



# City of Bloomington Common Council

## Legislative Packet

Special Session

14 November 2007

Office of the Common Council  
P.O. Box 100  
401 North Morton Street  
Bloomington, Indiana 47402

812.349.3409

[council@bloomington.in.gov](mailto:council@bloomington.in.gov)  
<http://www.bloomington.in.gov>



## **Packet Related Material**

**Memo  
Agenda  
Calendar  
Notices and Agendas:**

- **Notice of Cancellation of Committee of the Whole and the Holding of a Special Session on November 14, 2007 at 7:30 p.m. in the Council Chambers**
- **Notice of Council Sidewalk Committee on November 15, 2007 at Noon in the Hooker Room**

## **Legislation for Final Action at the Special Session on November 14, 2007:**

- **Res 07-11** To Approve the Second Amendment to an Interlocal Cooperation Agreement Between the City and Monroe County for a Combined Emergency Dispatch System
  - Memo from Patty Mulvihill, Risk Attorney; Second Amendment; 1998 Interlocal Agreement for Combined Emergency Dispatch Services Annotated with Changes
  - Contact: Patty Mulvihill at 349-3426 or [mulvihip@bloomington.in.gov](mailto:mulvihip@bloomington.in.gov)*
- **Res 07-12** To Approve the Interlocal Agreement Between Monroe County, Town of Ellettsville, and the City of Bloomington for Animal Shelter Operation for the Year 2008
  - - Memo from Patty Mulvihill, Risk Attorney; Interlocal Agreement; Calculation of County Payment Amount and Source of Animals Received by the Shelter
  - Contact: Patty Mulvihill at 349-3426 or [mulvihip@bloomington.in.gov](mailto:mulvihip@bloomington.in.gov)*

- **Ord 07-15** To Amend Title 8 of the Bloomington Municipal Code, Entitled “Historic Preservation and Protection” to Establish A Historic District - Re: 430 North Washington and 209-211 East 8<sup>th</sup> Street (Fierst Rentals, Petitioners)

Contact: Nancy Hiestand at 349-3507 or  
[hiestann@bloomington.in.gov](mailto:hiestann@bloomington.in.gov)

(Please see the packet issued for the [7 November 2007](#) Regular Session for the legislation, summary, and associated materials for this item.)

### **Memo**

**Reminder: Council Sidewalk Committee on Thursday at noon in the Hooker Room**

**Three Items Ready for Final Action at Special Session on November 14<sup>th</sup>  
(No Committee of the Whole)**

The Council voted to cancel the Committee of the Whole scheduled for November 14<sup>th</sup> and hold a Special Session instead to take final action on three items. Those items include resolutions approving two interlocal agreements (summarized herein) and an ordinance designating a historic district, which can be found in the [7 November 2007 Legislative Packet](#).

**Item One – Res 07-11 – Approving the Second Amendment to the 1998  
Interlocal Agreement with County  
Regarding Combined Emergency Dispatch System**

**Res 07-11** would amend the *Interlocal Agreement (Agreement)* with the County for the management, operation, and maintenance of the Combined Emergency Dispatch System to allow for automatic annual renewals of the agreement. The City and the County entered into this agreement in 1998 and, with the help of a \$150,000 *Build Indiana* grant, combined their dispatch operations in a portion of the newly renovated JFK Law Enforcement Center on East 3<sup>rd</sup> Street.

Agreements between political subdivisions (otherwise known as "interlocal agreements") are authorized and governed by I.C. 36-1-7-3. Among other things, this statute requires that the agreements include the duration and manner of financing, staffing and supplying the joint undertaking. It also authorizes the

creation of joint boards to oversee the enterprise according the powers delegated to them by the agreement.

This *Agreement* had an initial term of 5 years that was automatically renewed for another 5 years in 2003 and would automatically renew on annual basis if this amendment is adopted. The other provisions of the *Agreement* set forth the responsibilities of each party for maintaining the facility and operating the program. The *Agreement* also creates a policy board, comprised of five members appointed by the County Commissioners and Mayor, and an Oversight Board, comprised of the Chief of Police and the County Sheriff. The Policy Board governs the dispatch system and provides guidance to the Oversight Board, which is responsible for carrying out the dispatch system's day-to-day operations. These boards meet regularly in open meetings where the public may attend and observe the conduct of business.

