

City of Bloomington Common Council

Legislative Packet

09 September 2015

Committee of the Whole

For legislation and background material regarding Appropriation Ordinance 15-02, Ordinance 15-15, and Ordinance 15-17 please consult the [02 September 2015 Legislative Packet](#).

All other material is contained herein.

Office of the Common Council
P.O. Box 100
401 North Morton Street
Bloomington, Indiana 47402
812.349.3409
council@bloomington.in.gov
<http://www.bloomington.in.gov/council>



Packet Related Material

Memo

Agenda

Calendar

Notices and Agendas:

None

Legislation for Discussion at the Committee of the Whole to be Held on September 9th – Listed in Order of Consideration that Evening:

1. **App Ord 15-02** - To Specially Appropriate from the General Fund Expenditures Not Otherwise Appropriated (Appropriating \$15,000 for the Operation of the Community Sheltering Project for the Remainder of 2015)
*Contact: Jeff Underwood at 812-349-3412, underwoj@bloomington.in.gov
Darryl Neher at 812-349-3409, neherd@bloomington.in.gov*
2. **Res 15-19** To Approve the Third Amendment to the Interlocal Cooperation Agreement Between the City of Bloomington and Monroe County for the Operation of the Monroe County Central Emergency Dispatch System
 - o Memo to Council from Margie Rice, Corporation Counsel;
 - o 1998 Interlocal Agreement for the management, operation, and maintenance of the Monroe County Central Emergency Dispatch Center – As Amended*Contact: Margie Rice at 812-349-3426 or ricem@bloomington.in.gov*
3. **Ord 15-15** To Amend the Approved Planned Unit Development (PUD) District Ordinance and Preliminary Plan for Parcel F of the Canada Farm PUD - Re: 2602 E. Creeks Edge Drive (Evergreen Partners II, LLC, Petitioner)
Contact: Eric Greulich at 812-349-3526, greulice@bloomington.in.gov

4. **Ordinance 15-17** To Vacate a Public Parcel - Re: Two 12-foot Wide Alley Segments Located at the Southwest Corner of West 11th Street and North Rogers Street

Contact: Tom Micuda at 812-349-3423, micudat@bloomington.in.gov

Please see the [Weekly Council Legislative Packet](#) issued for the 2 September 2015 Regular Session for the legislation, summary, and related-materials for items 1, 3 & 4.

Memo

One Resolution Joins Three Ordinance for Discussion at the Committee of the Whole Scheduled for Wednesday, September 9th

Note: This Meeting will be Held in the Council Chambers

There are four items ready for discussion at the Committee of the Whole scheduled for next week *in the Council Chambers*. One resolution, which is included in this packet and summarized below, joins three ordinances which were introduced last Wednesday and can be found in last week's Legislative Packet (with link provided above).

Res 15-19 – Approving the Third Amendment to the 1998 Interlocal Agreement with County Regarding the Monroe County Central Emergency Dispatch Center

The second of four items to be discussed at the Committee of the Whole is **Res 15-19**. This resolution would amend the *Interlocal Agreement (Agreement)* with the County for the management, operation, and maintenance of what is now called the Monroe County Central Emergency Dispatch Center (Dispatch Center) (formerly known as the Combined Emergency Dispatch System). This summary calls upon the succinct Memo to the Council from Margie Rice, Corporation Counsel, and Council materials covering the initial agreement in 1998 (Res 98-01) and two previous amendments in 2003 (Res 03-17) and 2007 (Res 07-11).

Agreements between political subdivisions (otherwise known as "interlocal agreements") are authorized and governed by I.C. 36-1-7-3 and must include the:

- duration;

- purpose;
- manner of financing, budgeting, staffing and supplying the joint undertaking;
- method(s) for disposing of property in the event of a partial or complete termination; and
- administration either through a separate entity or a joint board (which is the approach taken here) with powers as delegated by the agreement.

History

In 1998, with the help of a \$150,000 *Build Indiana* grant, the City and County combined their dispatch operations in a portion of the newly-renovated JFK Law Enforcement Center on East 3rd Street. That began what Rice describes as a “long-standing partnership in the operation of a combined, central emergency dispatch system ...[that] has benefitted the community, the tax payers of both the City and County and all those in need of prompt and reliable dispatch services.” That partnership was memorialized in the 1998 *Agreement* which, as mentioned above, was amended in 2003 and 2007. The amendments in 2003 increased staffing levels (to reflect the staff at that time), specified qualifications of Policy Board members (pursuant to statute), and the revised the duties of the Policy Board (in particular by clarifying control over the personnel and equipment and allowing the Board to set standards for the levels of service provided by central dispatch to other agencies). The amendment in 2007 provided for automatic renewal of the *Agreement* on an annual basis unless one party gave the other a year’s notice.

