

101 N. EAST ST
Crown Point, Ind.
46307

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

**2000 INTERLOCAL AGREEMENT TO PROVIDE
EMERGENCY MEDICAL SERVICES TO CENTER TOWNSHIP**

MOVED TO CENTER
TOWNSHIP

THIS AGREEMENT made and entered into the 27th day of January, 2000
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 Township Trustee, hereinafter referred to as the "Township".

WITNESSETH:

WHEREAS, the City operates and maintains as a municipal department the
Fire/Rescue Department (hereinafter, "department"); and,

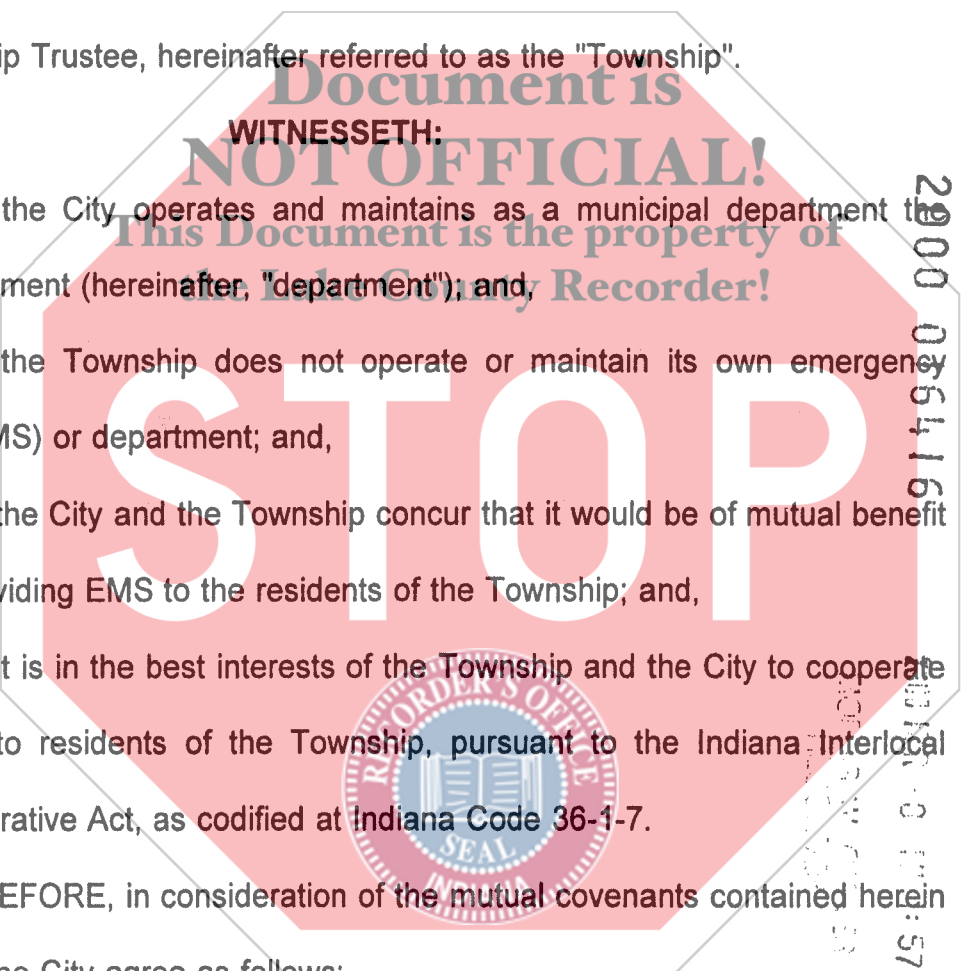
WHEREAS, the Township does not operate or maintain its own emergency
medical service (EMS) or department; and,

WHEREAS, the City and the Township concur that it would be of mutual benefit
to cooperate in providing EMS to the residents of the Township; and,

WHEREAS, it is in the best interests of the Township and the City to cooperate
in providing EMS 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 capabilities for the Township. As referred to herein,
the emergency medical services which the City is to provide to the Township are
generally described as EMS response to all emergency medical calls received at the
department's station originating from or within the boundaries of the Township as long



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as the location of the emergency is accessible by roads reasonably safe for traverse by department equipment, trucks, vehicles, and personnel all subject to availability of EMS units at the time of the emergency call.

2. Duration. Emergency medical services shall be provided during the period commencing January 1, 2000 and ending December 31, 2000. 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 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 or benefits paid to each employee or officer. Further, the City shall at all times have exclusive control of and direction over the activities of the department and it's members.

