



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: Members of the Common Council of the City of Bloomington

**FROM: Philippa Guthrie, Corporation Counsel
Jeff Underwood, Controller**

CC: Dan Sherman, Council Administrator/Attorney

RE: New Dispatch Interlocal Agreement

DATE: December 19, 2016

Since 1998, the City and Monroe County have cooperated to operate the Monroe County Central Emergency Dispatch Center, commonly known as “Dispatch” or “Central Dispatch.” When Dispatch outgrew its previous location at the Bloomington Police Headquarters, the parties collaborated to design, construct, and equip the new Central Dispatch facility, which opened in July 2014.

The specifics of the City and Monroe County’s cooperation have been outlined in an Interlocal Agreement. One of the key issues addressed in the Interlocal Agreement is how the City and Monroe County share in the costs of Dispatch. With the passage of the Local Income Tax (“LIT”) earlier this year (which included an allocation to Dispatch), it is necessary to amend the Interlocal Agreement to reflect the new manner in which Dispatch will be funded. As a result of the LIT, other items relating to funding (such as the budget approval process, the manner in which expenses are paid, and addressing excesses and shortfalls) have also been revised.

The Interlocal Agreement also addresses how Dispatch is staffed. Historically, some dispatch personnel had been employees of Monroe County, while others had been employees of the City. This Interlocal Agreement would make all Dispatch personnel employees of the City, though personnel costs—like all other costs associated with Dispatch—will continue to be shared equally between the City and Monroe County.

A few other changes were made to the Interlocal Agreement to eliminate unnecessary background information, clarify language and refine the make-up and role of the Policy Board.

As a final matter, the Mayor and the County Commissioners agreed that the agreement should be for one year only in 2017. Up to this point, the Interlocal has had no specific term. There were enough changes with significant practical implications, e.g. County employees moving to the City, that the parties wanted to evaluate how the new arrangement was working after one year.

**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 ___ day of _____, 2017, 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 possesses 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 the 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 City and County 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, in May of 2016, the Monroe County Income Tax Council approved a public safety county option income tax ("Public Safety COIT") under Indiana Code § 6-3.5-6-31, which provided that thirty percent of the Public Safety COIT shall be distributed to the Dispatch Center; and

WHEREAS, pursuant to Indiana Code 6-3.6, effective July 1, 2016, the County Option Income Tax (governed by Indiana Code 6-3.5) was transformed into a Local Income Tax ("LIT") governed by Indiana Code 6-3.6, and it was determined by the Indiana Department of Local Government Finance and the Indiana Department of Revenue that the Public Safety COIT will expire on December 31, 2016; and

WHEREAS, in September of 2016, therefore, the Monroe County Income Tax Council approved a LIT under Indiana Code § 6-3.6, which provided that a 0.0725 percent LIT is for the Dispatch Center; and

WHEREAS, the County and the City desire 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 dated January 23, 1998 and renewed August 7, 2015, 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 until December 31, 2017.

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. Public Safety COIT and LIT; 911 Funds from the State of Indiana: As a result of the Monroe County Income Tax Council approving a Public Safety COIT and LIT, and providing that a portion of the Public Safety COIT and LIT shall be used to fund the Public Safety Answering Point, which in Monroe County is the Dispatch Center, it is the intent of the Parties that two sources of funds shall be the primary funding sources for Dispatch in 2017 and beyond: (1) Public Safety Answering Point COIT/LIT and (2) 911 Funds from the State of Indiana (collectively "Dispatch Funds").

The County Council shall receive the budget no later than the Thursday before the second Tuesday in August. A Policy Board representative shall present the budget to the Monroe County Council. The County Council shall review and approve the budget in the same manner as all other County budgets on the date of presentation. If no action is taken by the Council at or before its meeting on the second Tuesday in August, the budget is deemed approved. The County Council may change the date of the meeting in any calendar year only after providing advance written notice to the City. The budget may be amended at any time by agreement of both parties provided the amendment is approved by both the Common Council of the City and the County Council.