Third Amendment – Highlights of Changes

This third amendment is more extensive than the other two and reflects the next step in the partnership which was taken in 2014 when the parties agreed to “build and equip a state-of-the-art facility” as a condominium unit on the second floor of the Downtown Transit Center at the corner of 3rd and College. At that time, the City agreed to pay for the construction and the County agreed to pay for the equipping of the facility (which cost considerably more than construction – see Article II [below]).

The following paragraphs briefly note changes to the eight articles in the *Agreement*:

Article I – Purpose and Duration

Aside from changing the name of the Dispatch Center, this provision is essentially unchanged (keeping the automatic renewals introduced in 2007).

Article II – Location and Maintenance Dispatch Center: Commencement

Perhaps the two most significant changes to the Agreement are found here. The first reflects the change in the location and nature of ownership of the Dispatch Center. Rather than being housed in a portion of a larger City facility, where the costs of operation were difficult to allocate between the whole building and the space occupied by it, the Dispatch Center now occupies a separate condominium unit owned by the City, where the costs of operations are clear. This led the way to the second major change: sharing of operation and maintenance costs (other than the 25 dispatchers noted in the next article) on an equal basis between the City and County. According to its terms, starting in 2016, the Controller will submit the prior year's costs by February 1st and the County will pay the amount by April 1st.

- Equalization of Payments – In recognition that the County's costs for equipping the facility¹ exceeded the costs of construction borne by the City, the Agreement provides for the City to credit the County \$655,415 over nine years (@ \$74,887 per year). This amount is set forth in a table at the end of the *Agreement* and may be paid early at no penalty to the City.

Article III – Personnel, Equipment, and Telecommunications

Personnel – The City is currently employing 14 full-time dispatchers and the County is employing for 10.5 dispatchers, all of whom are responsible for calls no matter where those calls originate. To reflect current practice, the amendments have the County pay for three full-time City dispatchers out of 911 funds (and do so by December 1st of each year). Importantly, under the amendments, the parties will now equally share the costs of personnel beyond the dispatchers (e.g. Telecommunications Manager, IT support). Lastly, a Dispatch Center Personnel Manual agreed upon by the Mayor and Commissioners and adopted by the Policy Board shall apply to all dispatch personnel (and, therefore, set a groundwork for consistent treatment of all employees).

¹ This includes payment of CAD/RMS services to Spillman Technologies, Inc. of an amount that covers 10 years of maintenance (at the cost of eight years of service).

Equipment and Telecommunications – The existing *Agreement* recognizes that some equipment belonged to the City and other equipment belonged to the County. The proposed amendments now have the parties sharing in the costs (that are not paid out of grants). Rather than being individually responsible for maintaining certain criminal databases, these costs will be paid by grant or 911 funds and, if those monies are not available, then will be shared by the parties. However, communication lines connecting the Dispatch Center to other facilities of these parties are borne by each party separately. Other telecommunication costs not paid out of grants or 911 funds are borne by the parties equally.

Article IV – Policy Board & Article V – Oversight Board

From the beginning, the *Agreement* created a policy board, comprised of five members appointed by the County Commissioners and Mayor with three-year terms², and an Oversight Board, comprised of the Chief of Police and the County Sheriff. The Policy Board governs the Dispatch Center and provides guidance to the Oversight Board, which is responsible for carrying out the Dispatch Center’s day-to-day operations. These boards meet regularly in open meetings where the public may attend and observe.

The changes to the provisions regarding the Policy Board clarify the delegation of duties by the Commissioners and Mayor regarding the approval of contracts, disbursement of funds, and establishment of the annual budget.

The changes to the provisions regarding the Oversight Board clarify that the Sheriff and Chief of Police maintain their dispatch-related budgets and that Chief manages the day-to-day operations of the facility.

Article VI – Accounting

Changes to this provision shift the duties for handling funds from the County Auditor to both the Auditor and City Controller, who “shall work together to promptly and efficiently distribute any and all funds.” In addition, in the event a Public Safety County Income Tax (COIT) is adopted and becomes available to pay for Dispatch Center expenses, the parties will then renegotiate the terms of the agreement affected by the new funds.

