

RESOLUTION 78-26

A Resolution to Approve an Intergovernmental Cooperation Agreement between the City of Bloomington and County of Monroe for the Shared Use of the County Building on Seventh Street & College Avenue

WHEREAS, the City of Bloomington and County of Monroe did submit a joint application to the General Services Administration to obtain the building known as the County Building, located at the corner of Seventh Street and College Avenue; and

WHEREAS, such application stated that the Human Resources Department of the City of Bloomington would be located in said building, and


WHEREAS, on the basis of said application the GSA has given said building to the County, and

WHEREAS, Indiana statute requires that such cooperation agreement between local units of government be approved by the legislative bodies of each governmental unit,


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

Section 1. The attached Intergovernmental Cooperation Agreement between the City of Bloomington and County of Monroe is hereby approved.

PASSED AND ADOPTED this 17 day of OCTOBER, 1978, by the Common Council of the City of Bloomington, Monroe County, Indiana.

  
John F. Richardson, President  
Bloomington Common Council

APPROVED this 20 day of OCTOBER, 1978, by the Mayor.

  
Francis X. McCloskey, Mayor  
City of Bloomington

RESOLUTION 78-26

SYNOPSIS

The County Building was given to the County on the condition that the Human Resources Department of the City would occupy space in the building. This Resolution ratifies an agreement between the City and County for joint use of the building and is required by state law.

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF BLOOMINGTON AND COUNTY OF MONROE FOR  
THE SHARED USE OF THE FEDERAL BUILDING

The City of Bloomington, Indiana and the County of Monroe, Indiana, do hereby make the following covenants concerning the shared use of the Federal Building for the purpose of alleviating mutual City/County office space problems.

1. Both parties agree to bear the expenses of internal remodeling of their respective offices including but not limited to replacement of windows, carpets, dividers, light bulbs, etc. The extent and nature of the remodeling shall be determined by each party for their respective offices.

2. Both parties agree to share the expenses of janitorial services and structural repairs including but not limited to roof, furnace, electrical wiring, utilities, improvements, etc. These expenses shall be based on the amount of office space utilized by the City compared to the amount of office space available in the building.

3. The City shall have the right to occupy the space on the basement level of the federal building with the exception of one room on the East side of the hall and the boiler room as indicated on the attached floor plan A.

4. The parties shall meet and confer on the needed reasonable improvements necessary to keep the roof, furnace, hallways, steam pipes, drains, toilets and other items in good repair so as to prevent waste from occurring to the structure. The parties will attempt to estimate the cost of maintaining the building for the next year and the City shall be informed on or before July 1 of the preceeding year of the estimated costs. These costs shall be computed according to the formula set out in Section 2 and shall be subject to arbitration should a disagreement arise between the parties. If the parties fail to meet and confer then the last amount negotiated shall be the amount to be paid by the City.

5. Pursuant to the Federal Department of HEW regulations concerning conditions and restrictions on disposal of real property, this cooperation agreement shall be effective for a period of 30 years from the date of the deed transferring title to the building in fee to the County.

6. The space allocations shall be modified on agreement of all parties; City, County and HEW. All reasonable efforts will be made to accommodate the space needs of all occupants.

7. Space needs shall be calculated on a yearly basis on or before July 1 each year. The calculation of yearly need shall not, however, be construed to limit the right of the City to occupy space on a year-to-year basis. Significant changes of space needs

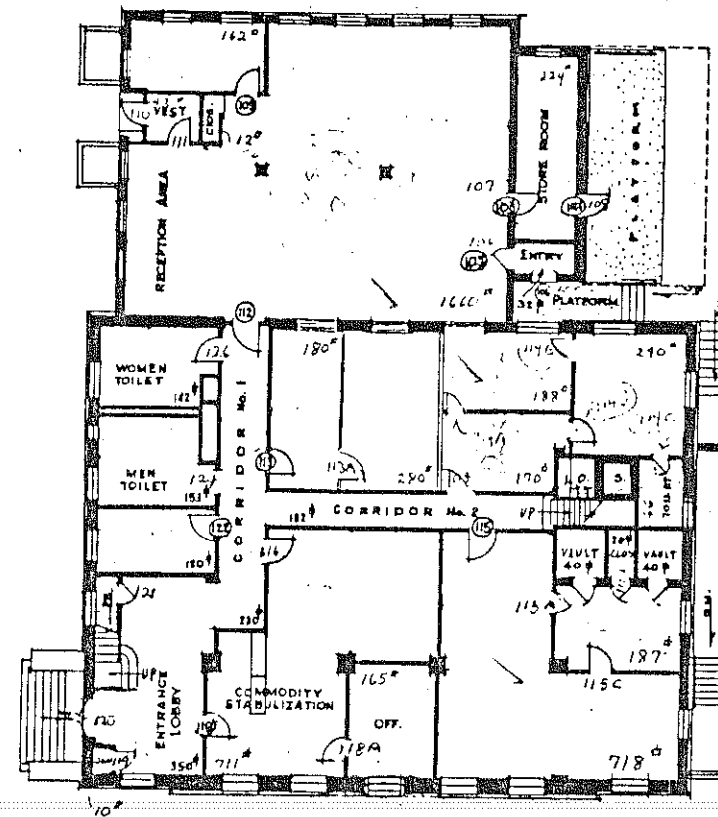
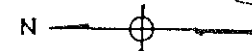
shall be filed with HEW for their approval. Failure of the City and County to reach agreement on proposed changes shall be resolved by each party retaining their current office space. If both parties desire, arbitration can be entered into pursuant to paragraph eleven of this Agreement.

