

**AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF
VALPARAISO, INDIANA, ESTABLISHING THE VALPARAISO FIRE
PROTECTION TERRITORY AND CREATING THE VALPARAISO FIRE
PROTECTION TERRITORY GENERAL FUND AND VALPARAISO
FIRE PROTECTION TERRITORY EQUIPMENT REPLACEMENT
FUND**

WHEREAS, pursuant to Ind. Code § 36-8-19, *et seq.*, the Indiana General Assembly has authorized units of local government within the State of Indiana to establish fire protection territories;

WHEREAS, simultaneously with the adoption of this Ordinance, the City of Valparaiso, Indiana ("City") and Center Township, Porter County, Indiana ("Township"), as contiguous units, have entered into an Interlocal Cooperation Agreement for the establishment of the Valparaiso Fire Protection Territory, a true and accurate copy of which is attached hereto as **Exhibit "A"** and is incorporated herein and made a part hereof;

WHEREAS, the Interlocal Cooperation Agreement between the City and Township provides for a uniform tax rate upon all taxable property within the boundaries of the Valparaiso Fire Protection Territory for fire protection services;

WHEREAS, the establishment of the Valparaiso Fire Protection Territory will provide improved fire protection for Center Township and will assist in funding the Valparaiso Fire Department;

WHEREAS, the Common Council of the City convened public hearings on February 11, 2013, February 25, 2013, and March 25, 2013, to discuss the establishment of the Valparaiso Fire Protection Territory;

WHEREAS, the date, time, and location of the aforementioned public hearings were duly and adequately noticed and advertised pursuant to Indiana law;

WHEREAS, the City and Township have determined that the establishment of the Valparaiso Fire Protection Territory is necessary in order to protect the health, safety and welfare of the citizens of the City and Township.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Valparaiso, Indiana, as follows:

SECTION 1. The Valparaiso Fire Protection Territory is hereby created under the terms and conditions set forth in the Interlocal Cooperation Agreement between the City of Valparaiso, Indiana, and Center Township, Porter County, Indiana, a true and accurate copy of which is attached hereto as **Exhibit "A"** and is incorporated herein in conformance with the requirements of Indiana law.

SECTION 2. The boundaries of the Valparaiso Fire Protection Territory shall include the corporate boundaries of the City of Valparaiso, Indiana, and all areas within Center Township, Porter County, Indiana.

SECTION 3. That the City is authorized to be the Provider Unit in the Valparaiso Fire Protection Territory as that term is defined in I.C. 36-8-19-3.

SECTION 4. That the City and Township are both authorized to be Participating Units in the Valparaiso Fire Protection Territory as that term is defined in I.C. 36-8-19-2.

SECTION 5. That the City and Township shall adopt and impose a uniform tax rate upon all of the taxable property within the boundaries of the Valparaiso Fire Protection Territory for fire protection services to fund the Valparaiso Fire Protection Territory General Fund and Valparaiso Fire Protection Territory Equipment Replacement Fund as created herein.

SECTION 6. Consistent with the terms of the Interlocal Cooperation Agreement, the Common Council of the City hereby creates the Valparaiso Fire Protection Territory General Fund and Valparaiso Fire Protection Territory Equipment Replacement Fund. The Valparaiso Fire Protection Territory General Fund shall be used for all expenses for operating and maintaining fire protection services within the Territory as provided in I.C. 36-8-19-8. The Valparaiso Fire Protection Territory Equipment Replacement Fund shall be used to purchase fire protection equipment used to serve the entire Territory as provided in I.C. 36-8-19-8.5.

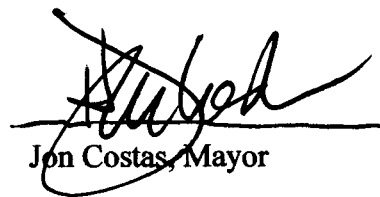
SECTION 7. The Clerk-Treasurer of the City of Valparaiso, Indiana, is hereby authorized and directed to take any and all actions incidental to the establishment of the Valparaiso Fire Protection Territory as set forth in the Interlocal Cooperation Agreement, subject to the approval of the Common Council and Governing Board of Center Township or as may be otherwise required by law.