² The Mayor appoints two members, the Commissioners appoint two members, and the Mayor and Commissioners jointly appoint one member.

Article VII - Amendment and Severability – *No Change*

Article VIII – Termination –

The changes to this provision identify who should be notified if a party does not intend to renew the *Agreement* (i.e. Commissioners and Mayor) and elaborate on how personal property should be distributed (i.e. with recognition of each party's contributions toward the acquisition, maintenance, and improvement of the property, unless the parties agree otherwise in writing. These changes also specify that the equalization of initial payment structure due to the County's larger contribution to the initial cost of the facility, as described in Article II, Section 2, will survive termination.

**NOTICE AND AGENDA
BLOOMINGTON COMMON COUNCIL COMMITTEE OF THE WHOLE
7:30 P.M., WEDNESDAY, SEPTEMBER 09, 2015
COUNCIL CHAMBERS
SHOWERS BUILDING, 401 N. MORTON ST.**

Chair: Andy Ruff

1. Appropriation Ordinance 15-02 To Specially Appropriate from the General Fund Expenditures Not Otherwise Appropriated (Appropriating \$15,000 for the Operation of the Community Sheltering Project for the Remainder of 2015)

Asked to Attend: Darryl Neher, Council Member, District V
Jeff Underwood, Controller

2. Resolution 15-19 To Approve the Third Amendment to the Interlocal Cooperation Agreement Between the City of Bloomington and Monroe County for Operation of the Monroe County Central Emergency Dispatch Center

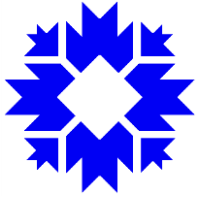
Asked to Attend: Margie Rice, Corporation Counsel
Jeff Underwood, Controller
Mike Diekhoff, Chief of Police
Representative of the County

3. Ordinance 15-15 To Amend the Approved Planned Unit Development (PUD) District Ordinance and Preliminary Plan – Re: 2602 E. Creeks Edge Drive (Evergreen Partners II, LLC, Petitioner)

Asked to Attend: Eric Greulich, Zoning Planner
Representative of Petitioner

4. Ordinance 15-17 To Vacate a Public Parcel - Re: Two 12-foot Wide Alley Segments Located at the Southwest Corner of West 11th Street and North Rogers Street

Asked to Attend: Tom Micuda, Planning Director



**City of Bloomington
Office of the Common Council**

To Council Members
From Council Office
Re Weekly Calendar – 07 – 12 September 2015

Monday, 07 September

Labor Day

Holiday – City Offices Closed

Tuesday, 08 September

4:00 pm Bloomington Community Farmers' Market, Corner of Sixth Street and Madison Street
4:30 pm Commission on Aging, Hooker Room
5:00 pm Utilities Service Board, Utilities
5:30 pm Bloomington Public Transportation Corp. Board of Directors, Transit
5:30 pm Board of Public Works, Chambers
6:00 pm Bloomington Commission on Sustainability, McCloskey
7:30 pm Sister Cities International, Kelly

Wednesday, 09 September

5:00 pm Bloomington Arts Commission, McCloskey
5:30 pm Commission on the Status of Black Males, Hooker Room
6:30 pm Arts Alliance of Greater Bloomington, Hooker Room
7:30 pm Common Council – Committee of the Whole, Chambers

Thursday, 10 September

12:00 pm Housing Network, McCloskey
4:00 pm Bloomington Digital Underground Advisory Committee, Kelly
4:00 pm Monroe County Solid Waste Management District, Courthouse
5:00 pm Bloomington Historic Preservation Commission, McCloskey

Friday, 11 September

1:30 pm Metropolitan Planning Organization – Policy Committee, Chambers

Saturday, 12 September

8:00 am Bloomington Community Farmers' Market, Showers Common, 401 N. Morton St.

RESOLUTION 15-19

**TO APPROVE THE THIRD AMENDMENT
TO THE INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND MONROE COUNTY
FOR OPERATION OF
THE MONROE COUNTY CENTRAL EMERGENCY DISPATCH CENTER**

WHEREAS, in 1998 the City of Bloomington ("City") and Monroe County Government ("County") entered into an interlocal cooperation agreement ("Agreement") to operate a combined emergency dispatch center, known currently as the Monroe County Central Emergency Dispatch Center ("Dispatch" or "Dispatch Center"); and,

WHEREAS, the Agreement was amended previously on two occasions, in 2003 to increase staffing numbers and to amend provisions related to the Policy Board, and in 2007 to provide for annual, automatic renewal of the Agreement; and,

WHEREAS, the Parties collaborated to build and equip a new, state-of-the-art facility to house the Dispatch Center, which is located independently of the Monroe County Sheriff's Department and the Bloomington Police Department and which opened its doors in 2014; and,

WHEREAS, the Parties understood that the Agreement would need amended to reflect the location of the new Dispatch Center as well as to capture the nature of the Parties' equal partnership and commitment to share in all aspects of the operation and funding of the Dispatch Center.

