

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 054968

2016 AUG 12 AM 9:55

MICHAEL B. BROWN
RECORDER

AMENDMENT OF MARCH 6, 1974 JOINT CIVIL TOWNSHIP
AGREEMENT (INTERLOCAL AGREEMENT)

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WHEREAS, on March 6, 1974, Cedar Civil Township, West Creek Civil Township, and Eagle Creek Civil Township, all of Lake County, Indiana ("Joint Townships"), passed and adopted a Joint Civil Township Agreement to Provide Ambulance Service for Cedar, West and Eagle Creek Townships, Lake County, Indiana, which was recorded with the Recorder of Lake County, Indiana as Document No. 244325 on March 21, 1974 ("1974 Interlocal Agreement"); and

WHEREAS, on July 26, 1993, Cedar, West and Eagle Creek Townships in Lake County, Indiana enacted a Resolution, a copy of which is attached hereto as **Exhibit A**, which amended the 1974 Interlocal Agreement by altering the method by which each Township's contribution to the ambulance service created by the 1974 Interlocal Agreement was calculated ("1993 Amendment"); and

WHEREAS, the Tri-Creek Ambulance Service Agency ("Agency") created by the 1974 Interlocal Agreement inadvertently failed to record the 1993 Amendment with the Lake County Recorder, but has operated the Agency under the terms of the 1993 Amendment since its adoption; and

WHEREAS, pursuant to Indiana Code 36-1-7-3, the Joint Townships elected to provide for the administration of the 1974 Interlocal Agreement by a separate legal entity established by the Joint Townships, the Tri-Creek Ambulance Service Agency, Inc., an Indiana nonprofit corporation incorporated on January 14, 2005 ("Corporation"), and the Joint Townships have continued to operate and administer the 1974 Interlocal Agreement and the 1993 Amendment through the Corporation since its incorporation; and

WHEREAS, The Corporation was given such powers of administration as are shown in Article II of its Articles of Incorporation attached hereto as **Exhibit B**, and the By-Laws adopted by the Corporation on April 25, 2005, attached hereto as **Exhibit C**; and

WHEREAS, the Agency and the Corporation inadvertently failed to record notice of the change in the administration of the 1974 Interlocal Agreement with the Lake County Recorder; and

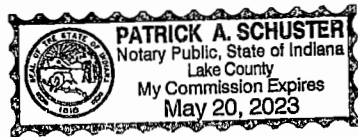
WHEREAS, the Tri-Creek Ambulance Service Agency, Inc., at a meeting held on June 14, 2016, unanimously approved the recording with the Lake County Recorder of the 1993 Amendment and the changes to the administration of the 1974 Interlocal Agreement occasioned by the 2005 incorporation, and by this Notice intend and desire to record those Amendments to the extent they are required to be recorded by the provisions of Indiana Code 36-1-7-6;

NOW, THEREFORE, Tri-Creek Ambulance Service Agency, Inc. hereby presents the 1993 Amendment and 2005 incorporation information for recording with the Lake County, Indiana Recorder this 9th day of AUGUST, 2016.

TRI-CREEK AMBULANCE SERVICE AGENCY, INC.

By: Randall Wietbrock State of Indiana)
Randall Wietbrock, President County of Lake)

Subscribed and sworn to before me, this 9th day of AUGUST, 2016.

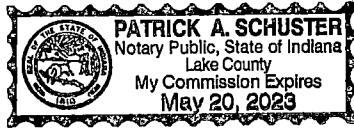


[Signature]
Notary Public

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8327
[Signature]

By: Dan Blankenship
Dan Blankenship, Secretary

State of Indiana)
County of Lake)



Subscribed and sworn to before me, this 9th day of AUGUST, 2016.

[Signature]

Notary Public

I affirm that I have taken reasonable care to redact each Social Security number in the attached document. /s/ Patrick A. Schuster

Prepared by: Patrick A. Schuster, Attorney at Law, 1201 N. Main St., Crown Point, IN 46307; Atty. I.D. No. 1651-45