Along with this change in the *Agreement*, the parties made three other changes in 2003. All these changes are indicated on an annotated version of the *Agreement* that is enclosed with the legislative materials. Those earlier changes: 1) increased the minimum number of dispatchers provided by the City (from 11 to 14) and the County (from 9 to 10.5) to reflect extant levels of staffing by those entities; 2) required that a majority of the members of the Policy Board be employees of criminal justice agencies to be in compliance with State Law; and, 3) clarified the duties of the Policy Board in regard to the exercise of management control over the personnel and equipment, and gave the board power to set standards for the levels of service provided by central dispatch to other agencies.

#### **Item Two – Res 07-12 – Approving an Interlocal Agreement with the County and the Town of Ellettsville for Animal Services**

**Res 07-12** approves the execution of the *Interlocal Agreement (Agreement)* between the City, County, and Town of Ellettsville regarding the funding for Animal Shelter operations in 2008. Under the terms of the *Agreement*, the County will pay a total of \$256,644 and the Town of Ellettsville will pay of total of \$10,984 to the City for work we do on their behalf next year. This work includes the services done by the City in sheltering animals coming from the County and otherwise assisting in County operations (i.e., dispatching runs and giving information to callers), but is distinct from the City's animal control field operations, education program, and volunteer program. The amount of payment is based upon a formula that takes into account the cost of shelter operations (which is about half the City's Animal Control budget),

offsetting revenues, and the percentage of shelter operations attributable to animals coming from the County.

The formula works as follows:

<b>Projected Budget for Animal Shelter Operations for 2008</b> (including increases and offsetting adoption revenues) <i>Note: The term Animal Shelter Operations does not include the field operations and education and volunteer programs of the Shelter.</i>	\$514,669 ( <i>up \$ 77,247 from 2007</i> )
<b>Percentage of Shelter Operations Due to County</b> (Based upon percentage of animals arriving from the County – 2,729 out of 5,256)	<u>x 52 %</u> ( <i>up 2% from last year</i> )
<b>TOTAL</b>	<b>\$267,628</b> ( <i>up \$48,917 over 2007</i> ) <b>- \$10,984</b> ( <i>to be paid by Ellettsville</i> ) <b>\$256,644</b> ( <i>to be paid by Monroe County</i> )

Please note that for the first time, the *Agreement* includes the Town of Ellettsville as a party. In that regard, the *Agreement* acknowledges that the County performs animal management services in the Town and requires the Town to pay the City for services incurred as a result of those animals going to the shelter. In essence, the Town's contribution reduces the County's payment. The *Agreement* also provides that payments by the County and town be made on a semi-annual basis.

**NOTICE AND AGENDA  
BLOOMINGTON COMMON COUNCIL SPECIAL SESSION  
7:30 P.M., WEDNESDAY, NOVEMBER 14, 2007  
COUNCIL CHAMBERS  
SHOWERS BUILDING, 401 N. MORTON ST.**

**I. ROLL CALL**

**II. AGENDA SUMMATION**

**III. APPOINTMENTS TO BOARDS AND COMMISSIONS**

**IV. LEGISLATION FOR SECOND READING AND RESOLUTIONS**

1. Resolution 07-11 To Approve the Second Amendment to an Interlocal Cooperation Agreement Between the City and Monroe County for a Combined Emergency Dispatch System

Committee Recommendation: Not Applicable

2. Resolution 07-12 To Approve the Interlocal Agreement Between Monroe County, the Town of Ellettsville and the City of Bloomington for Animal Shelter Operation for the Year 2008

Committee Recommendation: Not Applicable

3. Ordinance 07-25 To Amend Title 8 of the Bloomington Municipal Code, Entitled “Historic Preservation and Protection” to Establish a Historic District – Re: 430 North Washington and 209-211 East 8<sup>th</sup> Street (Fierst Rentals, Petitioners)

Committee Recommendation: Not Applicable

**V. ADJOURNMENT**

City of  
Bloomington  
Indiana

City Hall  
401 N. Morton St.  
Post Office Box 100  
Bloomington, Indiana 47402



**Office of the Common Council**  
(p:) 812.349.3409  
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[www.bloomington.in.gov/council](http://www.bloomington.in.gov/council)

To: Council Members  
From: Council Office  
Re: Calendar for the Week of November 12-17, 2007