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

Section 1. The Common Council of the City of Bloomington hereby approves the Third Amendment to the Interlocal Cooperation Agreement between the City of Bloomington and Monroe County for operation of the Monroe County Central Emergency Dispatch Center, and authorizes the Mayor 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 _____, 2015.

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 _____, 2015.

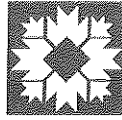
REGINA MOORE, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2015.

MARK KRUZAN, Mayor
City of Bloomington

SYNOPSIS

This resolution authorizes execution of the Third Amendment to the Interlocal Cooperation Agreement between the City of Bloomington and Monroe County for the operation of the Monroe County Central Emergency Dispatch Center. The Agreement recognizes the differing contributions made by the City to build and Monroe County to equip the new Dispatch Center opened in 2014, provides that the parties will, going forward, equally share in all operational expenses and provides a mechanism for equalization of the contributions made by the parties. The Agreement further provides for equitable sharing of 911 funds distributed by the State of Indiana to Monroe County, which are intended to be used solely for dispatch operations.



City of Bloomington
Legal Department

Memorandum

To: City of Bloomington Common Council
From: Margie Rice, Corporation Counsel
Date: August 20, 2015
Re: Third Amendment to the Interlocal Cooperation Agreement for the Monroe County Central Emergency Dispatch Center

The City of Bloomington ("City") and Monroe County ("County") have enjoyed a long-standing partnership in their operation of a combined, central emergency dispatch system. The partnership has benefitted the community, the taxpayers of both the City and the County and all those in need of prompt and reliable dispatch services.

At one time, dispatch operations were housed in the Monroe County Sheriff's Department. In 1998, the leaders of the County and the City joined with the Sheriff and the Police Chief in the formation of a new dispatch center, which would serve the entire county and would be housed in what was then a newly-renovated Bloomington Police Headquarters building at 220 East Third Street. The parties signed the first Interlocal Cooperation Agreement and agreed to divide the equipment and technology costs equally and to equitably share in personnel costs. The City agreed to pay all operational costs. Over the years, two amendments were made to the Agreement, one in 2003 and one in 2007. The latter amendment provided that that the Agreement would automatically renew year after year, unless one party gave the other a year's notice. This provision was a testament to the cooperation and commitment shown by the parties and the success of the Agreement.

It became evident to those familiar with the day-to-day operations that a larger, better-equipped facility was necessary in order to serve the growing community; therefore, the leadership of the City and the County once again stepped up and found the resources to build and equip a state-of-the-art facility. The project became a true collaboration between multiple governmental agencies. The City agreed to pay any and all expenses for the construction of a new facility, in conjunction with the Bloomington Public Transit Corporation. The facility - a condominium - would serve dispatch needs as well as provide a modern, comfortable hub with a tremendous sense of security for all those using public transportation. The County agreed to pay any and all expenses to equip the new facility, from furniture to software technology. The facility opened in 2014.

This amendment to the Interlocal Cooperation Agreement is the last piece necessary to update and memorialize the parties' current relationship. The City and the County desire to share equally in the operational costs of the Central Emergency Dispatch Center, now that it is located outside of the Sheriff's Department and outside of the Bloomington Police Headquarters and

inside an independent facility. Costs will be easy to track and divide, with the help of the City of Bloomington Controller, who will submit a draft budget annually to the parties so they can discuss and plan accordingly and will invoice the County for half of the actual operational expenses after each year's expenses are known. Because the County's equipment and software costs exceeded the City's construction costs, a credit of Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887) will be given to the County each year for ten (10) years and deducted from their share of the operational expenses, until the contributions are equalized. The parties will continue to equitably share personnel costs. The Agreement further provides a mechanism for the County to provide to the City a share of 911 funds from the State of Indiana. This became necessary several years ago when state law changed and the City no longer received a distributive share of 911 funds. A separate agreement has been approved by the City Council each year to facilitate the transfer; however, this Interlocal will now provide the authority for the transfer to be made.

