

2010 INTERLOCAL COOPERATION AGREEMENT
FOR FIREFIGHTING AND EMS SERVICES
FOR CENTER TOWNSHIP

THIS AGREEMENT made and entered into this 29th day of July, 2009 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 the Crown Point Fire-Rescue Department as a municipal department (hereinafter the "department"); and,

WHEREAS, the TOWNSHIP owns certain items of firefighting equipment and trucks that were purchased to provide firefighting services for those residents of the Township under its jurisdiction but does not operate or maintain its own firefighting or emergency medical services (EMS) department; and,

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

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

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

1. **Purposes, Services Provided.** The purpose of this Agreement is to:

(A) Provide firefighting and EMS services and abilities for those areas of the TOWNSHIP outside the corporate boundaries of the City of Crown Point, Indiana. As referred to herein, the firefighting services which the CITY is to provide to the TOWNSHIP are generally described as department response to all fire alarms and calls received at the department's fire station, originating within the boundaries of the TOWNSHIP, so long as the location of any fire in the TOWNSHIP is accessible by roads reasonably safe for traverse by department equipment, trucks, vehicles and personnel and;

(B) 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

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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 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. The firefighting and EMS services shall be provided during the period commencing January 1, 2010, and ending December 31, 2010. 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, approvals, required filings and recordation. The terms, conditions and payments provided in this agreement may be renewed with the consent of both parties from year to year upon agreement by the CITY and TOWNSHIP subject to agreement of the parties upon the amount to be paid for the services rendered for each year.

3. Township Equipment, Insurance. The TOWNSHIP owns the following items or equipment employed by the department in firefighting operations :

- A. International Pumper Tanker known as Tanker #1 (Engine 1541) - 2800 gallon @ 1000 GPM capacity.
- B. Class A Pierce Engine known as Engine #4 (Engine 1514) - 1500 GPM capacity.
- C. International 3/4-ton 4x4 Brush Vehicle known as Brush #2 (Engine 1572).
- D. 2001 Trailer Gold Star - ID 4N7UT122615003012.
- E. 2001 John Deere "Gator" - 4 x 6 Diesel, VIN# VG06X4DO28549 (Brush 1573).

During the duration of this Agreement, the CITY shall provide adequate storage and housing for said equipment and trucks at the CITY's fire station or at such auxiliary structures as may be available, subject to a separate lease agreement between the parties for lease of said facilities by the TOWNSHIP for the storage of its vehicles. The TOWNSHIP will be responsible for and pay when due all bills and invoices for fuel, lubrication, and maintenance for its trucks and related equipment. Bills and invoices therefore will be billed and sent to the TOWNSHIP directly. The CITY shall place appropriate door decals on all vehicles identifying them as Center Township Fire Equipment. Said decals will be paid for by the TOWNSHIP.

Township fire trucks equipment shall be utilized for firefighting operations in the Township as the CITY deems necessary. Township fire fighting trucks shall not be used

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as primary responding equipment within the corporate limits of the CITY. The CITY shall be allowed to use and employ any and all of said equipment and trucks in firefighting operations within the corporate limits of the CITY and outside the boundaries of Center Township in instances of mutual aid. Township trucks and equipment shall not be utilized in any sub-contracts involving the CITY unless authorized by the TOWNSHIP. Any use by the CITY for any actual non-firefighting activity must be authorized by the TOWNSHIP. The TOWNSHIP shall also provide liability insurance for said equipment and trucks, in such amounts and with such carriers and policy limits as shall be approved by the CITY from time to time. Center Township fire trucks may only be driven by members of the CITY as authorized by the TOWNSHIP insurance carrier.

4. Personnel, Departmental Activities. Members of the department, including all full time employees, all officers and all volunteers, 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 therefore. Further, the CITY shall at all times have exclusive control of the direction over the activities of the department.

5. Payments. In consideration of the firefighting and EMS services provided, the TOWNSHIP for itself and on its behalf shall pay to the CITY the following sums, to-wit:

<u>Calendar Year</u>	<u>Amount</u>
2010	\$120,000.00

The above annual payment shall be made in equal installments of 1/4 of the total amount due on or before the following dates; April 10, 2010, July 10, 2010, October 10, 2010 and December 10, 2010. The TOWNSHIP may elect to prepay any installment, or any part of thereof, at any time prior to its due date, without penalty. In addition to the above payments, the TOWNSHIP shall also be responsible for, and hold the CITY harmless on, all other payments, fees or charges for the purchase of its own firefighting trucks and equipment and the maintenance and insurance premiums due thereon.

