new facility in which Dispatch services could be located and began operations in the new facility, located at 301 South Walnut Street, Bloomington, Indiana, 47401, in July 2014; and

WHEREAS, the County and the City desire to continue staffing the facility with employees of both the Police and Sheriff's Departments and wish to continue their cooperation with respect to the management, operation and maintenance of this Dispatch Center;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the County and the City hereby agree to renew and, in part, amend their original Agreement (as amended) dated January 23, 1998, 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 Dispatch Center. 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.

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 unless and until one of the parties provides notice of termination as set forth in the below Article VIII, Section 1.

ARTICLE II
LOCATION AND MAINTENANCE OF DISPATCH CENTER; COMMENCEMENT

Section 1. Location: The Dispatch Center shall be housed on the second floor of the newly-built condominium facility located at 301 South Walnut Street, Bloomington, Indiana, 47401. The second floor of the facility is owned by the City. The first floor of the facility is owned by the Bloomington Public Transit Corporation. Condominium-related documents were recorded on August 19, 2014, and are held in the Monroe County Recorders' Office; see #2014010523.

Section 2. Maintenance of Dispatch Center and Operational Costs: Operational and overhead costs of the Dispatch Center, including but not limited to personnel costs other than the twenty five (25) dispatch personnel listed in Article III, general building maintenance, custodial services, telecommunications costs, software maintenance, electricity, water and other utilities costs, shall be shared equally by the City and the County. The City shall invoice the County by February 1st of each year, beginning in 2016 for expenses incurred in 2015, for the County's equal share of the prior year's expense and the County shall pay the invoice in full to the City on or before April 1st of each year. A budget shall be prepared annually by the City; however, reimbursement from the County to the City shall be based upon actual expenses incurred from the prior year as shown on the invoice submitted to the County.

The City paid for construction costs of and the County paid for all personal property to equip the Dispatch Center and, as part of its agreement with Spillman Technologies, Inc., paid the initial costs for the CAD/RMS system and for eight (8) years of software maintenance in order to secure ten (10) years of maintenance service. In recognition of the initial investments and to equalize costs, the City agrees to pay an equalization payment of Six Hundred Fifty Five Thousand, Four Hundred Fifteen Dollar and fifty cent (\$655,415.50). The parties agree that the City may make payments towards that total, including interest which will average two and a half percent (2.5%). As such, the City agrees to credit the County Seventy Four Thousand, Eight Hundred Eighty Seven Dollars (\$74,887.) each year beginning with the 2016 invoice (for expenses incurred in 2015) and ending with the invoice submitted in 2025 (for expenses incurred in 2024). See the attached spreadsheet, which is attached hereto and incorporated herein as Exhibit A. The City may, however, at anytime pay the remaining balance of the principal Six Hundred Fifty Five Thousand, Four Hundred Fifteen Dollar and fifty cent (\$655,415.50)

equalization payment due to the County, less interest, and there shall be no penalty for paying the balance to the County early.

ARTICLE III PERSONNEL, EQUIPMENT AND TELECOMMUNICATIONS

Section 1. Personnel

A. Staffing: The City shall provide fourteen (14) full-time dispatch personnel to the Dispatch Center. The City shall also provide one (1) full-time Telecommunications Manager, who shall serve as the Director of the Dispatch Center. The County shall provide ten (10) full-time and one (1) part-time dispatch personnel to the Center. In order to establish consistency in the treatment of dispatch personnel, the Central Emergency Dispatch Center Personnel Manual, approved or recommended by the Monroe County Commissioners and the Mayor, and adopted by the Policy Board, pursuant to their powers under Article IV, Section 4, shall apply to all City and County dispatch personnel. 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 of parties. From 911 funds received by way of the State of Indiana, the County shall annually pay the City an amount equal to the cost of paying salaries for three (3) full-time dispatchers employed by the City, including City-benefit and overtime costs. Said payment shall be made on or before December 1st of each year.

B. Scope of Responsibilities: The primary responsibility of each dispatch personnel described in Paragraph A, above, shall be to receive and dispatch emergency calls and perform all related duties. All personnel shall dispatch any and all emergency calls; there shall be no separation of responsibilities by geographical or other jurisdiction.

