

93016970

**AGREEMENT CONCERNING INTERLOCAL COOPERATION FOR PROVIDING EMERGENCY MEDICAL SERVICES TO CENTER TOWNSHIP**

THIS AGREEMENT made and entered into this 29th day of December 1992, by and between the CITY OF CROWN POINT, INDIANA, through its Board of Public Works & Safety, hereinafter referred to as "the City" and CENTER TOWNSHIP, LAKE COUNTY, INDIANA, through its Trustee, hereinafter referred to as "the TOWNSHIP."

WITNESSETH:

WHEREAS, the City operates and maintains as a municipal department the Emergency Medical Services Department (hereinafter, "the department"), and

WHEREAS, the TOWNSHIP does not operate or maintain its own emergency medical service or department; and,

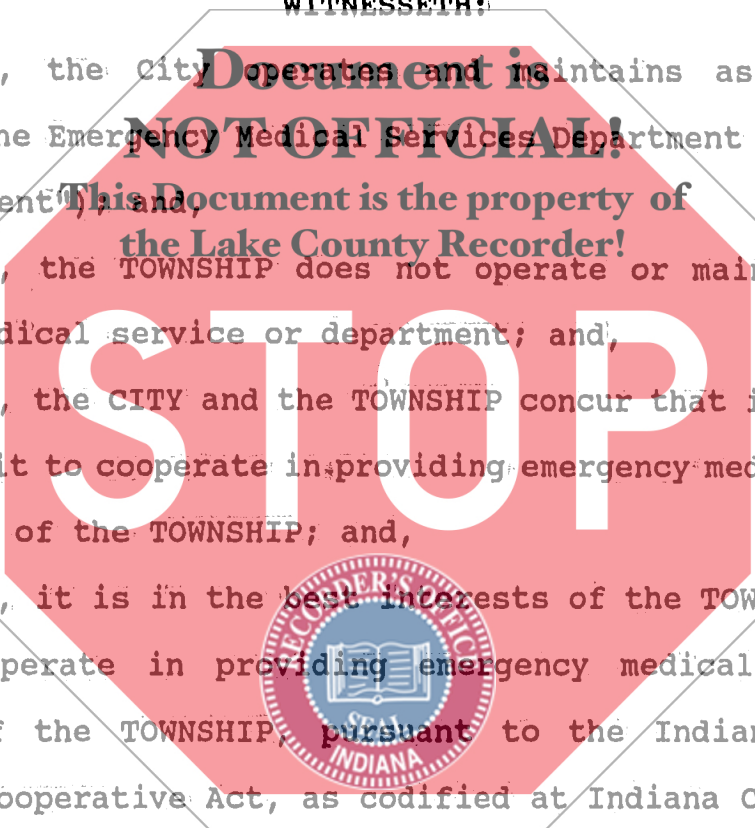
WHEREAS, the CITY and the TOWNSHIP concur that it would be of mutual benefit to cooperate in providing emergency medical services to residents of the TOWNSHIP; and,

WHEREAS, it is in the best interests of the TOWNSHIP and the CITY to cooperate in providing emergency medical services to residents of the TOWNSHIP, pursuant to the Indiana Interlocal Government Cooperative Act, as codified at Indiana Code 36-1-7.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the TOWNSHIP and the CITY agree as follows:

- 1. Purpose, Services Provided.** The purpose of this Agreement is to provide emergency medical services and abilities for the TOWNSHIP. As referred to herein, the emergency medical services which the CITY is to provide to the TOWNSHIP are generally

STATE OF INDIANA  
 LAKE COUNTY  
 RECORDER  
 JAN 17 10 26 AM '93



1430 E. North St. C.A. 46307

1800

described as department response to all emergency medical calls received at the department's station, originating within the boundaries of the TOWNSHIP, as long as the location of the emergency is accessible by roads reasonably safe for traverse by department equipment, trucks, vehicles, and personnel.

2. **Duration.** The emergency medical services shall be provided during the period commencing January 1, 1993, and ending December 31, 1993. In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approval, required filings and recordation.