SECTION 8. If any portion of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other portion or provision of this Ordinance.

SECTION 9. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. It is provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects the ordinances or parts of ordinances are hereby ratified, re-established and confirmed.

SECTION 10. This Ordinance shall be in full force and effect from and after its adoption and the procedures required by law.

PASSED by the Common Council of the City of Valparaiso, Indiana, by a 5-0 vote of all members present and voting this 25th day of March, 2013.


Jon Costas, Mayor

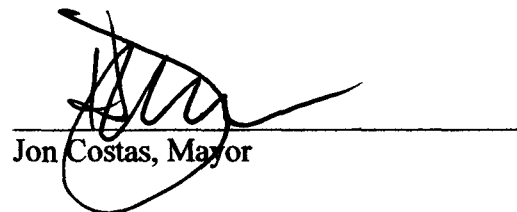
ATTEST:


Sharon Swihart, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this 25th day of March, 2013 at the hour of 7:35 o'clock p.m.


Sharon Swihart, Clerk-Treasurer

This Ordinance approved and signed by me this 25th day of March, 2013, at the hour of 7:35 o'clock p.m.


Jon Costas, Mayor

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INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COMMON COUNCIL OF THE CITY OF VALPARAISO, INDIANA, AND THE GOVERNING BOARD OF CENTER TOWNSHIP, PORTER COUNTY, INDIANA, FOR THE VALPARAISO FIRE PROTECTION TERRITORY

This Interlocal Cooperation Agreement ("Agreement") is being entered into by and between the City of Valparaiso, Indiana ("City" or "Provider Unit"), and Center Township, Porter County, Indiana ("Township" or "Participating Unit"), and shall be effective as of the date of recordation of this Agreement with the Porter County Recorder.

For the purposes of Ind. Code § 36-8-19-2 and 36-8-19-6, the City of Valparaiso, Indiana, and the Township of Center, Porter County, Indiana, are Participating Units adopting an ordinance or resolution authorizing each respective unit of government to become a party to an agreement for the establishment of a fire protection territory. This Agreement is intended further to be effective no later than July 1, 2013, in accordance with Indiana Code.

DECLARATION OF PURPOSE

WHEREAS, the City, by and through its Common Council, has adopted an ordinance pursuant to Ind. Code § 36-8-19, to establish the Valparaiso Fire Protection Territory ("Territory"), as evidenced by Ordinance No. 11-2013 adopted by the Common Council of the City of Valparaiso, Indiana, on the 25th day of March, 2013; and

WHEREAS, the Township, by and through its Governing Board, has adopted a resolution identical to the aforementioned ordinance adopted by the City to establish the Valparaiso Fire Protection Territory, as evidenced by Resolution No. 2013-1 adopted by the Governing Board of Center Township, Porter County, Indiana, on the 25th day of March, 2013; and

WHEREAS, in order to clarify and define the agreement of the City and Township as to who will administer the affairs of the Territory, the parties have entered into this Agreement;

WHEREAS, Ind. Code § 36-1-7, *et seq.*, provides that a power that may be exercised by an Indiana political subdivision and by one or more other governmental entities may be exercised by one or more entities on behalf of others or jointly by the entities entering into a written Interlocal Cooperation Agreement; and

WHEREAS, the City and Township are desirous of entering into an Interlocal Cooperation Agreement related to the operation and governance of the Valparaiso Fire Protection Territory.

NOW, THEREFORE, the City of Valparaiso, Indiana, and Center Township, Porter County, Indiana, do hereby mutually agree as follows:

ARTICLE I: CREATION OF THE VALPARAISO FIRE PROTECTION TERRITORY

Section 1.1. Territory Established. The City and Township hereby ratify and affirm the establishment of the Territory as a fire protection territory under the provisions of I.C. 36-8-19, *et seq.* The geographic area constituting the Territory shall include all of the areas within the corporate boundaries of the City of Valparaiso, Indiana, and all areas within the township boundaries of Center Township, Porter County, Indiana. The area contained within the Territory is further illustrated and described on **Exhibit A** attached hereto.