Section 2. Equipment and Fixtures:

A. 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.

B. Maintenance: The cost for maintenance on all equipment shall be shared equally by the City and County and shall be considered operational costs and factored into the operational expenses mentioned above in Article II, Section 2.

C. Insurance: The cost for insurance on all equipment and fixtures shall be shared equally by the City and County and shall be considered operational costs and factored into the operational expenses mentioned above in Article II, Section 2.

Section 3. Telecommunications Costs:

A. NCIC/IDACS: The cost of and responsibility for maintaining NCIC/IDACS databases shall continue to be paid from 911 funds received by way of the State of Indiana. In

the event that 911 funds are not received, the parties shall each pay for their respective share of the expense.

B. Communication Lines: The cost of maintaining communications lines between the Dispatch Center and other City offices shall be borne by the City. The cost of maintaining communication 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 grants funds or by 911 funds received by way of the State of Indiana, shall be borne equally by the parties.

ARTICLE IV POLICY BOARD

Section 1. Policy Board Makeup: The Policy Board shall be made up of five (5) members. Two members shall be appointed by the Monroe County Board of Commissioners and two (2) shall be appointed by the City's Mayor. The fifth member shall be appointed by joint decision of the County Commissioners and the Mayor.

A majority of the members of the Policy Board shall be current employees of the criminal justice agencies located in Monroe County, Indiana. At least one (1) 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 initial appointments were each appointed as follows: for a term of one (1) year and one for a term of three (3) years. The initial joint appointment was initially made for a period of two (2) years. The initial members appointed for one (1) year had terms, which expired on January 1, 1999, and the terms of the other initial members expired on January 1 of the respective years following. All appointments, thereafter, have been and shall continue to be made for a term of three (3) years.

Section 3. Meeting of the Policy Board: The Policy Board shall hold a minimum of one (1) meeting every two (2) months, and may hold additional meetings as the Policy 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 give direction to and resolve disputes of the Oversight Board;
- B.** To accept bids and award contracts for equipment purchase and maintenance and for provision of other necessary services, subject to the proper authority authorizing necessary appropriations. The Board shall notify the City and County prior to consideration of any potential purchase or contract which would require additional appropriation

- C. To enter into contracts to provide dispatch services for other emergency providers;
- D. To issue invoices on behalf of and accept funds for the Dispatch Center, including but not limited to payments from other emergency providers for the provision of dispatch services, which shall be deposited with the County Auditor, and which may be paid, upon invoice, to the City or to the County in order to offset operational overhead, personnel, or equipment expenses;
- E. To review and submit claims and invoices, excluding payroll claims for dispatch personnel listed in Article III, to the City of Bloomington Controller for approval by the appropriate authority.
- F. To adopt rules of order for Policy Board meetings and other related proceedings;
- G. To establish and define levels of service to partnership agencies and customers; and
- H. To promulgate all other rules, standards and policies necessary for the day-to-day operation of the Dispatch Center 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.
- I. To assist in the establishment and to present a unified budget to the County Council and the Common Council of the City of Bloomington.

ARTICLE V OVERSIGHT BOARD

Section 1. Oversight Board Makeup: The Oversight Board shall be comprised of the Monroe County Sheriff and the City's Chief of Police.

Section 2. Meetings: The Oversight Board shall hold meetings as the Oversight Board deems necessary. Any official 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 any rules, standards and policies promulgated by the Policy Board;
- B. To maintain their respective dispatch-related budgets approved by the Common Council of the City and/or the County Council and to cause invoices to be

prepared by the Telecommunications Manager and submitted to the Policy Board for issuance, as referenced in Article IV, Section D;

- C. To make recommendations to the Policy Board as necessary;
- D. To exercise general oversight over the operations of the Dispatch Center; however, the City's Chief of Police shall manage the day-to-day operations and shall direct all dispatch employees, including the Telecommunications Manager;
- E. To set standards for employee qualifications and training; and
- F. 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 the County and the Controller of the City are authorized to receive, disburse, and account for any and all funds intended to be used for or by the Dispatch Center, which are provided from federal or state or local sources. The Auditor and the Controller shall work together to promptly and efficiently distribute any and all funds. If a Public Safety County Option Income Tax (COIT) is adopted in Monroe County and becomes available to pay for any or all expenses of the Central Emergency Dispatch Center, which is a Public Safety Answering Point (PSAP), the parties agree to renegotiate any terms of this Agreement which may be affected by availability of the COIT.