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

<u>Year</u>	<u>Amount</u>
2000	\$90,000

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, 2000. 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 available funds for payment of all department 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, and hold same for the benefit of the City, for the 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 board known as the Crown Point-Center Township EMS Board is hereby established and the membership of which shall consist of the City's Mayor, the City's Fire/Rescue Chief, or his designee, and the Township's Trustee and said Board shall administer all the terms and conditions of this Agreement. Real and personal property used by the department during this Agreement is acknowledged to be owned by and shall remain with the City. In the event of acquisition of any real or personal property for departmental use in the duration of this agreement the same shall be owned by the respective entity purchasing or acquiring the property subject to all applicable statues 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 of this agreement, said property shall be conveyed or otherwise disposed of by the respective entity which owns

the same subject 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 indemnify and hold the City harmless on all such claims plus any fees, costs or expenses related thereto.

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

9. Termination. This Agreement shall terminate on December 31, 2000 and upon termination all property or equipment of the Fire/rescue Department shall remain in the possession, control and title of the City.

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

CITY OF CROWN POINT BOARD OF PUBLIC WORKS AND SAFETY, BY:

James D. Metros
James D. Metros, presiding officer

John C. Mullins
John C. Mullins, member

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Robert Corbin, member

Attest:

Janis Flutka
Janis Flutka, 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 Robert Corbin, 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 Janis Flutka 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 27th day of January, 2000.

My commission expires: 11/13/2000
Resident of Lake County, Indiana.

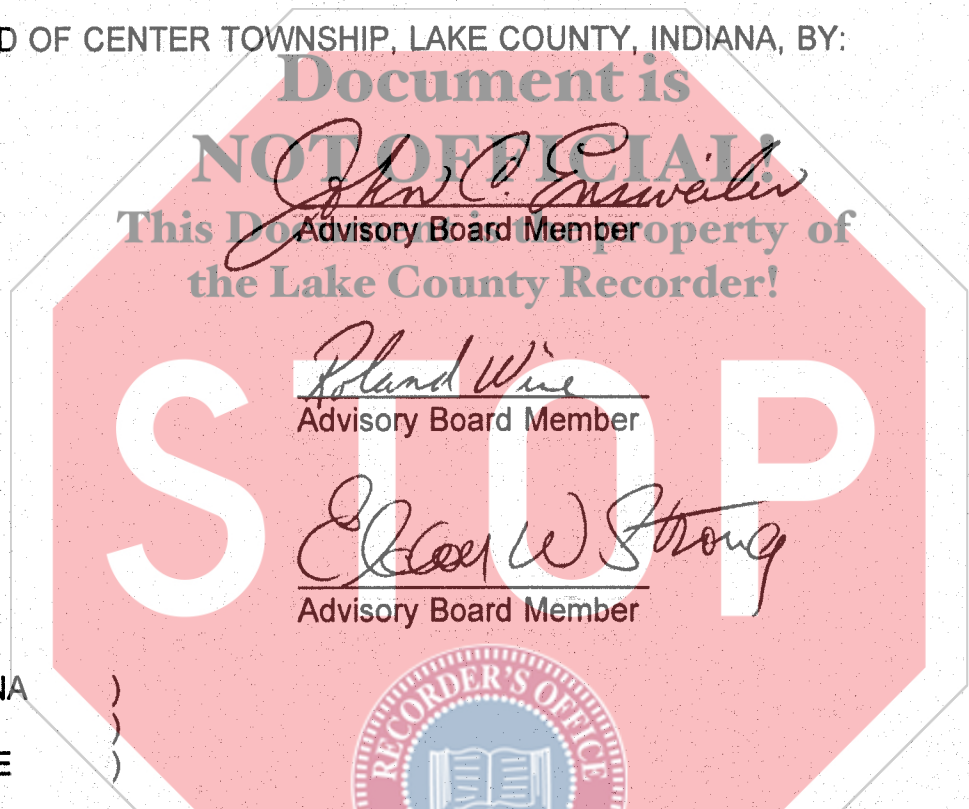
Linda Abraham
Notary Public

CENTER TOWNSHIP, LAKE COUNTY INDIANA, BY:

Colleen Rees
Center Township Trustee

APPROVED:

ADVISORY BOARD OF CENTER TOWNSHIP, LAKE COUNTY, INDIANA, BY:



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 25th day of February, 2000.

My commission expires: 7/18/2007

Resident of Lake County, Indiana. Sharon Bowman
Notary Public

CROWN POINT COMMON COUNCIL BY:

James D. Metros
James D. Metros, presiding officer

Paul Bremer
Paul Bremer, President Pro-Tem

William Condron
William Condron, member

Michael Conquest
Michael Conquest, member

Robert Corbin
Robert Corbin, member

Steve Farley
Steve Farley, member

Pamela Roth
Pamela Roth, member

James Wirtz
James Wirtz, member

ATTEST: Janis Flutka
Janis Flutka, 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 Janis Flutka, 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 8th day of March, 2000.

My commission expires: 1-30-2008

Resident of Lake County, Indiana.

Peggy Lurtz
Notary Public

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