*November is National Adopt a Senior Pet Month!*

**Monday, November 12, 2007**

*City Holiday: Veterans Day – Offices Closed.*

**Tuesday, November 13, 2007**

5:00	pm	Utilities Service Board, Board Room, 600 E. Miller Dr.
5:30	pm	Bloomington Public Transportation Corporation, Transportation Center, 130 W. Grimes Lane
5:30	pm	Board of Public Works, Council Chambers
5:45	pm	Bloomington Community Arts Commission, Kelly
6:00	pm	Bloomington Commission on Sustainability, McCloskey
7:30	pm	Telecommunications Council, Council Chambers

**Wednesday, November 14, 2007**

9:30	am	Emergency Management Meeting, Council Chambers
9:30	am	Tree Commission, Rose Hill Cemetery Office, 930 W. Fourth Street
2:00	pm	Hearing Officer, Kelly
4:00	pm	Board of Housing Quality Appeals, McCloskey
4:00	pm	Dr. Martin Luther King, Jr. Birthday Commission, Hooker Room
7:30	pm	Common Council Special Session, Council Chambers

**Thursday, November 15, 2007**

8:00	am	Bloomington Housing Authority, Housing Authority, 1007 N. Summit, Community Room
12:00	pm	Council Sidewalk Committee, Hooker Room
5:30	pm	Board of Zoning Appeals, Council Chambers
7:00	pm	Environmental Commission, McCloskey

**Friday, November 16, 2007**

10:30	am	Council for Community Accessibility Arts Access Committee, Dunlap
12:00	pm	Domestic Violence Taskforce, McCloskey

**Saturday, November 17, 2007**

9:00	am	Bloomington Community Farmers' Market, Showers Common
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City of Bloomington  
Office of the Common Council

# MEETING NOTICE

**THE COMMON COUNCIL HAS:**

**Cancelled**  
***the Committee of the Whole***  
**Previously Scheduled for**  
**Wednesday, November 14, 2007 at 7:30 P.M.**

**and**

**Scheduled a**  
***Special Session***

**for that same time**  
**in the**  
**Council Chambers, Room 115,**  
**401 N. Morton Street.**

Dated & Posted: Friday, November 9, 2007





City of Bloomington  
Office of the Common Council

# **MEETING NOTICE**

## **Common Council Sidewalk Committee**

**Thursday, 15 November 2007**

**Noon**

**Hooker Room**

**Room 245, City Hall, 401 N. Morton**

The purpose of the meeting is to discuss sidewalk projects for 2008. Because a quorum of the Council may be present, this meeting may constitute a meeting of the Council as well as of the Committee under the Indiana Open Door Law. This statement provides notice that the meeting will occur and is open for the public to attend, observe, and record what transpires.

Posted: Friday, 2 November 2007

**RESOLUTION 07-11**

**TO APPROVE THE SECOND AMENDMENT TO  
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, in 1998, the City of Bloomington and Monroe County entered into an Interlocal Agreement to establish a Combined Emergency Dispatch System; and
- WHEREAS, in 2003, the parties adopted the first amendment to the Interlocal Agreement which modified the staffing levels, the requirements of serving on the Policy Board, and the powers and duties of that Board; and
- WHEREAS, the Interlocal Agreement is set to expire on December 31, 2007 and the parties have determined that a second amendment to the Interlocal Agreement is necessary so that the Agreement may be extended;

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

SECTION I. The Second Amendment to Monroe County and City of Bloomington, Indiana Interlocal Cooperation Agreement for Combined Emergency Dispatch System, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION II. If any sections, sentence or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION III. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
REGINA MOORE, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
MARK KRUZAN, Mayor  
City of Bloomington

SYNOPSIS

This resolution approves the second amendment to the 1998 City-County Interlocal Agreement that established the Combined Emergency Dispatch System. This amendment ensures that the Interlocal Agreement does not expire on December 31, 2007, as currently scheduled, but will automatically renew in periods of one year, unless terminated earlier in accordance with the original agreement.

## **MEMORANDUM**

**To: Common Council**

**From: Patricia M. Mulvihill**

**Date: November 5, 2007**

**Re: Resolution 07-11**

Indiana Code § 36-1-7 empowers the City of Bloomington to contract with Monroe County to provide a combined emergency dispatch system.

This resolution is to authorize the Mayor and the Chief of Police to execute an interlocal agreement with Monroe County regarding the Central Emergency Dispatch System. The City and County both provide employees to run the Central Emergency Dispatch System and the operations are maintained at the City of Bloomington Police Department. The original interlocal expires on December 31, 2007; this amendment is to ensure that the interlocal is renewed.