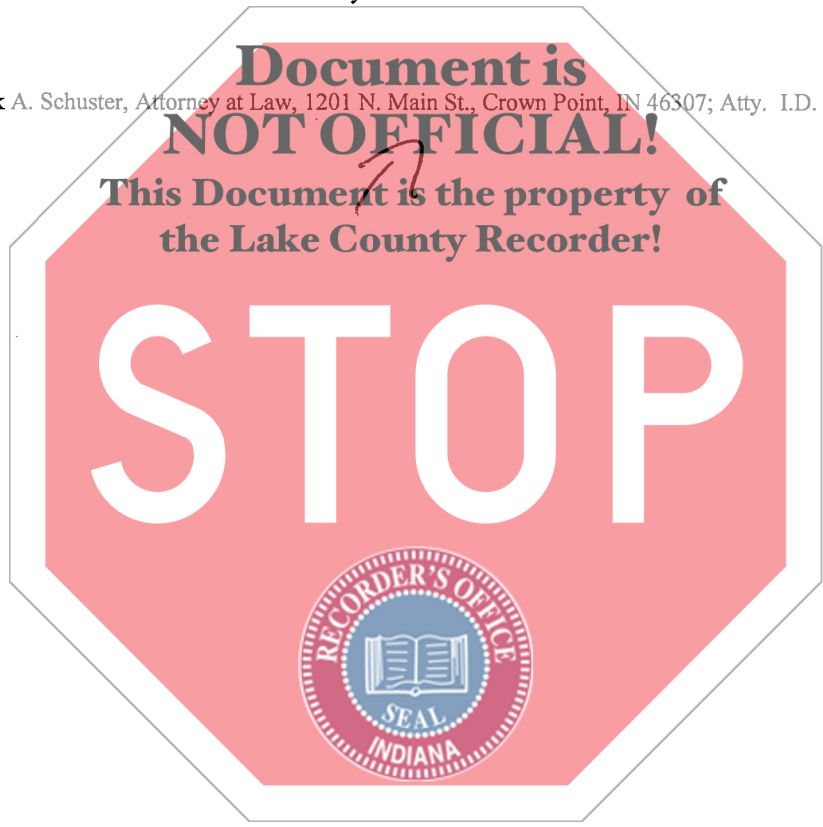




EXHIBIT
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RESOLUTION AMENDING JOINT CIVIL
TOWNSHIP AGREEMENT TO PROVIDE
AMBULANCE SERVICE, ETC. OF MARCH 6, 1974

BE IT HEREBY RESOLVED by the members of the JOINT CIVIL TOWNSHIP AMBULANCE AGENCY that the last paragraph of Section 4, Budget and Financing, of said agreement be deleted and voided and the following last paragraph of said Section 4 be substituted as follows:

BE IT HEREBY RESOLVED that the contributions of CEDAR CREEK, WEST CREEK AND EAGLE CREEK CIVIL TOWNSHIPS to said ambulance agency be based on the ratio that their respective property tax assessed valuations of each township bear to the total assessed valuations of the three townships; said valuations shall be based on the latest assessed valuations available.

PASSED AND ADOPTED this 26th day of July, 1993.



CEDAR CREEK CIVIL TOWNSHIP WEST CREEK CIVIL TOWNSHIP

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By: Pat E. Bedow Trustee By: Bob Werninger Trustee

By: Janita Roberts Advisory Board By: Harry Messinger Advisory Board

By: Robert T. Lanning Advisory Board By: David Little Advisory Board

By: _____ Advisory Board By: Mark Smith Advisory Board

EAGLE CREEK CIVIL TOWNSHIP TOWN OF LOWELL

By: Clarence Bradley Trustee By: Ernest Snyder Member

By: Walter E. Little Advisory Board

By: _____ Advisory Board TOWN OF SCHNEIDER

By: _____ Advisory Board By: _____ Member

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ARTICLE II - PURPOSES

to own and operate an emergency medical and ambulance service in West Creek, Cedar Creek and Eagle Creek townships in Lake County, Indiana; to administer emergency medical treatments; to transfer medical patients; to perform emergency rescue operations; to perform mutual assistance operations for emergency medical and fire departmental services in nearby communities; and to otherwise engage in any lawful activity related to the aforementioned specific purposes, but subject to the following limitations:

- (i) No substantial part of the activities of the corporation shall be or consist of carrying on propaganda or otherwise attempting to influence legislation.
- (ii) The corporation shall not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- (iii) No member or director of the corporation may receive any pecuniary benefit from the corporation except such reasonable compensation as may be allowed for services actually rendered.
- (iv) If the corporation is dissolved, all of its property remaining after payment and discharge of its obligations shall be transferred and conveyed for charitable or educational purposes to organizations described in Section 501(c)(3) of the Code or corresponding provisions of any subsequent federal tax laws or to the Federal government or a State or local government for public purposes.
- (v) Said organization is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

- (vi) No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.





EXHIBIT

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BY-LAWS

OF

TRI-CREEK AMBULANCE SERVICE AGENCY, INC.

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ARTICLE I

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SECTION 1.01 Annual Meetings: An annual meeting of the Board of Directors shall be held in January of each year, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

SECTION 1.02 Place of Meetings: All meetings shall be held within the State of Indiana at the principal office of the Corporation; or elsewhere in Indiana as the Board of Directors may designate.

SECTION 1.03 Notice of Meetings: Written or printed notice stating the place, day, and hour of any meeting shall be delivered, either personally or by first class mail, to each Director entitled to vote at such meeting, not less than seven (7) days before the date of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting.

SECTION 1.04 Quorum: A majority of the Board of Directors shall constitute a quorum at such meeting. *8 for quorum*

SECTION 1.05 Manner of Acting: A majority of the votes entitled to be cast on a matter to be voted upon by the Directors present at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by law or by these by-laws.