6. Funds for Payment, Budget. The CITY will appropriate sufficient monies from funds available to the CITY for the 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 fire contract amount or other appropriate fund for the purposes of all payments 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 the payments in the various line items thereof.

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7. Administration, Property. A joint board, membership of which shall consist of the CITY'S Mayor, the CITY'S Fire Chief and the TOWNSHIP'S Trustee, and which shall also include a representative appointed by the TOWNSHIP as a ex officio, non-voting member, 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, except for any items of equipment and trucks owned by the TOWNSHIP, which would be listed on an attached schedule. In the event of acquisition of any real or personal property for departmental use in duration hereof, the same shall be owned by the respective entity purchasing or acquiring the same, pursuant 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 hereto, the same shall be conveyed or otherwise disposed of by the respective entity which owns the same, pursuant to all applicable statutes regarding the sale or other dispositions of real and personal property.

8. Failure to Respond. The CITY shall not be liable to the TOWNSHIP or to any person or persons residing therein for 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 during the duration of this Agreement, or by reason of any act or omission related to or in connection with the performances of any provision hereof.


9. 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 such recordation, with the Board of Accounts of the State of Indiana for audit purposes. This Agreement shall be deemed enforceable and binding after approval by both municipalities.


10. Termination. This Agreement shall terminate on December 31, 2010, subject to the renewal conditions herein. Upon termination, all property owned by the TOWNSHIP shall be returned promptly to the possession and control of the TOWNSHIP, as applicable, upon their formal request and the remainder of all the property shall remain in the possession and control of the CITY.

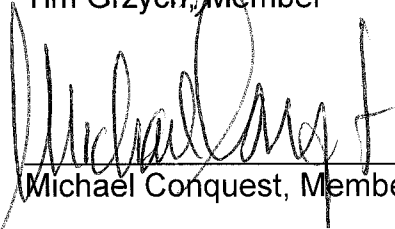
IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first written above.

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


David Uran, Mayor, Presiding Officer

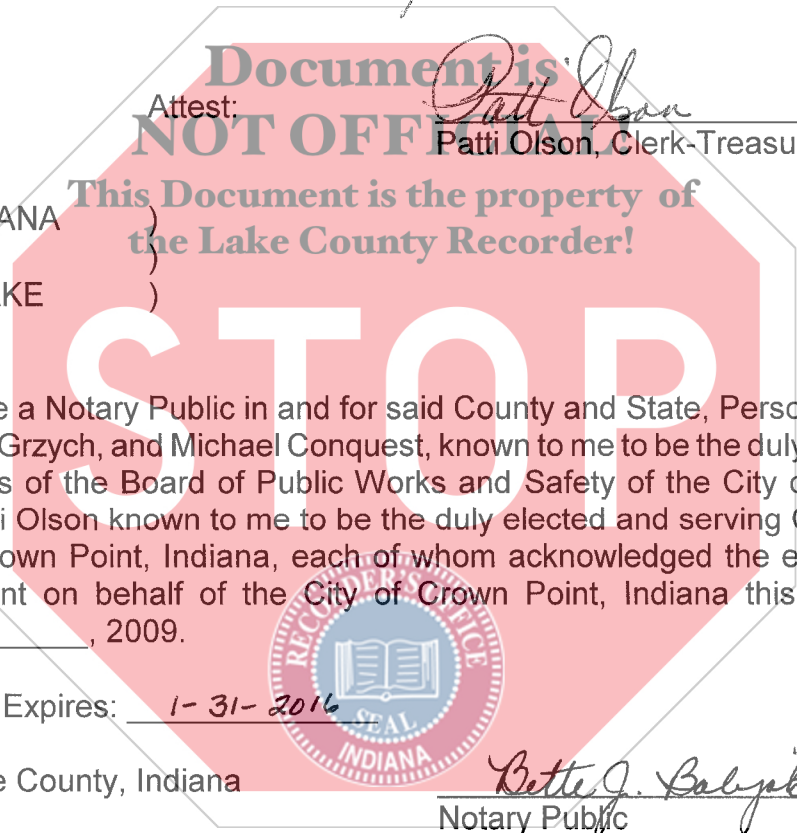

Tim Grzych, Member


Michael Conquest, Member

Attest: 
Patti Olson, Clerk-Treasurer

STATE OF INDIANA)
COUNTY OF LAKE)

**This Document is the property of
the Lake County Recorder!**



Before me a Notary Public in and for said County and State, Personally appeared David Uran, Tim Grzych, and Michael Conquest, 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 Patti Olson 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 31st day of July, 2009.