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

This Second Amendment to the Monroe County and City of Bloomington, Indiana Interlocal Cooperation Agreement for Combined Emergency Dispatch System, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the Board of Commissioners of the County of Monroe, Indiana and the City of Bloomington, Indiana

**WITNESSETH:**

WHEREAS, on January 23, 1998 the parties hereto entered into an Interlocal Cooperation Agreement for Combined Emergency Dispatch System (hereinafter, the "Interlocal Agreement"); and

WHEREAS, the parties have determined that an amendment to the Interlocal Agreement is necessary;

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

1. Article I, Section II of the Interlocal Agreement shall be amended by adding the following at the end of the section:

"At the end of the second five year period, this Agreement shall automatically renew in periods of one year, unless one of the parties provides notice of termination as set forth in Article VII, Section 1, below."

2. All other terms and conditions of the Interlocal Agreement shall remain unchanged.

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

COUNTY OF MONROE  
BOARD OF COMMISSIONERS

CITY OF BLOOMINGTON

\_\_\_\_\_  
Iris F. Kiesling, President

\_\_\_\_\_  
Mark Kruzan, Mayor

\_\_\_\_\_  
Joyce B. Polling, Vice President

\_\_\_\_\_  
Patrick Stoffers, Commissioner

*Attest:*

\_\_\_\_\_, \_\_\_\_\_, 2007.  
Sandra M. Newman, Auditor  
Monroe County

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2007 by the Monroe County Council.**

\_\_\_\_\_  
Michael Woods, President  
Monroe County Council

*Attest:*

\_\_\_\_\_, \_\_\_\_\_, 2007.  
Sandra M. Newman, Auditor  
Monroe County

**Acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2007 by the Sheriff of Monroe County.**

\_\_\_\_\_  
James L. Kennedy, Sheriff

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2007 by the Bloomington  
Common Council.**

\_\_\_\_\_  
Dave Rollo, President  
Bloomington Common Council

*Attest:*

\_\_\_\_\_, \_\_\_\_\_, 2007.  
Regina Moore  
City Clerk

**Acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2007 by the Bloomington  
Chief of Police.**

\_\_\_\_\_  
Michael Hostetler, Chief

**INTERLOCAL COOPERATION AGREEMENT FOR  
COMBINED EMERGENCY DISPATCH SYSTEM**

AS MODIFIED BY THE  
"SECOND AMENDMENT" TO BE APPROVED BY BLOOMINGTON COMMON COUNCIL  
RESOLUTION 07-11

*(Please Note that this Annotation Also Indicates Changes Made by the "First Amendment"  
Which Was Previously Approved by the Bloomington Common Council Resolution 03-17)*

**GUIDE TO ANNOTATIONS**

Sole Second Amendment (2007) – See Article 1, Section 2:

**Bold = added text**

***First Amendment (2003):***

~~Strikeout~~ = deleted text

**Bold = added text**

This Interlocal Cooperation Agreement, entered into on this \_\_\_\_\_ 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.

#### **Sole Second Amendment (2007)**

**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. **At the end of the second five year period, this Agreement shall automatically renew in periods of one year, 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**

***First Amendment (2003) - Section 1***

A. Staffing: The City shall provide ~~eleven (11)~~ **fourteen (14)** full-time dispatch personnel to the Dispatch System. The County shall provide ~~nine (9)~~ **ten and one-half (10.5)** 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.

#### *First Amendment (2003) - Section 2*

~~*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.*~~

*A majority of the members of the Policy Board shall be current employees of criminal justice agencies.*

**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:

***First Amendment (2003) Section 4***

***A. To exercise management control over the equipment and personnel of the Central Emergency Dispatch System as set forth in 240 IAC 5-2-10(e);***

***A.B.*** To set standards for employee qualifications and training;

***~~B.C.~~*** To appoint supervisors for an initial period lasting from February 1 through June 1, 1998;

***~~C.D.~~*** To define a merit basis for subsequent selection of supervisors and other dispatch personnel, and to select supervisors according to that merit system;

***~~D.E.~~*** To give direction to and resolve disputes of the Oversight Board;

***~~E. F.~~*** To accept bids and award contracts for equipment purchase and maintenance and for provision of other necessary services;

***~~F. G.~~*** To enter into contracts to provide dispatch services for other emergency service providers;

***~~G.H.~~*** To accept funds for the Dispatch System, to be deposited with the Monroe County Auditor and to establish a budget therefore;

