

John R. Stanisich  
6936 Indpls Blvd  
Hammond 46324

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THIS INTERGOVERNMENTAL COOPERATION AGREEMENT, dated as of March 10th, 1982, by and between the City of Hammond, Lake County, Indiana, a municipal corporation (hereinafter referred to as the "City") and the Hammond Park and Recreation District of the City of Hammond, Lake County, Indiana, a special taxing district (hereinafter referred to as the "Park District"), both political subdivisions organized and existing under the laws of the State of Indiana, and each acting through its duly constituted governing body;

WITNESSETH:

WHEREAS, Public Law 211 of the Acts of 1980 of the Indiana General Assembly, I.C. 36-1-7-1 to 36-1-7-12 (the "Act"), authorizes local government units, as therein defined, to make the most efficient use of their governmental powers by enabling them to contract among themselves on a basis of mutual advantage and to thereby jointly provide needed services and facilities; and

WHEREAS, the Act provides that any power, authority or responsibility exercised or capable of being exercised by a local governmental unit may be exercised and carried out jointly with any other governmental unit; and

WHEREAS, each of the parties hereto has the authority to finance, renovate, rehabilitate, furnish and operate a public works building and office facility; and

WHEREAS, the Rand McNally Corporation (the "Corporation"), has donated to the City and the City has accepted the Corporation's Hammond plant, which has been determined to be a suitable building for a public works facility and office building as above-described; and

WHEREAS, the parties hereto have determined by resolution or ordinance of their respective governing bodies that joint or co-operative action is the most efficient and economical way to provide a public works facility and office building for their respective needs;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed by and between the parties hereto as follows:

1. Definitions

In addition to the terms "City", "Park District" and "Act" defined above, the following terms shall have the following meanings:

- A. "Authority" means the Hammond Public Works Facility Authority herein created.
- B. "Board of Directors" means the joint board herein created to manage the affairs of the Authority.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
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WILLIAM BELSKI JR.  
RECORDER

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- C. "Facility" means the plant donated by the Corporation, as renovated, rehabilitated, furnished and operated, pursuant to this Agreement to serve as a public works facility and office building.
- D. "Members" mean the City and the Park District.

## 2. Purpose

The purpose of this Agreement is to enable the members to finance, renovate, rehabilitate, furnish and operate the Facility for their mutual use and benefit in which Facility the members may house their respective offices and store, house, maintain and repair motor vehicles and other equipment, as well as, carry out other functions appropriate to their respective needs. The Facility shall be of sufficient size, design and furnishings to enable the members to use the same as a central place to house their respective offices and store and maintain motor vehicles and other equipment which the members may, from time to time, own or possess.

## 3. Duration

This Agreement shall be in full force and effect upon due and proper approval and execution by the governing body of each of the members and upon recordation of said Agreement in the office of the Lake County Recorder. This Agreement may be amended or terminated by resolution or ordinance of the members hereof, and shall continue in effect (as amended, if any amendment shall be made) until so terminated.

## 4. Hammond Public Works Facility Authority; Establishment; Board of Directors; Duties; Proceedings; Powers

- A. The Authority is hereby created and established to carry out the purpose set forth in Section 2 of this Agreement. The Authority shall be governed by a Board of Directors which shall consist of three representatives, two to be appointed by the City and one to be appointed by the Park District. The Authority shall not be a separate legal entity but shall only be a means of providing for the undertaking set out in this Agreement. The Board of Directors of the Authority shall consist of two members of the Board of Public Works and Safety of the Civil City of Hammond and one member of the Hammond Park and Recreation Board of the Park District (the "Park Board") to be chosen by the said Park Board. No person who is appointed to the Board of Directors of the Authority representing one of the members shall be appointed by the other member to serve simultaneously on said Board of Directors.

- B. It shall be the duty of the Board of Directors of the Authority periodically to review Facility operations and make policy recommendations with respect thereto, review and adopt an annual budget estimate for the Authority and make recommendations to the governing body of each of the members with regard to long term planning and capital improvements with respect to the Facility.
- C. The Board of Directors of the Authority shall elect one representative to serve as its presiding officer to preside over meetings of said Board. The Board of Directors shall meet at the call of the presiding officer or any two Board representatives may call a meeting of said Board of Directors. All meetings of said Board of Directors shall comply with the requirements of the Indiana Open Meetings Law, I.C. 5-14-1.5-1 et seq. A majority of said Board shall constitute a quorum to do business.
- D. The Authority shall have, and is hereby delegated, full power, authority and responsibility to:
- (1) manage and control all real and personal property constructed or acquired in furtherance of this Agreement;
  - (2) design, order and execute contracts for all construction and acquisition of property and services necessary to carry out the provisions of this Agreement;
  - (3) adopt plans and specifications, prepare, advertise, accept and award bids and supervise renovation and rehabilitation of the Facility as provided herein;
  - (4) operate and maintain the Facility;
  - (5) secure and provide necessary personnel, equipment and improvements either directly or through member agencies;
  - (6) establish a system of revenue through direct contributions by members and other public agencies;
  - (7) review and approve an annual operating budget, and
  - (8) perform such other acts as may be necessary or desirable for the maintenance and operation of the Facility.

- E. The Board of Directors shall not have power to authorize or appropriate funds, incur indebtedness or levy taxes, which powers are reserved unto the respective members.

5. Financing, Renovation and Rehabilitation of the Facility

The Board of Directors of the Authority shall take all steps necessary to adopt plans and specifications for the renovation, rehabilitation and furnishing of the Facility, to prepare, advertise and accept necessary bids, to award bids and to supervise renovation and rehabilitation of the Facility. The members shall each issue in accordance with applicable law and subject to all necessary approvals and conditions precedent as required by law, its general obligation bonds in an amount sufficient to pay its respective proportionate share of costs of renovation, rehabilitation and furnishing of the Facility and any other costs incidental to the issuance of such bonds. The term, the principal amount, interest rate and other provisions of said bonds shall be determined by the governing body of each member.