To the extent the Dispatch Funds exceed the budget of the Dispatch Center, the excess (“Excess Dispatch Funds”) shall be held by the County in either the Monroe County 911 Fund or the Monroe County Public Safety Answering Point Local Income Tax Fund (collectively “Reserve Funds”).

To the extent the Dispatch Funds and funds in the Reserve Funds are insufficient to pay for the budget of the Dispatch Center, the shortfall will be addressed pursuant to Article II, Section 4 of this Agreement. In addition, the City and County shall meet and review adequacy of the current income tax rate designated for dispatch purposes.

Nothing in this Agreement shall remove any step from the process to expend the Public Safety Answering Point COIT/LIT or the 911 Funds from the State of Indiana, including the approval of claims by the relevant entity or entities.

Section 3. Payment of Expenses Incurred in 2016: The City shall invoice the County by February 1, 2017 for the County’s equal share of the expenses incurred in 2016. The County shall pay the invoice in full to the City on or before April 1, 2017. 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.

Section 4. Maintenance of Dispatch Center and Expenses in 2017 and beyond: Expenses shall be first paid from the Dispatch Funds. In the event that there are insufficient Dispatch Funds and funds in the Reserve Fund to pay for Dispatch’s expenses, the shortfall shall be borne equally by the City and the County. The City will initially provide all funds to address the shortfall, with the County reimbursing the City as provided below. The City shall invoice the County by February 1st of each year, beginning in 2018 for expenses incurred in 2017, for the County’s equal share of the prior year’s shortfall and the County shall pay the invoice in full to the City on or before April 1st of each year.

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.

Section 5. Equalization of Costs Already Incurred: 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., the County 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 previously agreed to pay an equalization payment of Six Hundred Fifty Five Thousand, Four Hundred Fifteen Dollars and fifty cents (\$655,415.50) (“Equalization Payment”), plus interest that will average two and a half percent (2.5%) pursuant to the payment schedule that is attached to this Agreement as Exhibit A.

Pursuant to the payment schedule, in 2016 the City credited the County Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887) and the City received full reimbursement for Dispatch expenses incurred in 2015.

In 2017, when, pursuant to Article II, Section 3, the City provides the County with the Invoice for the County’s equal share of the Dispatch expenses incurred in 2016, the City will include a

credit of at least Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887), with any payment above that amount going toward the principal amount of the Equalization Payment.

In 2018 and in future years until the Equalization Payment has been made, in the event that there are insufficient Dispatch Funds and funds in the Reserve Fund to pay for Dispatch's expenses (i.e., it is necessary to share the shortfall as provided by Article II, Section 4), the City will provide the County with an Invoice for the County's share of the shortfall. The Invoice will include a credit of at least Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887) (with any credit above \$74,887 going toward the principal amount of the Equalization Payment). As a result of the credit on the Invoice, the result may be a payment from the City to the County, from the County to the City, or no payment being due. In the event that a payment is due, the payment shall be made on or before April 1st of that year.

In 2018 and in future years until the Equalization Payment has been fully made, in the event that there are sufficient Dispatch Funds and funds in the Reserve Fund to pay for Dispatch's expenses, the City shall remit a payment of at least Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887) to the County prior to April 1 of that year. The City's payment can be made from any lawful source, including any Public Safety LIT/COIT distribution that the City receives.

The City may, however, at any time 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: Dispatch shall be staffed by twenty four (24) full-time dispatch personnel, one (1) part-time dispatch personnel, and one (1) full-time telecommunications manager (collectively "Dispatch Staff"). Additional personnel shall be provided as necessary pursuant to agreement of the parties. All Dispatch Staff shall be employees of the City, receive the compensation and benefits associated with employment by the City, and be subject to the City's policies on employment. Previous Interlocal Cooperation Agreements for Dispatch provided that some Dispatch Staff were employees of the City and some Dispatch Staff were employees of the County. For purposes of seniority and tenure, the time that any member of the Dispatch Staff has been employed either as City Dispatch Staff or as County Dispatch Staff under a previous Interlocal Cooperation Agreement shall count for purposes of seniority and tenure under this Agreement.

For the avoidance of doubt, in the event of the Dispatch Funds being insufficient to pay for all expenses of Dispatch, personnel costs (like all other expenses) shall be borne equally by the City and the County, with the County's portion of the costs handled in accordance with Article II, Section 4.