***~~H.I.~~*** To submit claims to the Monroe County Auditor for payment;

***~~I. J.~~*** To adopt rules of order for Board meetings and other related proceedings; and

***K. To establish and define levels of service to partnership agencies and customers; and***

***~~J. L.~~*** 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

CITY OF BLOOMINGTON

*Signatories and Attestations omitted.*

**RESOLUTION 07-12**

**TO APPROVE THE INTERLOCAL AGREEMENT  
BETWEEN MONROE COUNTY, THE TOWN OF ELLETTSVILLE  
AND THE CITY OF BLOOMINGTON FOR  
ANIMAL SHELTER OPERATION FOR THE YEAR 2008**

WHEREAS, the Common Council of the City of Bloomington desires to contract with Monroe County and the Town of Ellettsville, through the authority of I.C. § 36-1-7-2, to provide services and facilities to Monroe County and the Town of Ellettsville for animal care and control in consideration of payment therefore; and,

WHEREAS, an agreement has been reached between the City of Bloomington, Monroe County and the Town of Ellettsville to provide said services and facilities for 2008;

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

Section 1. The Common Council hereby approves the Animal Shelter Interlocal Agreement for Fiscal Year 2008 and authorizes the Mayor, the Director of the Animal Shelter 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 \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
DAVE ROLLO, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
REGINA MOORE, Clerk  
City of Bloomington

PRESENTED to me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
REGINA MOORE, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
MARK KRUZAN, Mayor  
City of Bloomington

**SYNOPSIS**

This resolution authorizes execution, by the Mayor and Director of Animal Care and Control, of the Animal Shelter Interlocal Agreement for Fiscal Year 2008 between the City of Bloomington, Monroe County and Town of Ellettsville. The agreement provides that Monroe County shall pay the City of Bloomington the sum of \$256,644.00 for 2008 in return for the space the City provides to the County and services it renders on the County's behalf. The agreement further provides that the Town of Ellettsville shall provide the City of Bloomington the sum of \$10,984.00 for 2008 in return for the space the City provides the Town of Ellettsville and services it renders on the Town of Ellettsville's behalf.

## **MEMORANDUM**

**To: Common Council**

**From: Laurie Ringquist**

**Date: November 5, 2007**

**Re: Resolution 07-12**

Indiana Code § 36-1-7 empowers the City of Bloomington to contract with Monroe County and the Town of Ellettsville to provide services and facilities to the County and the Town\_for animal care and control in return for payment.

This resolution is to authorize the Mayor and Director of the Animal Shelter to execute an interlocal agreement with Monroe County and Ellettsville regarding Animal Shelter operations. The City provides services and use of the Animal Shelter facilities to the County and Ellettsville. In return, the County and Ellettsville pay to the City a portion of the Animal Shelter operating costs each year. The County and Ellettsville do not pay any costs associated with the volunteer program or the education program. The amount to be paid is calculated based on the percentage of animals from Monroe County and Ellettsville sources the previous year times the projected Animal Shelter operations budget. The attached sheet shows the calculation for FY 2008 with a Monroe County share of \$256,644.00 and an Ellettsville share of \$10,984.00.



**ANIMAL MANAGEMENT AND ANIMAL SHELTER INTERLOCAL  
AGREEMENT FOR FISCAL YEAR 2008**

**WHEREAS**, the City of Bloomington (hereinafter, "City") Animal Control Department operates the City's Animal Shelter for the care and control of animals; and,

**WHEREAS**, the City's Animal Control Department enforces licensing, animal care and animal control ordinances within the corporate boundaries of the City, including impoundment, adoptions and euthanizing of animals of the Animal Shelter; and,

**WHEREAS**, Monroe County (hereinafter, "County") Animal Management officers exercise similar functions within the County, but utilize the Animal Shelter premises and staff for impoundment, adoptions and euthanasia; and,

**WHEREAS**, the County Animal Management officers exercise similar functions within the town limits of the Town of Ellettsville (hereinafter, the "Town"), but utilize the Animal Shelter premises and staff for impoundment, adoptions and euthanasia; and,

**WHEREAS**, the City, the Town, and County are empowered pursuant to Indiana Code § 36-1-7 to contract together on the basis of mutual advantage to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local government;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions herein agreed, the parties agree as follows:

1. The duration of the Agreement shall be for one (1) year, commencing January 1, 2008 and ending on December 31, 2008.
2. The City agrees to provide the Town and County the following:
  - a. The impoundment, general care, adoption and euthanasia of animals for the Town and County.
  - b. Use of supplies and equipment in the Animal Shelter by the County's Animal Management personnel; and
  - c. Assistance to the Town and County in answering phone calls, dispatching service calls and explaining the Monroe County animal management laws to callers.
3. County shall administer and enforce Monroe County animal management laws, including relevant kennel regulations, within the corporate limits of the Town.
4. County agrees to pay the City the sum of \$256,644.00.
5. The Town agrees to pay the City the sum of \$10,984.00.
6. The level of cooperation recited in this Agreement is intended to exist for the purpose of efficient and effective delivery of governmental services to the citizens of the City, the Town, and County; however, the parties recognize that modifications may be required, either to the Agreement itself, or to the

practices and procedures that bring the recitals contained within this document to fruition.

7. The City, the Town, and County departments affected by the terms of this Agreement will continue to communicate and cooperate together to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of the respective political subdivisions.
8. Payments shall be made semi-annually to the Controller of the City, upon the timely submission by the City of a claim. Such claims should be submitted to the Monroe County Board of Commissioners, Room 322, Courthouse, Bloomington, Indiana 47404 and the Town Board of Ellettsville, 211 N. Sale Street, Ellettsville, Indiana, 47429.

**THE PARTIES**, intending to be bound, have executed this *ANIMAL MANAGEMENT AND ANIMAL SHELTER INTERLOCAL AGREEMENT FOR FISCAL YEAR 2008* on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

TOWN OF ELLETTSVILLE, INDIANA

\_\_\_\_\_  
Dan Swafford, President  
Ellettsville Town Council

*Attest:*

\_\_\_\_\_, \_\_\_\_\_, 2007.  
Sandy Hash, Clerk/Treasurer  
Town of Ellettsville

COUNTY OF MONROE  
BOARD OF COMMISSIONERS

CITY OF BLOOMINGTON

\_\_\_\_\_  
Iris F. Kiesling, President

\_\_\_\_\_  
Mark Kruzan, Mayor

\_\_\_\_\_  
Joyce B. Polling, Vice President

\_\_\_\_\_  
Laurie Rinquist, Animal Shelter Dir.

\_\_\_\_\_  
Patrick Stoffers, Commissioner

*Attest:*

\_\_\_\_\_, \_\_\_\_\_, 2007.  
Sandra M. Newman, Auditor  
Monroe County

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2007 by the Monroe County  
Council.**

\_\_\_\_\_  
Michael Woods, President  
Monroe County Council

*Attest:*

\_\_\_\_\_, \_\_\_\_\_, 2007.  
Sandra M. Newman, Auditor  
Monroe County

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2007, by the Bloomington  
Common Council.**

\_\_\_\_\_  
Dave Rollo, President  
Bloomington Common Council

*Attest:*

\_\_\_\_\_, \_\_\_\_\_, 2007.  
Regina Moore  
City Clerk

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

\_\_\_\_\_  
E. Jeff Cockerill

**CITY OF BLOOMINGTON/MONROE COUNTY  
INTERLOCAL AGREEMENT FOR ANIMAL CONTROL  
FY 2008 PROJECTED COSTS**

There are four components to the Animal Control Department budget:

- Animal Shelter Operations
- Animal Control Field Operations
- Education Program
- Volunteer Program

Monroe County pays the City of Bloomington a percentage of the Animal Shelter Operations program. The percentage is calculated as the percentage of animals Monroe County generated of the total number of animals handled the previous year.

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ANIMAL SHELTER OPERATIONS PROGRAM PROJECTED 2008 BUDGET = \$514,669  
(This includes requested budget increases and projected salary increases. Total is reduced by \$109,000 to reflect 2006 adoption revenues.)

**2006 PERCENTAGE OF ANIMALS FROM MONROE COUNTY SOURCES**

- |   |       |
|---|-------|
| • Picked up by AMO's                              | 608   |
| • Strays brought in by county residents           | 937   |
| • Animals relinquished by Monroe County residents | 1,184 |

<b>Total number of Monroe County Animals</b>	<b>2,729</b>
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Total number of animals handled by Shelter in 2006	5,256
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Percentage of animals from Monroe County sources	52%
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ANIMAL SHELTER OPERATIONS PROGRAM BUDGET X 52% = 2008 INTERLOCAL AMOUNT

$$\$514,669 \times 52\% = \$267,628$$

**2008 PROJECTED MONROE COUNTY ANIMAL SHELTER COSTS      \$267,628**