6. Sharing of Costs and Expenses

Each member shall issue its general obligations bonds in an amount sufficient to pay its proportionate share of the costs of renovation, rehabilitation and furnishing the Facility and the expenses of operating the Facility. The proportionate share of the City shall be 66 2/3% of such costs, and that of the Park District shall be 33 1/3% of such costs.

7. Ownership and Use

The Facility shall be owned by the members as tenants in common and not as joint tenants and each member shall be entitled to an interest in and shall share the benefits of the Facility, in the same proportionate share as such member shall have contributed and each member shall contribute proportionately to the costs and expenses of the Facility.

8. Disbursement of Funds; Budget

- A. The City Controller of the City of Hammond is hereby designated to receive, disburse and account for all funds of the joint undertaking.
- B. The City Controller of the City shall prepare an annual budget estimate for the operation of the Authority for the ensuing year by and with the full involvement and participation of the fiscal officer of the Park District. Following presentation of the proposed budget to the Authority, the Board of Directors of the Authority shall approve, disapprove, modify or modify and confirm said budget by

unanimous vote. The Board of Directors shall recommend an operating budget estimate to the governing bodies of the respective members and each member shall incorporate its proportionate share of said budget estimate into its regular operating budget and appropriation prepared in accordance with I.C. 6-1.1-17.

9. Personnel

All appointments of personnel for the Facility shall be made by the Board of Directors. Insofar as possible, within the normal hiring policies of the respective members, the Board of Directors shall make initial appointments from the departments or divisions of the respective members. However, nothing herein shall prevent the Board of Directors from appointing personnel from outside the members' service.

10. Future Capital Improvements

If, at some future date, it becomes necessary or advisable to enlarge, improve or expand the Facility, the same may be accomplished with the approval and concurrence of each member under such terms as may be agreed to by said members.

11. Termination; Disposition of Assets

- A. In the event the members shall by their separate resolutions or ordinances determine that it is no longer practical or feasible to continue the operation, use and maintenance of the Facility, and each shall in its separate resolution or ordinance express its desire to abandon said Facility, the Board of Directors shall proceed to sell and dispose of said Facility and to liquidate all obligations of the Authority and thereafter dispose of all surplus funds received from the sale thereof at the direction and with the approval, consent and concurrence of each member and under such terms as may be agreed upon by said members, which action shall be in accordance with the then applicable law.
- B. Should either member by resolution or ordinance express its desire to abandon the joint undertaking, the remaining member shall have the first right to purchase the interest of the member so desiring to abandon the joint undertaking. The purchase price shall be the selling member's proportionate share of the appraised value of the Facility at the time of

sale plus the then appraised value of the land. The purchase price shall be payable either in a lump sum payment or may be amortized over a period of years, and at a rate of interest equal to the interest rate, of the then outstanding bonds issued by the selling member to finance its proportionate share of the cost of said Facility.

IN WITNESS WHEREOF, the City of Hammond and the Hammond Park and Recreation District each have caused this Agreement to be executed and attested in their respective corporate names by their duly authorized officers all as of the date first above written but actually executed and delivered on the dates shown below.

Dated: March 10th, , 1982

CITY OF HAMMOND, LAKE COUNTY, INDIANA

BY *Edward J. Raskosky*  
Mayor  
EDWARD J. RASKOSKY



ATTEST:

*Stanley Kulik*  
City Clerk

STANLEY KULIK

Dated: March 10th , 1982

HAMMOND PARK AND RECREATION DISTRICT

BY *E. William Irby*  
President, Hammond Park and Recreation Board  
E. WILLIAM IRBY



ATTEST:

*Matt Przybyl*  
Secretary, Hammond Park and Recreation Board

MATT PRZYBYL

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public regularly elected, commissioned, qualified and acting in and for the State and County aforesaid, personally appeared EDWARD J. RASKOSKY and STANLEY KULIK, with each of whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be the Mayor and City Clerk, respectively, of the City of Hammond, Indiana, one of the within named bargainors, and that they, as such Mayor and City Clerk, being authorized so to do, executed the annexed Intergovernmental Cooperation Agreement and affixed thereto and attested the official seal of said City of Hammond by themselves as such Mayor and City Clerk, respectively.

WITNESS my hand and notarial seal of office at Hammond, Indiana, this 10 day of March, 1982.

Kathy Asztalos  
Notary Public

Printed Name: Kathy Asztalos

Resident of Lake County

My commission expires: January 23, 1983

(Notarial Seal)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public regularly elected, commissioned, qualified and acting in and for the State and aforesaid, personally appeared E. WILLIAM IRBY and MATT PRZYBYL, with each of whom I am personally acquainted, and who, upon their oaths, acknowledged themselves to be the President and Secretary, respectively, of the Hammond City Park and Recreation Board, governing body of one of the within named bargainors, and that they, as such President and Secretary, being authorized so to do, executed and attested the annexed Intergovernmental Cooperation Agreement by themselves as such President and Secretary, respectively.

WITNESS my hand and notarial seal of office at Hammond, Indiana, this 10 day of March, 1982.

Kathy Asztalos  
Notary Public

Printed Name: Kathy Asztalos

Resident of Lake County

My commission expires January 23, 1983

(Notarial Seal)

This Instrument prepared by: John R. Stanish, Attorney at Law,  
6936 Indianapolis Blvd. Hammond, IN 46324

Please Mail to: John R. Stanish <sup>↑</sup>