As amended, this Interlocal Cooperation Agreement should continue to be as stable and enduring as ever, providing for the needs of each party in an efficient and fiscally-sound manner. Thank you for your consideration and support.

**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 11th day of Aug, 2015, 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 possess 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 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 County and the City each recognize the value of jointly administering dispatch services to the fire departments that serve the residents of the County and City and the importance of coordination in directing the departments' firefighters to the locations where emergency medical and firefighting services are needed; and

WHEREAS, the City and County recently 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, the County and the City desire to continue staffing the facility with employees of both the Police and Sheriff's Departments and wish 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 (as amended) dated January 23, 1998, 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 unless and until one of the parties provides notice of termination as set forth in the below Article VIII, Section 1.

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. Maintenance of Dispatch Center and Operational Costs: Operational and overhead costs of the Dispatch Center, including but not limited to personnel costs other than the twenty five (25) dispatch personnel listed in Article III, general building maintenance, custodial services, telecommunications costs, software maintenance, electricity, water and other utilities costs, shall be shared equally by the City and the County. The City shall invoice the County by February 1st of each year, beginning in 2016 for expenses incurred in 2015, for the County's equal share of the prior year's expense and the County shall pay the invoice in full to the City on or before April 1st of each year. A budget shall be prepared annually by the City; however, 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.

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., 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 agrees to pay an equalization payment of Six Hundred Fifty Five Thousand, Four Hundred Fifteen Dollar and fifty cent (\$655,415.50). The parties agree that the City may make payments towards that total, including interest which will average two and a half percent (2.5%). As such, the City agrees to credit the County Seventy Four Thousand, Eight Hundred Eighty Seven Dollars (\$74,887.) each year beginning with the 2016 invoice (for expenses incurred in 2015) and ending with the invoice submitted in 2025 (for expenses incurred in 2024). See the attached spreadsheet, which is attached hereto and incorporated herein as Exhibit A. The City may, however, at anytime 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:** The City shall provide fourteen (14) full-time dispatch personnel to the Dispatch Center. The City shall also provide one (1) full-time Telecommunications Manager, who shall serve as the Director of the Dispatch Center. The County shall provide ten (10) full-time and one (1) part-time dispatch personnel to the Center. In order to establish consistency in the treatment of dispatch personnel, the Central Emergency Dispatch Center Personnel Manual, approved or recommended by the Monroe County Commissioners and the Mayor, and adopted by the Policy Board, pursuant to their powers under Article IV, Section 4, shall apply to all City and County dispatch personnel. 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 of parties. From 911 funds received by way of the State of Indiana, the County shall annually pay the City an amount equal to the cost of paying salaries for three (3) full-time dispatchers employed by the City, including City-benefit and overtime costs. Said payment shall be made on or before December 1st of each year.

B. **Scope of Responsibilities:** The primary responsibility of each 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:

A. **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.

B. **Maintenance** The cost for maintenance on all equipment shall be shared equally by the City and County and shall be considered operational costs and factored into the operational expenses mentioned above in Article II, Section 2.

C. **Insurance:** The cost for insurance on all equipment and fixtures shall be shared equally by the City and County and shall be considered operational costs and factored into the operational expenses mentioned above in Article II, Section 2.

Section 3. Telecommunications Costs:

A. **NCIC/IDACS:** The cost of and responsibility for maintaining NCIC/IDACS databases shall continue to be paid from 911 funds received by way of the State of Indiana. In

the event that 911 funds are not received, the parties shall each pay for their respective share of the expense.

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, and which are not paid from grants funds or by 911 funds received by way of the State of Indiana, shall be borne equally by the parties.

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 Monroe County Board of Commissioners and two (2) shall be appointed by the City's Mayor. The fifth member shall be appointed by joint decision of the County Commissioners and the Mayor.

A majority of the members of the Policy Board shall be current employees of the criminal justice agencies located in Monroe County, Indiana. At least one (1) 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.

Section 2. Terms of Policy Board Members: The Mayor and the Commissioners initial appointments were each appointed as follows: for a term of one (1) year and one for a term of three (3) years. The initial joint appointment was initially made for a period of two (2) years. The initial members appointed for one (1) year had terms, which expired on January 1, 1999, and the terms of the other initial members expired on January 1 of the respective years following. All appointments, thereafter, have been and shall continue to be made for a term 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 the City and County prior to consideration of any potential purchase or contract which would require additional appropriation

- 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 County Auditor, and which may be paid, upon invoice, to the City or to the County in order to offset operational overhead, personnel, or equipment expenses;
- E. To review and submit claims and invoices, excluding payroll claims for dispatch personnel listed in Article III, to the City of Bloomington Controller for approval by the appropriate authority.
- 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; and
- 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.
- I. To assist in the establishment and to present a unified budget to the County Council and the Common Council of the City of Bloomington.

