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2 **BILL NO. R-15-05-21**

3 **RESOLUTION NO. R-_____**

4 **A RESOLUTION OF THE COMMON COUNCIL OF THE**
5 **CITY OF FORT WAYNE, INDIANA, APPROVING AN**
6 **INTERLOCAL COOPERATION AGREEMENT FOR THE**
7 **OPERATION OF A JOINT OVERSIGHT PERMITTING**
8 **BOARD FOR THE COUNTY OF ALLEN AND THE CITY OF**
9 **FORT WAYNE, INDIANA.**

10 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMON**
11 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

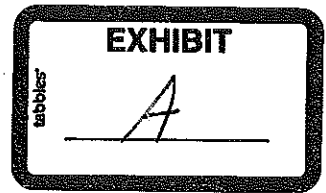
12 **SECTION 1.** The Common council of the City of Fort Wayne, Indiana,
13 hereby ratifies and approves the Interlocal Cooperation Agreement for the
14 Operation of a Joint Oversight Permitting Board between the Board of
15 Commissioners of the County of Allen, Indiana, and the City of Fort Wayne,
16 Indiana. Said Interlocal Cooperation Agreement is attached hereto, marked
17 Exhibit "A" and made a part hereof.

18 **SECTION 2.** That this Resolution shall remain in full force and effect
19 from and after its passage and any and all necessary approval by the Mayor.
20

21 _____
22 Council Member

23 APPROVED AS TO FORM AND LEGALITY

24 
25 _____
26 Carol Helton, City Attorney



INTERLOCAL COOPERATION AGREEMENT FOR THE OPERATION OF A JOINT OVERSIGHT PERMITTING BOARD FOR THE COUNTY OF ALLEN AND THE CITY OF FORT WAYNE

This Interlocal Cooperation Agreement ("Agreement") is entered into as of the last date this Agreement is signed, by and between the Board of Commissioners of the County of Allen ("Board of Commissioners") and the Mayor of the City of Fort Wayne ("Mayor") and is made pursuant to Ind. Code § 36-1-7, *et seq.* The Board of Commissioners and the Mayor are sometimes individually referred to herein as a "party" and collectively as the "parties."

RECITALS

WHEREAS, the Board of Commissioners and the Mayor represent political subdivisions under I.C. § 36-1-7-1(2), as defined in I.C. § 36-1-2-13; and

WHEREAS, the Board of Commissioners is the executive body for Allen County, Indiana ("County");

WHEREAS, the Mayor is the executive for the City of Fort Wayne ("City");

WHEREAS, the parties desire to establish, maintain, and operate a Joint Oversight Permitting Board that will provide strategic oversight including hiring and termination of contractors and the purchase of software and other related services for a joint city and county permitting process initiative.

WHEREAS, the parties desire to use the Joint Oversight Permitting Board to continue and help further cooperation and collaboration between and among the City and the County on increasing the efficiency of the permitting process.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Purpose and Duration. The intent of this Agreement is to create a Joint Oversight Permitting Board under the common control of both the City and the County. The purpose of this Agreement is to provide greater efficiencies, to ensure maximum customer service satisfaction, to avoid duplication of effort, and to provide oversight for the

operation of the permitting process. The Recitals are incorporated herein by reference. This Agreement shall become effective as upon the latter passage of either the City or the County ("Effective Date"). The initial term of the Agreement shall be for three (3) calendar years; and, after the initial term, this Agreement shall be automatically renewed for successive three (3) year terms, unless terminated earlier under the appropriate section of this Agreement.

SECTION 2. Manner of Financing and Maintaining Budget. The financing and budget for the Joint Oversight Permitting Board shall be established as follows:

- A. The County, by and through the Allen County Auditor's office ("Auditor"), shall receive, disburse, and account for all fees collected and spent by the Joint Oversight Permitting Board.
- B. The County, by and through the Auditor, shall bill the City monthly for the City's share of the expenses of the project tasked to the Joint Oversight Permitting Board. These monthly billings shall be transmitted to the City Controller on the last day of the month. Payment of the City's share of expenses shall be made to the County within thirty (30) calendar days of receipt of the monthly billing.
- C. The County, by and through the Auditor, shall receive, disburse, and account for all monies expended for the operation of the Joint Permitting Oversight Committee. Expenditures of the Joint Permitting Oversight Board will be processed according to County accounting procedures.

SECTION 3 Membership of the Joint Oversight Permitting Board. The Joint Oversight Permitting Board shall have eight (8) members. Membership on the Joint Oversight Permitting Board shall consist of:

- A. Two members appointed by the County Commissioners; one of whom shall be a member of the Allen County Council;
- B. The Mayor or Deputy Mayor and an appointment made by the Mayor who shall be a

member of the City of Ft. Wayne Common Council;

- C. One member from the Allen County Council;
- D. One member from the Fort Wayne Common Council;
- E. The Allen County Surveyor; and
- F. A City of Fort Wayne member of the Joint Land Use Governing Board appointed by that body.

SECTION 4. Organization and Duties of the Joint Oversight Permitting Board.