3. **Personnel, Departmental Activities.** Members of the department including all full time employees and all officers shall at all times be and remain under the exclusive direction and control of the CITY, and the CITY shall be responsible for all compensation therefor. Further, the CITY shall at all times have exclusive control of and direction over the activities of the department.

4. **Payments.** In consideration of the emergency medical services provided, the TOWNSHIP shall pay to the CITY the following sums, to-wit:

year	amount
1993.....	\$ <u>63,722.00</u>

Installments of one-fourth of the applicable annual payment shall be made on or before the following dates in each year: April 10,

July 10, October 10, and December 31. The TOWNSHIP may elect to prepay any installments, or any part thereof, at any time period to its due date, without penalty.

5. **Funds for payments, Budget.** The CITY will appropriate sufficient monies from funds available to the CITY for payment of all departmental expenses which are not the responsibility of the TOWNSHIP by virtue of the terms of this Agreement. The TOWNSHIP shall appropriate sufficient monies from its funds for purposes of payment pursuant to the terms of this Agreement. The CITY's Clerk-Treasurer is hereby delegated the duty to receive, disburse, and account for all monies paid by the TOWNSHIP to the CITY pursuant to the terms hereof. The annual budget of the department, which is a part of the CITY's budget, shall be deemed the budget for the monies paid to the CITY pursuant hereto, and shall indicate apportionment of said payments in the various line items thereof.

6. **Administration, Property.** A joint board known as the Crown Point-Center Township EMS Board, membership of which shall consist of the CITY's Mayor, the CITY's Emergency Medical Department Chief, and the TOWNSHIP's Trustee, shall administer the terms of this Agreement. Real and personal property used by the department during this Agreement is acknowledged to be owned by the CITY. In the event of acquisition of any real or personal property for departmental use in the duration hereof, the same shall be owned by the respective entity purchasing or acquiring the same, pursuant to all applicable statutes regarding the purchase or other

acquisition of real and personal property. In the event of sale or other disposal or conveyance of any real or personal property used by the department during the duration hereof, the same shall be conveyed or otherwise disposed of by the respective entity which owns the same, pursuant to all applicable statutes regarding the same or other disposition of real and personal property.

7. **Failure to Respond.** The CITY shall not be liable to the TOWNSHIP or to any person or persons in damages, of any kind or nature, for any failure by the department or by any employee, officer, member, or agent thereof, to heed or respond to any alarm or call made or received in the duration of this Agreement, or by reason of any act or omission related to or in connection with the performance on any provision hereof and the TOWNSHIP shall hold the CITY harmless on all such claims and any fees, costs or expenses related thereto.

8. **Recordation and Filing.** This Agreement shall be recorded in the Lake County Recorder's Office after approval hereof by the Center Township Advisory Board and by the Crown Point Common Council, and shall be filed within sixty (60) days following recordation, with the Board of Accounts of the State of Indiana for audit purposes. The Agreement shall not be deemed enforceable and binding until the same is so recorded.

9. **Termination.** This Agreement shall terminate on December 31, 1993. Upon termination, all property shall remain in the possession, control and title of the CITY.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF CROWN POINT, INDIANA

BY: James D. Metros  
James D. Metros, presiding officer

BY: John C. Mullins  
John C. Mullins, member

Document is NOT OFFICIAL  
BY: Roberta Jennings  
Roberta Jennings, member

This Document is the property of the Lake County Recorder  
BY: Eileen V. Shults  
Eileen V. Shults, Clerk-Treasurer

STATE OF INDIANA )  
COUNTY OF LAKE )

Before me a Notary Public in and for said County and State, Personally appeared James D. Metros, John C. Mullins, and Roberta Jennings, known to me to be the duly appointed and serving members of the Board of Public Works and Safety of the City of Crown Point, Indiana, and Eileen V. Shults, known to me to be the duly elected and serving Clerk/Treasurer of the City of Crown Point, Indiana, each of whom acknowledged the execution of the above Agreement on behalf of the City of Crown Point, Indiana, this 16 day of

March, 1943

My commission expires: 10/15/43

Resident of Lake County, Indiana.