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 their respective dispatch-related budgets approved by the Common Council of the City and/or 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 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; and
- F. 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 the County and the Controller of the City are authorized to receive, disburse, and account for any and all funds intended to be used for or by the Dispatch Center, which are provided from federal or state or local sources. The Auditor and the Controller shall work together to promptly and efficiently distribute any and all funds. If a Public Safety County Option Income Tax (COIT) is adopted in Monroe County and becomes available to pay for any or all expenses of the Central Emergency Dispatch Center, which is a Public Safety Answering Point (PSAP), the parties agree to renegotiate any terms of this Agreement which may be affected by availability of the COIT.

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. Notice of Termination: In the event that one of the parties intends to terminate the Agreement that party shall provide notice in writing to the other party no later than one (1) year prior to the intended date of termination. Any such notice shall be sent to the Monroe County Board of Commissioners or to the Mayor of the City of Bloomington.

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.

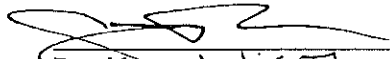
B. **Personal Property:** Upon termination of this Agreement, the Policy Board shall recommend a plan of distribution of all jointly held personal property for the approval of the County Board of Commissioners and the Mayor. In determining proper distribution, due recognition shall be given to separate 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.

Section 3. Termination Survival: The equalization of initial payment structure found in Article II Section 2 shall survive any termination.

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

COUNTY OF MONROE, INDIANA
BOARD OF COMMISSIONERS

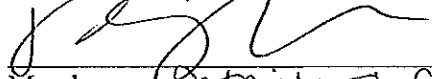
CITY OF BLOOMINGTON



President, Julie Thomas

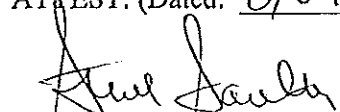
Mayor

NOT PRESENT
Vice President, Kris Kiesling



Member, Patrick Stoffers

ATTEST: (Dated: 8/07/15)



Auditor, Monroe County, Indiana

PRESENTED by me to the Mayor of the
City of Bloomington, Monroe County, Indiana,
upon this _____ day of _____, 2015.

REGINA MOORE, Clerk
City of Bloomington

EXHIBIT A
Monroe County and City of Bloomington, IN
Interlocal Cooperation Agreement for the
Central Emergency Dispatch Center

| Payment Date | Dispatch | Spillman | Total |
|-------------------|---------------------|---------------------|---------------------|
| Investment Amount | <u>171,415.50</u> | <u>484,000.00</u> | <u>655,415.50</u> |
| 2/1/2016 | 19,585.72 | 55,301.24 | 74,886.96 |
| 2/1/2017 | 19,585.72 | 55,301.24 | 74,886.96 |
| 2/1/2018 | 19,585.72 | 55,301.24 | 74,886.96 |
| 2/1/2019 | 19,585.72 | 55,301.24 | 74,886.96 |
| 2/1/2020 | 19,585.72 | 55,301.24 | 74,886.96 |
| 2/1/2021 | 19,585.72 | 55,301.24 | 74,886.96 |
| 2/1/2022 | 19,585.72 | 55,301.24 | 74,886.96 |
| 2/1/2023 | 19,585.72 | 55,301.24 | 74,886.96 |
| 2/1/2024 | 19,585.72 | 55,301.24 | 74,886.96 |
| 2/1/2025 | 19,585.72 | 55,301.24 | 74,886.96 |
| | <u>195,857.20</u> | <u>553,012.40</u> | <u>748,869.60</u> |
| County Investment | 2,707,140.94 | 968,000.00 | 3,675,140.94 |
| City Investment | <u>2,364,309.95</u> | <u>0.00</u> | <u>2,364,309.95</u> |
| Total Investment | <u>5,071,450.89</u> | <u>968,000.00</u> | <u>6,039,450.89</u> |
| Share Each | <u>2,535,725.45</u> | <u>484,000.00</u> | <u>3,019,725.45</u> |
| City Over(Under) | <u>(171,415.50)</u> | <u>(484,000.00)</u> | <u>(655,415.50)</u> |