Section 1.2. Purposes of the Territory. In accordance with Ind. Code § 36-8-19-5, the Territory is hereby established for the following purposes:

- a. Fire protection, including the capability for extinguishing all fires that may be reasonably expected because of the types of improvements, personal property and real property within the boundaries of the Territory;
- b. Fire prevention, including identification, inspection and elimination of all potential and actual sources of fire hazard;
- c. Other purposes or functions related to fire protection and fire prevention including, but not limited to, providing emergency medical services.

Section 1.3. Uniform Tax Rate. The City and Township hereby agree to establish and impose a uniform tax rate upon all taxable property within the Territory for the purposes set forth in Section 1.2 above, in accordance with the terms of I.C. 36-8-19-6(d)(3)(A) and 36-8-19-7. The City and Township further agree to also establish a uniform tax rate upon all taxable property within the Territory for the purpose of funding an equipment replacement fund pursuant to I.C. 36-8-19-8.5 for the purpose set forth in Section 1.4(b) of this Agreement.

Section 1.4. Provider Unit. For the purposes of this Agreement, the City is hereby designated as the Provider Unit for the Territory ("Provider Unit"). The Provider Unit shall fulfill its obligations as further described and delegated in this Agreement. In addition to the other rights and responsibilities set forth in this Agreement, the Provider Unit shall:

- a. Establish and maintain the Valparaiso Fire Protection Territory Fund ("Operating Fund") from which all expenses of operating and maintaining fire protection services for the Territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents, supplies, contingencies, and all other expenses lawfully incurred on behalf of the Territory shall be paid. The foregoing purposes are the sole purposes for the Operating Fund and money in the Operating Fund may not be used for any other expense or purpose;
- b. Establish and maintain the Valparaiso Fire Protection Territory Equipment Replacement Fund ("Equipment Fund") for the purchase of fire protection and emergency response equipment, including making required payments under any potential installment, conditional sale, mortgage contract or lease rental with option to

purchase such equipment, which will be used to serve the Territory in accordance with I.C. 36-8-19-8.5 and 8.7, if applicable herein;

c. Dispose of assets of the Territory in the ordinary course of the Territory's business, provided such disposal is made in accordance with the laws applicable to the City.

d. Establish a uniform tax levy required to fund the estimated budget of the Territory in accordance with I.C. 36-8-19-8(c);

e. Effect transfers to the Operating Fund and Equipment Fund from sources available to the Provider Unit and/or the Participating Units(s) as provided for in I.C. 36-8-19-8(b), (d) and (e) and 36-8-19-8.5(b) and I.C. 36-8-19-8.6.

f. Through the Provider Unit's Clerk Treasurer, receive and deposit in the Operating Fund and Equipment Fund, if applicable, all sums payable to or on behalf of the Territory and make all necessary disbursements by or on behalf of the Territory from the Operating Fund and Equipment Fund. Except as otherwise provided in this Agreement, no disbursements shall be made from the Operating Fund or Equipment Fund except for claims approved by the Common Council or Board of Public Works and Safety of the City, as the case may be established herein;

g. Through the Provider Unit's Clerk-Treasurer, provide administration of all employee payroll and benefits related to the operation of the Territory, including the administration of group medical insurance benefits, retirement contributions and benefits, worker's compensation coverage and all other employee benefits for full-time firefighters providing services to the Territory;

h. Through the Provider Unit's Clerk-Treasurer, provide for and administer all liability insurance coverage for the Territory, and the personnel and equipment serving the Territory and include as co-insured's on all such policies each Participating Unit, the elected officials of the Participating Unit, the Territory, the Department established herein and any other appropriate party. Substantive changes in liability insurance coverage or carriers shall be made only after consultation and approval of the Provider Unit; and

i. Submit an annual report to the Common Council of the City of Valparaiso and the Governing Board of Center Township, including an accounting for all receipts and disbursements from the Operating Fund, the Equipment Fund and any other accounts or funds utilized to receive, disburse or hold funds generated or utilized for the purpose of the Territory. The annual report shall include the allocation of interest accrued on the investment of Territory operating balance funds held by the Provider Unit.