- A. **Chairperson and Vice-Chairperson.** At the first meeting of the year the Joint Oversight Permitting Board shall select from its membership a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairperson shall alternate annually between the City and County members, with the City and County holding one of each of these positions. The Chairperson shall preside and conduct at all meetings of the Joint Oversight Permitting Board. The Chairperson shall moderate all matters before the Joint Oversight Permitting Board and shall decide all points of order or procedure, unless otherwise directed by a majority of the Joint Oversight Permitting Board present. The Vice-Chairperson shall perform the duties of the Chairperson in the event of absence, disability, or unavailability.
- B. **Duties.** The duties of the Joint Oversight Permitting Board shall include, but not be limited to:
 - 1. Hiring and terminating Program Managers as necessary,
 - 2. Expending funds on the Expediter function (ombudsman),
 - 3. Recommend software, administer personnel contracts and other contracts that may be necessary to develop efficiencies within the permitting process,

4. Administering the plan as developed by the Joint Oversight Permitting Board;
5. Establishing benchmarks and criteria to maximize customer service satisfaction;
6. Maintaining communications with the Mayor, Board of Commissioners, City of Ft. Wayne Common Council, Allen County Council and the public at large as to adherence to benchmarks and customer satisfaction;
7. Communicating the final budget for the project to all interested parties;
8. Making recommendations to create greater efficiencies on the permitting process on a cost effective basis.
9. Preparing and presenting to the Joint Oversight Permitting Board an annual report;
10. Performing such other duties as may be directed by the Councils Board of Commissioners, Mayor etc.

SECTION 5. Meetings. All meetings of the Joint Oversight Permitting Board shall be open to the public and shall be governed by the Indiana Open Door Law, I.C. 514-1.5 *et seq.*, as amended. After the initial meeting, the Joint Oversight Permitting Board shall hold meetings at least bi – monthly. Special meetings of the Joint Oversight Permitting Board may be called: (a) by the Chairperson of the Joint Oversight Permitting Board; or (c) at the request of at least three (3) members of the Joint Oversight Permitting Board. The Joint Oversight Permitting Board may adopt rules of procedure for the conduct of its meetings. In order to take any action on any item before the Joint Oversight Permitting Board, a proposal must receive at least five (5) votes. The Joint Oversight Permitting Board shall keep minutes of all its meetings.

SECTION 6. Funding & Property The Joint Oversight Permitting Board shall prepare

an annual budget and salary ordinance necessary for it to carry out its duties which shall be submitted to the City and County executives for review and approval and thereafter submitted to the City Council and County Council as required by applicable statutory procedures for their approval. The parties agree that the costs incurred by the Joint Oversight Permitting Board will be borne equally by the City and Allen County.

In the event that purchases are made, assets will be held in the name of the Joint Oversight Permitting Board. If there ceases to be an agreement to continue with joint permitting process efficiencies, all assets purchased under this agreement will be equally divided between the City and County. If the City and County are unable to agree upon a division of property then the property shall be sold as provided by law and the net proceeds divided equally between the City and County.

SECTION 7. Termination. Any party may terminate this Agreement by providing written notice to the other parties before March 1 of the year in which termination is to occur. The written notice of termination shall state the effective date of termination for this Agreement, which date shall not be less than ninety (90) days after the giving of the written notice of termination. Failure of either party to appropriate funds for the following year shall constitute termination of the agreement at the end of the current year. Failure of the City to pay an invoice billed by the county for three consecutive months shall constitute termination of the agreement on the last day of the third month.

SECTION 8. Amendment of Agreement. This Agreement may be amended through a written addendum or amendment executed and approved by the parties and as required by Indiana law.

SECTION 9. Agreement as Contract. The provisions of this Agreement are contractual in nature. The parties agree that neither party shall take unilateral action which would, or could, have the effect of requiring the increase in the monetary contribution of any other party in order to provide funds necessary to meet the financial obligations as established by the Joint Oversight Permitting Board.

SECTION 10. Approvals Required. For this Agreement to be effective among and between the parties, the following approvals shall be required:

- A. A resolution by the Allen County Council, as the County's fiscal body, approving this Agreement, which shall be attached hereto,
- B. A resolution by the Fort Wayne Common Council, as the City's fiscal body, approving this Agreement, which shall be attached hereto,
- C. Approval by the Board of Commissioners, as executive, as evidenced by their execution of this Agreement.
- D. Approval by the Mayor of the City of Fort Wayne, Indiana, as executive, as evidenced by the execution of this Agreement.

AGREED TO, AS OF THE DATES SET FORTH BELOW, BY:

THE CITY OF FORT WAYNE

Thomas C. Henry, Mayor

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2015, personally appeared Thomas C. Henry, Mayor of the City of Fort Wayne, who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Notary Public
My Commission Expires:
A Resident of _____ County

THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN, INDIANA

Nelson Peters, President

Date: _____

Therese M. Brown, Vice-President

Date: _____

Linda K. Bloom, Secretary
ATTEST:

Date: _____

Tera Klutz, Auditor

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2015, personally appeared Nelson Peters, Therese M. Brown and Linda K. Bloom, The Board of Commissioners of the County of Allen, Indiana, who acknowledged the execution of the foregoing Agreement.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Notary Public
My Commission Expires:
A Resident of _____ County