B. Scope of Responsibilities: The primary responsibility of all 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: The purchase cost of: (1) all Dispatch Center equipment which is not purchased from grant funds, (2) the cost for maintenance on all equipment, and (3) the cost for insurance on all equipment and fixtures shall be considered Dispatch expenses. In the event of the Dispatch Funds being insufficient to pay for these purchases, these expenses shall be shared equally by the City and County, with the County's portion of the costs handled in accordance with Article II, Section 4.

Section 3. Telecommunications Costs:

A. NCIC/IDACS: The cost of and responsibility for maintaining NCIC/IDACS databases shall be considered Dispatch expenses. In the event of the Dispatch Funds being insufficient, these expenses shall be shared equally by the City and County, with the County's portion of the costs handled in accordance with Article II, Section 4.

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 shall be considered Dispatch expenses. To the extent they are not paid from grant funds, or the Dispatch Funds are insufficient, these expenses shall be shared equally by the City and County, with the County's portion of the costs handled in accordance with Article II, Section 4.

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 County, with one member being a Fire Chief who serves in Monroe County. Two (2) shall be appointed by the City's Mayor. The fifth member shall be appointed by the Mayor, but shall be a law enforcement representative from Indiana University.

A majority of the members of the Policy Board shall be law enforcement officers who are current employees of a law enforcement agency located in Monroe County, Indiana, that routinely receives dispatch calls. At least one (1) of each of the County's 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 appointee who is a Fire Chief serving in Monroe County shall initially have the same term as the former second County Commissioner appointment. All appointees shall otherwise serve terms 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 both the City and County prior to consideration of any potential purchase or contract that may require the City and County to share expenses pursuant to Article II, Section 4 of this Agreement;
- 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 Controller of the City as Dispatch Funds, which shall be used pursuant to the guidelines and restrictions in this Agreement on Dispatch Funds;
- E. To review and submit claims and invoices, excluding payroll claims for dispatch personnel listed in Article III, to the proper authority for approval;
- 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;
- 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; and
- I. To approve and to present a unified budget to the County Council and the Common Council of the City of Bloomington.
- J. To participate in and affirm the appointment of the Telecommunications Manager.

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 the dispatch-related budgets approved by the Common Council of the City and 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 4, Subsection 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;
- F.** To prepare an annual budget for the Dispatch Center. Such budget shall include all expenses paid out of the Dispatch Funds. It shall include, but not be limited to, the twenty-five (25) Dispatch personnel listed in Article III, general building maintenance, custodial services, telecommunications costs, software maintenance, electricity, and water and other utility costs.
- G.** To carry out all other powers and duties as are delegated to the Oversight Board by the Policy Board.

ARTICLE VI **ACCOUNTING**

The 911 Funds from the State of Indiana shall be received, disbursed, and accounted for by the Auditor of the County. All funds received pursuant to the Public Safety Answering Point COIT/LIT shall be initially received by the County Auditor from the State, and funding up to the amount necessary to fund the budget for the calendar year shall be transferred to the Controller of the City, who shall disburse and account for the Public Safety Answering Point COIT/LIT. The Auditor and the Controller shall work together to promptly and efficiently distribute all funds, and to ensure that both the Auditor and the Controller have an accurate accounting of the Dispatch Funds, including both the Auditor and Controller having the end of year financial reports for all Dispatch related funds.

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. Division of Property:

- A. **Real Property:** Upon termination, 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.

WHEREFORE, the parties hereto have executed this (Central Emergency Dispatch Center) Agreement as of the date first set forth.

COUNTY OF MONROE, INDIANA
BOARD OF COMMISSIONERS

CITY OF BLOOMINGTON

Patrick Stoffers, President

John Hamilton, Mayor

Julie Thomas, Vice President

Amanda Barge, Member

ATTEST: (Dated: _____)

Auditor, Monroe County, Indiana

CITY OF BLOOMINGTON COMMON COUNCIL

Andy Ruff, President

ATTEST:

Nicole Bolden, Clerk
City of Bloomington