Section 1.5. Valparaiso Fire Department Established. The Participating Unit hereby authorizes, directs, ratifies, and affirms the establishment of the Valparaiso Fire Department ("Department") by the Provider Unit to provide fire protection, emergency medical and

prevention services and to perform all other purposes and functions related to the purposes set forth in Section 1.2 of this Agreement. The following provisions shall apply to the administration and operations of the Department.

- a. Full-time members of the Department shall be employees of the Provider Unit and shall serve under the authority and pursuant to the orders of the Chief of the Department, the Mayor of Valparaiso, the Valparaiso Board of Public Works and Safety, and the City of Valparaiso.
- b. The number of positions in the Department and their respective salaries shall be determined by the Common Council of the City, and through its Board of Public Works and Safety.
- c. The daily operations of the Department shall be the responsibility of the Chief of the Department under the direction of the Mayor and the Valparaiso Board of Public Works and Safety, as further defined by City Ordinance.
- d. Full-time members shall participate in public retirement funds/accounts as approved by the Provider Unit.
- e. The Department shall be operated in accordance with the policies of the City of Valparaiso, Indiana, and the ordinances, personnel policies, collective bargaining agreements and other rules and regulations established by the City of Valparaiso, Indiana.

Section 1.6. Ordinance Enforcement. The Participating and Provider Units hereby designate and establish the Department as the enforcing authority for the Indiana Fire Code within the geographical boundaries of the Territory. The Participating and Provider Units further hereby agree that the Department shall also be the enforcing authority for all fire safety inspection procedures, and any other fees, ordinances, schedules or permits deemed reasonably necessary to carry out the purposes of the Territory. The Department's enforcements of all of the aforementioned procedures, fees, ordinances, schedules or permits within the Territory shall be done in compliance with all applicable laws, ordinances and regulations adopted from time to time by the Provider Unit. Except as otherwise provided herein, all of the foregoing ordinances for code, schedules and procedures shall be enforced uniformly throughout the Territory by the Provider Unit and the Department on the same terms and with the same powers and authority as within the geographical boundaries of the Provider Unit.

ARTICLE II: BOARD OF DIRECTORS

Section 2.1. Board of Directors. The Valparaiso Fire Protection Territory shall be governed by a five (5) member Board of Directors ("Board"). Two (2) members of the Board shall be appointed by the Governing Board of the Township. Two (2) members of the Board shall be appointed by the Common Council of the City. One (1) member of the Board shall be appointed by the Mayor of the City. All members of the Board shall serve without financial compensation and must be residents of the area serviced by the Territory.

Section 2.2. Terms. The Board shall serve four (4) year terms on the Board. The terms of the initial members of the Board shall be staggered as follows:

- a. The term of the Mayor's initial appointment to the Board shall be for one (1) year;
- b. The term of one (1) of the Common Council of the City's initial appointments to the Board shall be for two (2) years;
- c. The term of one (1) of the Governing Board of Center Township's initial appointments to the Board shall be for three (3) years;
- d. The initial terms of the two (2) remaining members of the Board to be appointed by both the Common Council of the City and the Governing Board of Center Township shall be for four (4) years;

All terms for members of the Board shall expire on December 31.

Section 2.3. Powers and Duties of the Board of Directors. The Board shall have the following powers and duties:

- a. The Board shall be primarily responsible for the planning and provision of adequate fire protection, emergency medical services, fire prevention and other emergency response services within the geographical boundaries of the Territory.
- b. The Board may make recommendations to the City related to the administration of the affairs of the Department.
- c. The Chief of the Department shall prepare an annual budget for the Territory and present it to the Board for review on or before August 1st of each calendar year. After being reviewed by the Board, the proposed annual budget for the Territory shall be forwarded on to the City for final approval.
- d. The Board may make recommendations to the City concerning proposed changes to the adopted budget of the Territory including, but not limited to, additional appropriations. All such changes must be approved by the City, unless otherwise required by law, prior to the Board taking any further action to finalize the approval of the changes.
- e. The Board may make recommendations to the City regarding the purchase of equipment for the Territory. All such recommendations must be approved by the City, unless otherwise required by law, prior to the purchase being completed.
- f. The Board may make recommendations to the City regarding the issuance of bonds to fund capital improvements for the Territory. All such recommendations

must be approved by the City, unless otherwise required by law, prior to the issuance of bonds for capital improvements.

g. The Board may make recommendations to the City concerning entering into contracts consistent with the purposes of the Territory. All such contracts must be approved by the City, unless otherwise required by law, prior to being executed by the Board.

h. The Board may make recommendations to the City, unless otherwise required by law, related to incurring debt on behalf of the Territory. Any such indebtedness must be repaid by funds generated from the uniform tax rates on all property located within the boundaries of the Territory.

Section 2.4. Frequency of Board Meetings. The Board shall meet on a quarterly basis, unless otherwise decided by the Board, in order to review quarterly Department activity reports, quarterly claim registers showing expenditures on behalf of the Territory, reports of equipment malfunction and any other items of business or concern related to the administration of the Territory.

Section 2.5. Organization of the Board. At its first meeting in each calendar year, the Board shall appoint a Chairperson, Vice-Chairperson and Secretary.

Section 2.6. Open Door Law. All meetings of the Board shall be conducted in conformance with the requirements of Indiana's Open Door Law.

Section 2.7. Removal of Board Members. Members of the Board may be removed for cause by the entity appointing each such member. For purposes of this section, the term cause shall be defined to include the following:

- a. Being absent from three (3) consecutive Board meetings;
- b. Violation of any federal or state law;
- c. Conduct adversely affecting the Territory;
- d. Any neglect of duty, incompetence, insubordination or misconduct in discharging any of the Board's duties and responsibilities under this Agreement.

ARTICLE III: TRANSFER OF PROPERTY AND EQUIPMENT TO THE VALPARAISO FIRE PROTECTION TERRITORY

Section 3.1. Transfer of Property. Within ninety (90) days of the parties' execution of this Agreement, the City and Township shall prepare and exchange an itemized list of all personal and real property owned by the parties that will be transferred to the Territory. Within sixty (60) days of the parties exchanging the aforementioned lists of property to be transferred to

the Territory, the City and Township shall reach agreement concerning how all such property will be transferred to the Territory. It is hereby agreed and acknowledged by the City and Township that upon the establishment of the Territory both parties intend to convey title to all personal and real property currently owned by either party and used for fire protection, fire prevention and/or the provision of emergency medical services to the Provider or Territory as permitted by law.

Section 3.2. Reversion of Title to Property Upon Dissolution of Territory. Pursuant to I.C. 36-8-19-15 upon the dissolution of the Territory any real property transferred to the Provider Unit by any participating unit shall revert to the participating unit that transferred such real property. Upon the dissolution of the Territory, title to all personal property owned by either the City or Township prior to the establishment of the Territory shall be conveyed back to the party owning such equipment prior to the establishment of the Territory. All personal property acquired by any party or the Territory during the existence of the Territory shall revert to the Provider Unit upon the dissolution of the Territory.

Section 3.3. Early Warning System. The parties hereby acknowledge and agree that both the City and Township have previously contributed funds towards the cost of operating and maintaining the early warning siren system located within their boundaries. Both the City and Township agree that after its establishment the Territory shall be solely responsible for contributing towards the cost of operating and maintaining the early warning siren system within the geographical boundaries of the Territory.

ARTICLE IV: DURATION, AMENDMENT, ADDITION, WITHDRAWAL AND TERMINATION

Section 4.1. Duration. This Agreement shall continue as the binding agreement of the parties until modified or terminated in accordance with the terms and provisions hereof.

Section 4.2. Amendment. This Agreement may be amended in writing upon the approval of both the City and Township.