8. The County agrees that it shall inform the Board of Public Works of the City of Bloomington prior to undertaking any repair, alterations or modification of the building which are reasonably estimated to be in excess of \$2000.00 and for which the County feels the City bears some responsibility under this Agreement.

9. For calendar year 1978 and 1979 it is agreed by the parties that the City will use 15% of the total office space available and that this percentage is the percentage referred to in Paragraphs 2 and 4 of this Agreement. It is further agreed by the parties that the full amount payable by the City under this Agreement shall be \$908.10 in 1978 and \$4,000.00 in 1979.

10. In the event that the payment by the City in any year, including but not limited to 1978 and 1979 is more or less than the actual amount owed under this Agreement then such balance or deficit shall be carried over into the subsequent year and the negotiated payment due in the subsequent year shall be adjusted accordingly.

11. In case any disagreement shall arise between the City and County or any person or agency claiming under them in relation to this agreement, such disagreement shall be referred to three arbitrators, one to be appointed by each party and the third to be appointed by the arbitrators so appointed; and the award in writing signed by any two of them shall be made within thirty (30) days after hearing by the arbitrators. If either party shall refuse or neglect to appoint an arbitrator within ten (10) days after the other shall have appointed an arbitrator, then the arbitrator so appointed by the first party shall have the power to proceed to arbitrate and determine the matters of disagreement as if he were an arbitrator appointed by both parties hereto for that purpose, and his award shall be made within twenty (20) days after such refusal or neglect of the other party to appoint an arbitrator. The terms of the current agreement shall be in force and effect pending arbitration of any disagreement arising between the City and County.



ASSIGNMENT -  
FIRST FLOOR PLAN 7-1-72  
SCALE  $\frac{1}{16}'' = 1'-0''$

REV 7-1-72 SPP  
REV 3-28-68 AM  
REV 07-11-58 L.L.  
REV 8-14-61 ALA

FEDERAL BUILDING  
BLOOMINGTON, IND.

DWG. 48

DWN. BY J. P. HAYNES 4/4/30

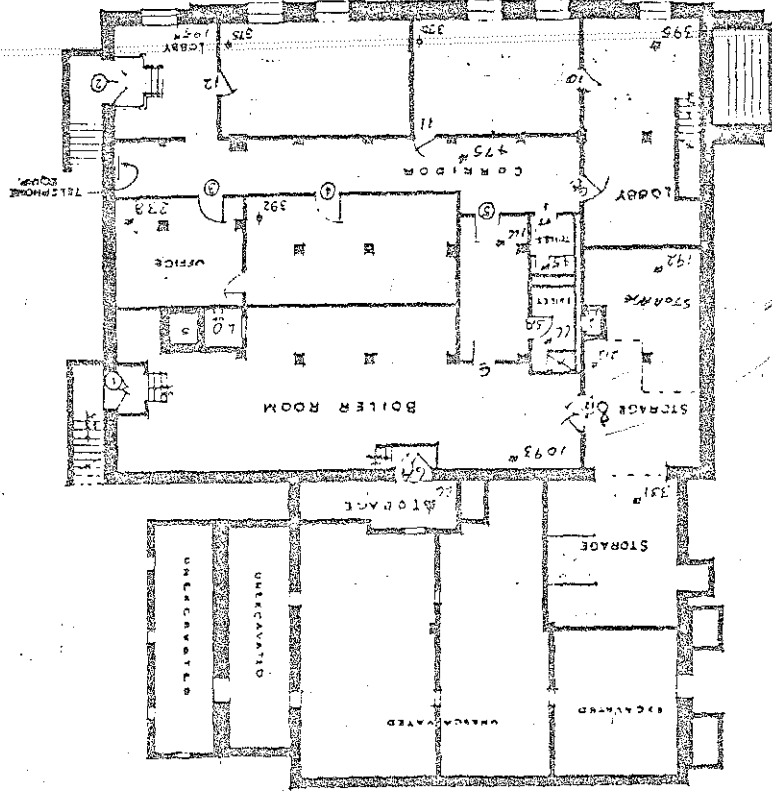
REVISED J.C.P. 3-23-59  
CHECKED W.D.C. 5-23-59  
REVISED 2-18-64 J.P.H.