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 to be determined void.

ARTICLE VIII
TERMINATION

Section 1. Notice of Termination: In the event that one of the parties intends to terminate the Agreement that party shall provide notice in writing to the other party no later than one (1) year prior to the intended date of termination. Any such notice shall be sent to the Monroe County Board of Commissioners or to the Mayor of the City of Bloomington.

Section 2. Division of Property:

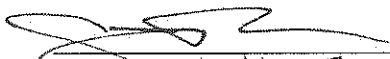
A. Real Property: All real property shall remain the property of the City, and the County shall have no claim thereto.

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 County Board of Commissioners and the Mayor. In determining proper distribution, due recognition shall be given to separate funds of the parties, if any, originally used to purchase any personal property or to maintain or improve such property and, to the extent possible, property purchased solely by one party shall be identified and distributed or given to that party, unless the parties mutually agree otherwise in writing. The parties shall have equal access to digital or computer data and software licenses.

Section 3. Termination Survival: The equalization of initial payment structure found in Article II Section 2 shall survive any termination.

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

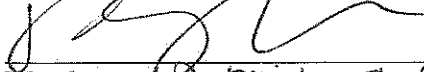
COUNTY OF MONROE, INDIANA
BOARD OF COMMISSIONERS



President, Julie Thomas


NOT PRESENT

Vice President, Isis Kiesling



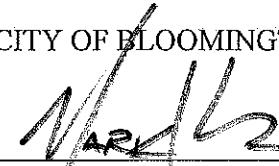
Member, Patrick Stoffers

ATTEST: (Dated: 8/07/15)



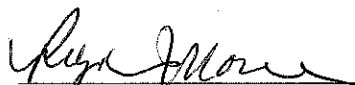
Auditor, Monroe County, Indiana

CITY OF BLOOMINGTON



Mayor

PRESENTED by me to the Mayor of the
City of Bloomington, Monroe County, Indiana,
upon this 17th day of September, 2015.



REGINA MOORE, Clerk
City of Bloomington

EXHIBIT A
Monroe County and City of Bloomington, IN
Interlocal Cooperation Agreement for the
Central Emergency Dispatch Center

Payment Date	Dispatch	Spillman	Total
Investment Amount	<u>171,415.50</u>	<u>484,000.00</u>	<u>655,415.50</u>
2/1/2016	19,585.72	55,301.24	74,886.96
2/1/2017	19,585.72	55,301.24	74,886.96
2/1/2018	19,585.72	55,301.24	74,886.96
2/1/2019	19,585.72	55,301.24	74,886.96
2/1/2020	19,585.72	55,301.24	74,886.96
2/1/2021	19,585.72	55,301.24	74,886.96
2/1/2022	19,585.72	55,301.24	74,886.96
2/1/2023	19,585.72	55,301.24	74,886.96
2/1/2024	19,585.72	55,301.24	74,886.96
2/1/2025	19,585.72	55,301.24	74,886.96
	<u>195,857.20</u>	<u>553,012.40</u>	<u>748,869.60</u>
County Investment	2,707,140.94	968,000.00	3,675,140.94
City Investment	<u>2,364,309.95</u>	0.00	<u>2,364,309.95</u>
Total Investment	<u>5,071,450.89</u>	<u>968,000.00</u>	<u>6,039,450.89</u>
Share Each	<u>2,535,725.45</u>	<u>484,000.00</u>	<u>3,019,725.45</u>
City Over(Under)	<u>(171,415.50)</u>	<u>(484,000.00)</u>	<u>(655,415.50)</u>

WHEREFORE, the parties hereto have executed this Monroe County and City of Bloomington, Indiana Interlocal Cooperation Agreement for the Monroe County Central Emergency Dispatch Center Agreement as of the date first set forth.

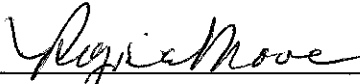
CITY OF BLOOMINGTON COMMON COUNCIL



Dave Rollo, President

Attest:

Dated: 9/16/15



Regina Moore, Clerk
City of Bloomington