Section 4.3. Withdrawal. If either party elects to withdraw from the Territory, it must adopt an ordinance or resolution providing for such withdrawal after January 1 but before April 1 of the calendar year.

Section 4.4. Addition of Participating Unit. The Territory may be expanded to include additional parties and/or units upon the written agreement of both the City and Township.

ARTICLE V: MISCELLANEOUS

Section 5.1. Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Provider Unit, Participating Unit and the Department, shall be governed by the laws of the State of Indiana.

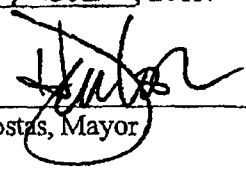
Section 5.2. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement and the validity and enforceability of the remaining provisions of the Agreement shall not be affected thereby.

Section 5.3. Approval and Effective Date. This Agreement shall be approved upon the adoption by the legislative bodies of the City and Township of an appropriate ordinance or resolution approving and ratifying this Agreement. After approval and execution by the appropriate officers of each Participating Unit, this Agreement shall be recorded with the Porter County Recorder. The effective date of this Agreement shall be the date of recordation with the Porter County Recorder. Within sixty (60) days of the effective date, this Agreement shall be recorded with the State Board of Accounts for audit purposes pursuant to I.C. 36-1-7-6.

Section 5.4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

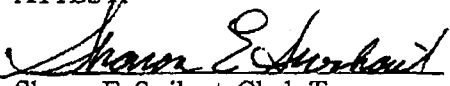
Section 5.5. Survival of Territory. Should the township form of government be disbanded and/or the township advisory board or the township trustee be eliminated as a unit of government, the Fire Territory shall survive said act and continue indefinitely at the will of the Provider Unit subject to applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts in their respective Participating Unit's name by the duly authorized signatures below as of this 25th day of March, 2013.



Jon Costas, Mayor

ATTEST:



Sharon E. Swihart, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jon Costas and Sharon E. Swihart, personally known by me to be the Mayor and the Clerk-Treasurer, respectively, of the City of Valparaiso, Indiana (the "City"), and acknowledged the execution of the foregoing Interlocal Cooperation Agreement for and on behalf of the City.

WITNESS my hand and Notarial Seal this 25th day of March, 2013.

(Seal)



(Written Signature)

Ethan Louie

(Printed Signature)

Notary Public

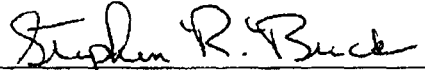
My Commission expires:

1/31/14

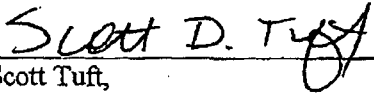
My county of residence is:

Porter

CENTER TOWNSHIP OF PORTER COUNTY, INDIANA



Dr. Stephen R. Buck,
Chairman, Center Township Board



Scott Tuft,
Member, Center Township Board



Doug Miller,
Member, Center Township Board

ATTEST:



Charles W. Conover
Center Township Trustee

APPROVED BY:



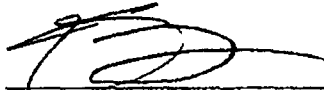
Charles W. Conover
Center Township Trustee

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dr. Stephen R. Buck, Scott Tuft and Doug Miller, personally known by me to be the members of the Township board, and Charles W. Conover, personally known by me to be the Township Trustee, of Center Township of Porter County, Indiana (the "Township") and

acknowledged the execution of the foregoing Interlocal Cooperation Agreement for and on behalf of the Township.

WITNESS my hand and Notarial Seal this 25th day of March, 2013.



(Written Signature)

(Seal)



(Printed Signature)

Notary Public

My Commission expires:

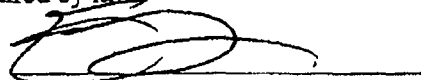
My county of residence is:

1/31/14

Porter

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.

Signed:



This instrument was prepared by Ethan S. Lowe, Esquire, **BLACHLY, TABOR, BOZIK & HARTMAN, LLC**, 56 S. Washington St., Suite 401, Valparaiso, Indiana 46383.