FEDERAL BUILDING  
BLOOMINGTON, IND.  
DWG. 49  
DWN. BY J. P. HAYNES. 4/4/30  
REVISED J.C.P. 8-23-35  
CHECKED WOC 5-23-35  
REVISED W.C.P. 8-23-35  
REVISED J.P. 04-27-54

DWL 41  
 DWL BY J. P. HAYNES  
 4/4/30  
 ARRIVED JCD 5-23-35  
 (CHECKED W.O.C. 5-24-35)  
 REPAIRED 5-18-35  
 067354 J.E.

REV 7-1-72 549  
REV 3-22-62 444  
REV 07 11 55 L.K.  
REV 8-14-61 444  
REV 5-25-72 549

ASSIGNMENT  
BASEMENT FLOOR PLAN 7-1-72  
SCALE 1/8" = 1'-0"



COMMITTEE REPORT SHEET

Legislative #: Appropriation Ordinance - Ordinance - Resolution 78-26  
Title: CITY/CO. AGREEMENT RE: FEDERAL BLDG.  
Committee: Community Development \_\_\_\_\_ Public Facilities \_\_\_\_\_ Joint Mtg. ☒  
Submitted by: LEGAL DEPT.  
Meeting Date: 10/11/78

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Committee Discussion/Recommendation:

VOTE OF AYES: 5, NAYS: 0, FOR DO PASS RECOMMENDATION.

NECESSARY FOR THE TRANSFER OF THE HUMAN  
RESOURCES DEPARTMENT TO THE "COUNTY  
BUILDING" BASEMENT

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Signatures of Councilmembers Present:

R.W. Orcutt \_\_\_\_\_  
R. Middleton \_\_\_\_\_  
Jack Morrison \_\_\_\_\_  
JR \_\_\_\_\_

## CITY OF BLOOMINGTON

## Interdepartmental Memo

BACKUP  
RUS 78-27

TO: Frances Komoroske SUBJ: Fiscal Impact of Spinning Off the Residential Center for Recovering Alcoholics  
FROM: Ed Howell *Ed Howell* DATE: July 5, 1978

As Fran was leaving for her vacation, she passed on to me a couple of tasks she did not want to put off until she returned. One of them is this memo to you. As you requested, what follows is a breakdown of the direct and indirect cost savings to the City of Bloomington which will be effected by spinning off the Residential Center for Recovering Alcoholics to the proposed Detoxification Program Board of Directors. Some of the items do not have a dollar value assigned to them because that assignment should more properly come from another City department. The savings are as follows:

## I Direct Costs (annual)

- |  |          |
|--|----------|
| a. Work-study.   | \$150.00 |
| b. Facility maintenance. Furnished by the Department of Public Works and Human Resources. Human Resources' share amounts to about \$100.00 |          |
| c. Telephone (local). Furnished by the Department of Public Works.   |          |
| d. Utilities. Furnished by the Department of Public Works. The 1976 cost was \$1,375.00.   |          |
| e. Office Supplies. Only for those supplies not covered by grants.   | 50.00    |
| f. Travel. Only for travel not covered by grants.  | 50.00    |
| g. Xerox. Furnished by the Department of Public Works.   |          |
| h. Other supplies. Only for other supplies not covered by grants.  | 50.00    |
| i. Grant Match. (@ 1978 level)   | 7,600.00 |

## II Indirect Costs (annual)

- |  |            |
|--|------------|
| a. Human Resources Director (10%)            | \$1,500.00 |
| b. Human Resources Program Coordinator (15%) | 2,100.00   |
| c. Human Resources Secretary (10%)           | 800.00     |
| d. Human Resources Custodian (10%)           | 750.00     |



Frances Komoroske  
Page two  
July 5, 1978

- e. Human Resources Other. Includes staff "loaned" to the Program when staff shortages occur. \$1,500.00
- f. Controller's Office
- g. Department of Public Works
- h. Personnel Department
- i. Legal Department

Also, please note that there is a full-time CETA position assigned to this program at an annual salary of \$8,724.00 which may be spun-off with the program as part of the City's support.

ELH:dy

COMMITTEE REPORT SHEET

78-27 &

Legislative #: Appropriation Ordinance - Ordinance - Resolution 78-80

Title: Transfer of TC & Rogers property to SCUHF for  
Recovering Alcoholics Center & Authorize this Conveyance

Committee: Joint Mtg. ☒ Public Facilities ☐ Community Development ☐

Submitted by: Middleton (R 78-27); Mayor's Office (78-80)

Meeting Date: 10/25/78

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Committee Recommendation:

VOTE OF AYES: 5, NAYS: 0, FOR Do Pass RECOMMENDATION.

ABSTAIN: Young, Lawson & Olcott ON BOTH RESOLUTION + ORDINANCE.

Amend resolution after Mental Health Foundation, Inc.  
"effective January 1, 1979"

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Signatures of Councilmembers:

<u>P. Kruger</u>	<u>T. A.</u>
<u>DeMuller</u>	<u>H. G.</u>
<u>Carlson</u>	<u>Bill Olson</u>
<u>J. R.</u>	
<u>G.</u>	