My Commission Expires: 1-31-2016

Resident of Lake County, Indiana


Notary Public



2010 Center Township Interlocal Fire/Rescue Agreement

CENTER TOWNSHIP, LAKE COUNTY INDIANA, BY:

[Signature]
Center Township Trustee

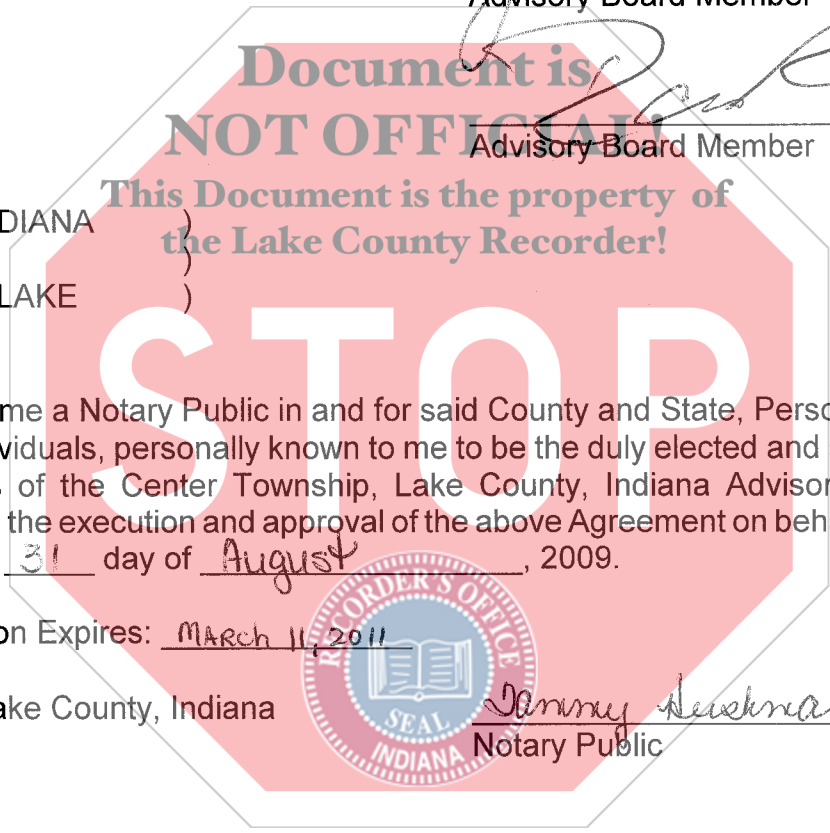
APPROVED:

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

[Signature]
Advisory Board Member

[Signature]
Advisory Board Member

[Signature]
Advisory Board Member

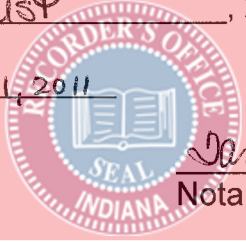


STATE OF INDIANA)
COUNTY OF LAKE)

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 31 day of August, 2009.

My Commission Expires: MARCH 11, 2011

Resident of Lake County, Indiana



[Signature]
Notary Public

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CROWN POINT COMMON COUNCIL BY:

[Signature]
David Uran, presiding officer

[Signature]
Robert Corbin, President Pro-Tem

[Signature]
Laura Saueyman, Member

[Signature]
Bob Clemons, Member

[Signature]
Mark Schweitzer, Member

[Signature]
Carol Drasga, Member

[Signature]
Bill Feder, Member

[Signature]
Andrew Kyres, Member

[Signature]
Patti Olson, Clerk-Treasurer

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."
PREPARED BY: [Signature]

ATTEST:

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 Patti Olson, 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 9 day of September, 2009.

My Commission Expires: 1-30-2016

Resident of Lake County, Indiana

[Signature]
Notary Public