

RESOLUTION 85-2

TO APPROVE INTERLOCAL COOPERATION  
AGREEMENTS BETWEEN THE CITY OF  
BLOOMINGTON, INDIANA AND THE BLOOMINGTON  
PUBLIC TRANSPORTATION CORPORATION

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 of all interlocal cooperation agreements; 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;

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

SECTION I. The Interlocal Cooperation Agreements between the City of Bloomington, Indiana and the Bloomington Public Transportation Corporation for 1984 and 1985, copies of which are attached hereto and made part hereof, are hereby approved.

SECTION II. This Resolution shall be in full force and effect from and after its passage by the Bloomington Common Council and approved by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, this 16 day of January, 1985.

Patricia A. Gross  
Patricia Gross, President  
Bloomington Common Council

SIGNED AND APPROVED by me this 18th day of January, 1985.

Tomilea Allison  
Tomilea Allison, Mayor  
City of Bloomington

ATTEST:

Patricia Williams  
Patricia Williams, City Clerk

SYNOPSIS

This Resolution approves of Interlocal Cooperation Agreements for 1984 and 1985 between the City of Bloomington and the Bloomington Public Transportation Corporation. The Agreements provide that the City will provide services of the Controller's Office, Legal Department, Personnel Department

Signed copies:  
Legal  
Transit

and Planning Department to the Public Transportation Corporation. In exchange, the Public Transportation Corporation shall pay the City \$18,929.00 for services rendered in 1984, and at least \$21,956.00, but not more than \$24,956.00 for services to be rendered in 1985.

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

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

WHEREAS, I.C. §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, I.C. §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 should be 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 the 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, 1985 until December 31, 1985.

B. The parties agree to renegotiate this Agreement at a mutually agreeable time in 1985. A new Agreement shall become effective on January 1, 1986.

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, accepting, reviewing and screening employment applications; interviewing prospective employees; responding to grievances pursuant to the provisions of the City's and BPTC's agreement with American Federation of State, County, and Municipal Employees Local 2487, and the City's Personnel Manual; processing claims submitted to the Indiana Employment Security Division; processing employees' claims submitted to Blue Cross/Blue Shield; and providing general advice 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 payrolls and 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, and advising and assisting Bloomington management and the BPTC Board of Directors in fiscal matters.

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.

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 \$21,956.00, but not more than \$24,956.00, in 1984 for the provision of the aforementioned services. Payment shall be made in four installments of at least \$5,489.00, due and payable on March 31, 1985, June 30, 1985, September 30, 1985, and December 31, 1985. The method of payment is based on the following formula:

A. Personnel Department

Budget	\$ 99,571.00	
Fringe <sup>1</sup>	13,861.00	
Workers Comp. <sup>2</sup>	68.00	
958 Sq. Ft. <sup>3</sup>	6,227.00	
	<u>\$119,726.00</u>	X 3% = \$3,593.00

B. Controller's Office

Budget	\$ 239,435.00	
Fringe	19,551.00	
Workers Comp.	99.00	
1797 Sq. Ft.	11,681.00	
	<u>\$270,765.00</u>	X 5% = \$13,539.00

C. Legal Department

Budget	\$134,233.00	
Fringe	19,106.00	
Workers Comp.	93.00	
1132 Sq. Ft.	7,358.00	
	<u>\$160,790.00</u>	X 3% = \$4,824.00

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

<sup>1</sup>Fringe is determined by calculating the following benefits:  
 6.75% PERF  
 7.05% FICA  
 \$446.00/yr - Employee Life and Health Insurance  
 1% Unemployment

<sup>2</sup>Workers' compensation is calculated by multiplying salaries by .08.

<sup>3</sup>Space rental is calculated at \$6.50 a square foot.

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	\$ 14.95 per hour
Senior Planner	\$ 11.93 per hour
Planner II	\$ 8.24 per hour
Planner I	\$ 6.46 per hour
Secretary II	Not Applicable
Secretary I	Not Applicable
Fringe <sup>4</sup>	48.1% of salaries
Indirect Cost <sup>5</sup>	60.5% 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, 1985, June 15, 1985, September 15, 1985 and December 15, 1985.

Any money due to the City, as a result of work performed by the Planning Department, shall be in addition to the \$5,489.00 quarterly payment due from the BPTC to the City. However, the BPTC shall not be obliged to pay the City more than \$3,000.00 for the services of the Planning Department during 1985.

#### 5. 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.

#### 6. Administration

There is hereby established a Joint Board. The Joint Board shall consist of three members. One members shall be appointed by,

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<sup>4</sup>Fringe includes compensation for employee benefits, including workers' compensation and unemployment insurance; FICA; PERF; health, dental and life insurance; sick, vacation and personal business days; and holidays.

<sup>5</sup>Indirect cost includes compensation for items such as secretarial services; phone calls; postage; xeroxing; and office supplies.

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 the City of Bloomington. The third member shall be appointed by the other two members.

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 disputes arising between the parties.

7. Termination and Amendment of Agreement

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

8. Notice

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

DATED this 9 day of January, 1985.

CITY OF BLOOMINGTON

By: Tomilea Allison  
Tomilea Allison, Mayor

APPROVED BY:

Patricia A. Gross  
Patricia A. Gross, President  
Common Council

ATTEST:

Patricia Williams  
Patricia Williams, Clerk

BLOOMINGTON PUBLIC TRANSPORTATION CORPORATION

By: Geoffrey Grodner  
Geoffrey Grodner, President  
Board of Directors

ATTEST:

Ray McConn  
Ray McConn, Secretary  
Board of Directors