ARTICLE II

Directors

SECTION 2.01 General Powers: The affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2.02 Number, Tenure and Qualification: The number of Directors shall be fourteen (14). Each Director shall hold office until his successor shall have been selected and qualified. A Director may only be the serving township trustee or a member of the township advisory board of Cedar Creek Township, West Creek Township or Eagle Creek Township in Lake County, Indiana. The serving office holders of said posts shall be deemed members of the Board without formal election or appointment. In addition, the Town Council of Lowell, Indiana, and the Town Council of Scheriden, Indiana, may each appoint one of their respective members as a Director.

SECTION 2.03 Regular Meetings: The Board of Directors may provide, by resolution, the time and place for the holding of regular meetings of the Board.

SECTION 2.04 Special Meetings: Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors in accordance with the Indiana Open Door Act. The person or persons authorized to call special meetings of the Board may fix the time and place thereof in the notice.

SECTION 2.05 Emergency Meetings: Emergency meetings of the board may be held without notice, but in accordance with the Indiana Open Door Act.

SECTION 2.06 Executive Sessions: Executive sessions of the Board may be held in accordance with the Indiana Open Door Act.

SECTION 2.07 Notice: Notice of any special, emergency or executive meeting of the Board of Directors shall be given in accordance with applicable provisions of the Indiana Open Door Act.

SECTION 2.08 Vacancies: Any vacancy occurring in the Board of Directors may be filled by majority vote of the Board pursuant to appointment consistent with Article II, Section 2.02. A Director appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office.

ARTICLE III

Officers

SECTION 3.01 Officers: The officers of the Corporation shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except that of President and Secretary.

SECTION 3.02 Election and Term of Office: The officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 3.03 Removal: Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to contractual rights, if any, of the officer so removed.

SECTION 3.04 Vacancies: A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term, consistent with section 2.02, above.

Board of Directors. If there is no Vice President of the Corporation and in the absence of the President or in event of his inability or refusal to act, then the Secretary shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

SECTION 3.09 Salaries: The salaries, if any, of the Officers shall be fixed, from time to time, by the Board of Directors. No Officer shall be prevented from receiving such salary by reason of the fact he is also a Director of the Corporation.

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ARTICLE IV
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Indemnification of Directors, Officers and Employees
the Lake County Recorder!**

SECTION 4.01 Actions by Third Party: The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in relation to matters as to which he shall be adjudged in such action, suit, or proceedings to be liable for negligence or misconduct in the performance of duty to the Corporation. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, has reasonable cause to believe that his conduct was unlawful.

SECTION 4.02 Actions by or In The Right of The Corporation: The Corporation shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation.

SECTION 4.03 Indemnification as a Matter of Right: Any such director, officer, employee, or agent who has been wholly successful, on the merits or otherwise, with respect to any claim, suit, or proceeding of the character described herein shall be entitled to indemnification as a matter of right. Except as provided in the preceding sentence, eligibility for indemnification hereunder may be determined, but need not be, by the Board of Directors (or a committee thereof). Such a resolution shall be valid in the case of a director(s) or officer(s) who is a director(s) notwithstanding the presence of such director(s) or officer(s) who is a director(s) at the meeting of the Board of Directors of the Corporation (or committee thereof) which acts upon or in reference to such action, if the fact of such interest shall be fully disclosed or known by the Board of Directors and the Board (or committee thereof) shall nevertheless authorize, approve, or ratify such indemnification. The directors may request independent legal counsel (who may be regular counsel of the Corporation) to deliver to it his written opinion as to whether such director, officer, employee, or agent has met such standards.

SECTION 4.04 Advancement of Expenses: The Corporation may advance expenses incurred in defending a civil or criminal action to, or where appropriate may, at its expense, undertake the defense of any such director, officer, employee, or agent upon receipt of an undertaking by or on behalf of such person to repay such expenses if it should ultimately be determined that he is not entitled to indemnification under this Article.

SECTION 4.05 Claims to Which This Article Applies: The provisions of this Article shall be applicable to claims, actions, suits, or proceedings made or commenced before or after the adoption hereof and whether arising from acts or omissions occurring before or after the adoption hereof.

SECTION 4.06 Indemnification by this Article Not Exclusive: The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation or any agreement, vote of stockholders or disinterested directors as a matter of law, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, or agent and shall inure to the benefit of the heirs, executors, administrators or successors by any manner of such a person.

SECTION 4.07 Insurance: The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

The fiscal year of the Corporation shall be the calendar year beginning on the first day of January and end on the last day of December in each year.

ARTICLE VI

Waiver of Notice

SECTION 6.01 Waiver of Notice. Whenever any notice is required to be given under the provisions of the Indiana Not-for-Profit Corporation Act or under the provisions of the Articles of Incorporation or the bylaws of the Corporation, a

waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VII

Contracts, Checks, Deposits and Funds

SECTION 7.01 Contracts: The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Corporation, and such authority may be general or confined to specific instances.

SECTION 7.02 Negotiable Instruments: All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time-to-time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.

SECTION 7.03 Deposits: All funds of the Corporation shall be deposited from time-to-time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

SECTION 7.04 Gifts: The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.