Germa Anne Brant  
GERMA ANNE BRANT  
Notary Public

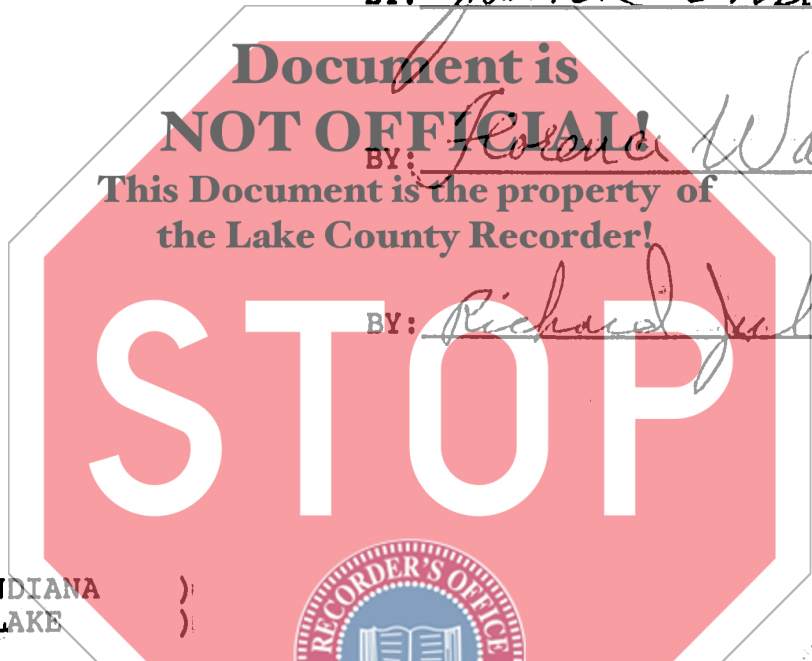
CENTER TOWNSHIP  
LAKE COUNTY INDIANA

BY: Louis Ferrero  
Louis Ferrero, Township Trustee

APPROVED:

ADVISORY BOARD OF CENTER TOWNSHIP  
LAKE COUNTY, INDIANA

BY: John C. Emweiler



STATE OF INDIANA )  
COUNTY OF LAKE )



Before me a Notary Public in and for said County and State, Personally appeared the above individuals, personally known to me to be the duly elected and serving Trustee and members of the Center Township, Lake County, Indiana, Advisory Board, who acknowledged the execution and approval of the above Agreement on behalf of the Center Township this 16th day of March, 1993.

My commission expires: 2-13-95  
Resident of Lake County, Indiana.

Lynn M. Oliver  
Lynn M. OLIVER  
Notary Public

BY: James D. Metros  
James D. Metros, presiding officer

BY: James C. Wirtz  
James C. Wirtz, member

BY: Paul L. Bremer  
Paul L. Bremer, member

BY: M. Robert Kerr  
M. Robert Kerr, member

Document is  
BY: Steve Bazin  
**NOT OFFICIAL!**  
Steve Bazin, member

This Document is the property of  
the Lake County Recorder  
BY: Judy Zakrzewski  
Judy Zakrzewski, member

BY: James A. Fifield  
James A. Fifield, member

BY: Patrick A. Schuster  
Patrick A. Schuster, member



ATTEST: Eileen V. Shults  
Eileen V. Shults, Clerk-Treasurer

STATE OF INDIANA )  
COUNTY OF LAKE )

Before me a Notary Public in and for said County and State, Personally appeared the above individuals whose respective signatures appear, personally known to me to be the duly elected and serving members of the Crown Point, Indiana, Common Council, and Eileen V. Shults, known to me to be the duly elected and serving Clerk/Treasurer of the City of Crown Point, Indiana, who acknowledged their respective signatures, and who approved the foregoing Agreement this 15 day of February, 1993.

My commission expires: 11-16-96  
Resident of Lake County, Indiana.

J. M. [Signature]  
Notary Public