

RESOLUTION 88-19

To Approve and Authorize Execution of an Interlocal Cooperation Agreement Between the City of Bloomington and Monroe County for Provision of Centrex Voice and Data Communications Services

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 two parties agree it is in the best interest of both to allow the City of Bloomington to obtain Centrex telephone service under Monroe County's existing contract with Indiana Bell, and

WHEREAS, the establishment of the Centrex service will permit additional services to both parties through each party's data processing systems:

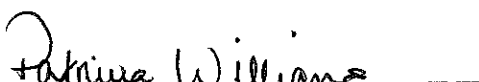
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

The Interlocal Cooperation Agreement between the City of Bloomington, Indiana, and Monroe County, 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 said Agreement on behalf of the City of Bloomington.

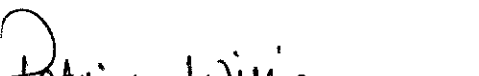
PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 6 day of July, 1988.


PAM SERVICE, President
Bloomington Common Council

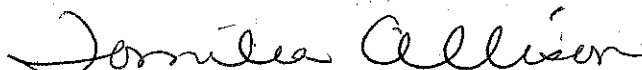
ATTEST:


PATRICIA WILLIAMS, City Clerk

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 7th day of July, 1988.


PATRICIA WILLIAMS, City Clerk

SIGNED AND APPROVED by me upon this 8th day of July, 1988.


TOMILEA ALLISON, Mayor
City of Bloomington

SYNOPSIS

This Resolution Approves and Authorizes execution of an Interlocal Cooperation Agreement between the City of Bloomington and Monroe County for the purpose of providing Centrex service to the City and additional services through each party's data processing systems.

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BLOOMINGTON, INDIANA AND
MONROE COUNTY, INDIANA

This Agreement made and entered into by and between the Bloomington Common Council and the Mayor of Bloomington (hereinafter referred to collectively as "City") and the Monroe County Council and Monroe County Commissioners (hereinafter referred to collectively as "County"), witnesseth:

WHEREAS, Indiana Code 36-1-7-1 et seq. allows governmental entities jointly to exercise powers through an Interlocal Cooperation Agreement; and

WHEREAS, the parties have agreed to a plan of cooperation and financing for the mutual benefit of all parties:

NOW, THEREFORE, the parties agree as follows:

(1) DURATION

This Agreement shall be in full force and effect from the date of execution until the expiration of the County's present contract, expiring June 30, 1992, with Indiana Bell, unless renewed in which case the Agreement extends for the term of the renewed contract.]

(2) TERMINATION OR AMENDMENT

Except as otherwise provided in Section 1, this Agreement may be terminated or amended only by mutual agreement of the parties. At expiration or termination title to equipment purchased by individual parties shall remain with the purchaser. Jointly purchased equipment shall be appraised, and one party may buy out the other's proportional interest. If neither offers to buy, the equipment shall be sold in accordance with I.C. 36-1-11.

(3) PURPOSE

The purpose of the Agreement is to provide the City with telephone service under the existing County contract with Indiana Bell for Centrex service, allow for growth within the Centrex system, and allow co-operation within data communications between the parties. Initially, this service shall be furnished to the Bloomington Police Department. In October 1988 other City Departments shall automatically be added to the

service unless either party objects in writing, by September 1, 1988, in which case the parties shall negotiate between themselves any extensions.

(4) ADMINISTRATION

There is hereby established a Joint Board consisting of five (5) members. Two (2) members shall be appointed by the County Commissioners and two (2) by the Mayor of Bloomington. A fifth member acceptable to both parties shall be appointed jointly by the Mayor and County Commissioners. The members shall serve at the pleasure of the appointing board or official.

The Joint Board shall meet from time to time as necessary. A majority of Joint Board members must be present in order to conduct business, and a majority of Joint Board members present, provided one City and one County appointees are present, must agree before any action is taken. It shall be the responsibility of the Joint Board to administer and interpret this Agreement, and to settle disputes arising under this Agreement.

(5) POWERS OF THE BOARD

- (A) To extend to the City Centrex Service provided for in a County contract with Indiana Bell.
- (B) To initiate additional services under the Centrex System.
If a proposed new service shall be detrimental to one party, that party may veto the addition or require the other party to pay the total cost of the addition.
- (C) To recommend to the Mayor and County Commissioners cooperative purchasing of equipment.
- (D) To authorize cooperative use of one party's equipment when such use is feasible with no reduction of capacity for the original purchaser. In such case the original purchaser cannot refuse to allow the use, but can require the other party to contribute to it an equitable percentage of the equipment's original cost.
- (E) To install a sufficient security system in each data processing system which will operate in the event Indiana Bell's equipment fails to prevent routing information to the wrong computer.
- (F) To determine the list of numbers on the intercom telephone list.
- (G) To determine the proportionate share of the costs for each party.
- (H) To allow and regulate the exchange of electronically recorded data between the parties.

*Prob. with
David -
City is purchasing*

(6) FINANCING

All bills for the service shall be sent to the County. The Information Processing Administrator shall bill City for its share of the costs of the Centrex service. Both parties shall pay their share directly to Indiana Bell according to their established claims procedures.

The Information Processing Administrator shall adjust the billing as determined by the Board for each party in proportion to the service rendered.

(7) 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 and to Monroe County, care of the Monroe County Commissioners, Monroe County Courthouse, Bloomington, Indiana 47401.

DATED this day of , 1988.

CITY OF BLOOMINGTON

MONROE COUNTY

By

Tomilea Allison, Mayor
City of Bloomington

By

President, Monroe County
Commissioners

Approved by:

Approved by:

President, Bloomington
Common Council

President, Monroe
County Council

ATTEST:

ATTEST:

By

Patricia Williams, City Clerk

By

Monroe County Auditor