

**AN INTERLOCAL AGREEMENT  
BETWEEN  
THE CONSOLIDATED CITY OF INDIANAPOLIS AND THE CITY OF BEECH GROVE  
FOR FIRE PREVENTION AND PROTECTION SERVICES**

This Interlocal Agreement ("Agreement") is entered into by and between the Consolidated City of Indianapolis and Marion County, Indiana ("Indianapolis"), and the City of Beech Grove, Indiana ("Beech Grove") regarding Fire Prevention and Protection Services.

**RECITALS**

**WHEREAS**, Indianapolis and Beech Grove operate their own fire departments to engage in fire prevention and protection services;

**WHEREAS**, Beech Grove operates its own Emergency Medical Services and it will continue to do so beyond the Operational Date of this Agreement;

**WHEREAS**, substantial operational efficiencies, a reduction of administrative costs, and economies of scale may be obtained through entering into this Agreement;

**WHEREAS**, Indianapolis and Beech Grove currently have mutual aid agreements for fire prevention and protection services;

**WHEREAS**, over half of the Beech Grove Fire Department's runs are conducted outside the corporate boundaries of the city;

**WHEREAS**, Indiana law permits municipalities to enter into Interlocal Agreements for fire prevention and protection services;

**WHEREAS**, the purpose of this Agreement is for Indianapolis to provide fire protection and prevention services to Beech Grove in exchange for monetary compensation and other assets. In addition, firefighter personnel shall become employed by Indianapolis which shall also accept administrative and financial management of the pensions of those personnel.

**WHEREAS**, the Beech Grove Common Council held two public meetings to address citizen concerns to determine whether entering into this Agreement is in the best interests of the city;

**WHEREAS**, on or about August 2, 2021, the Beech Grove Common Council approved this Agreement per Resolution 5, 2021;

**WHEREAS**, on or about \_\_\_\_\_, 2021, the Indianapolis City-County Council approved this Agreement per Resolution \_\_\_\_\_, 2021;

**WHEREAS**, prior to the execution of this Agreement, Beech Grove and the Indianapolis, each presented the substantial form of this Agreement to, and received

approval from, its City Council and City-County Council, respectively, to enter into this Agreement.

**WHEREAS**, the Parties, having been advised by various persons and organizations with respect to the anticipated consequences of entering into this Agreement, now find that this Agreement will serve the public interest in the provision of a commensurate level of fire prevention and protection services for both Beech Grove and Indianapolis; and

**WHEREAS**, Beech Grove and Indianapolis find that entering into this Agreement serves the public interest by resulting in the provision of an enhanced level of public safety and fire prevention and protection services, with greater efficiency and at a lower cost.

**WHEREAS**, the Indianapolis Fire Department shall be referred to as "IFD"; the Beech Grove Fire Department as "BGFD"; the Consolidated City of Indianapolis and Marion County as "Indianapolis"; the City of Beech Grove as "Beech Grove"; the Indianapolis Professional Firefighters Union Local 416 as "the Union"; this Interlocal Agreement Between the Consolidated City of Indianapolis and the City of Beech Grove for Fire Prevention and Protection services shall be referred to as "the Agreement"; and the Consolidated City of Indianapolis and Marion County, and the City of Beech Grove shall be referred collectively as "the Parties."

**NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:**

**SECTION 1. EFFECTIVE and OPERATIONAL DATE.** This Agreement is effective upon execution of this Agreement. The date as to the initiation of services or other activates to be performed under this Agreement by Indianapolis is on or about December 25, 2021 ("**Operational Date**").

In anticipation of the end of the agreement in 2041 and knowing the citizens of Beech Grove must be served with fire prevention and protection service; beginning in year 2038, IFD executive staff and BG Mayor & Clerk Treasurer shall meet at least 2x per year (once by June and once by Dec.) to discuss arrangements for services upon expiration of this Agreement.

If by July 31, 2040, Indiana statutes allows for an excluded City to consolidate fire services with Indianapolis, the Parties agree to formally consolidate fire services under statute.

If by October 1, 2040, the Parties have not reached an agreement for Indianapolis to continue to provide fire prevention and protection services for a fee, then Beech Grove will notify Indianapolis in writing whether or not it intends to start up its own fire prevention and protection services or what other arrangement it intends utilize for fire service within its jurisdiction.

The Parties acknowledge that the Indianapolis Revised Code pertaining to hiring of firefighters must be amended by the Indianapolis City-County Counsel to accommodate aspects of this Agreement. IFD will proffer a proposal to City-County Council to this effect. Such approval is a condition precedent to this Agreement.

**SECTION 2. TERM.** For a term of twenty (20) years commencing on the Operational Date, Indianapolis shall provide Beech Grove with Fire Prevention and Protection Services.

“Fire Prevention and Protection Services” shall include the response to calls for assistance from the public to safeguard the people, property, and economic well-being of Beech Grove. This includes the protection of life, property, and extinguishment of fires, sufficient and adequate apparatus, personnel, and equipment to protect the city from the perilous effects of fires, sudden medical emergencies (excluding ambulance service), response to dangerous or hazardous conditions created by individuals or nature, and includes but is not limited to, fire prevention and public education, fire code inspections, investigations, multi-faceted rescue response, including vehicle extraction and high angle rescue, hazardous material, emergency services, and suppression services.

**SECTION 3. REAL PROPERTY.** By or prior to the Operational Date, Beech Grove shall provide legal title to City of Indianapolis via a warranty deed for a separate parcel of property where fire station (Station 57) is located at 330 East Churchman Avenue.

Unless expressly stated otherwise in this Agreement, the transfer of title shall include all furnishings, fixtures and fire-related equipment. Prior to the Operational Date, Indianapolis shall have right to perform due diligence inspection(s) as the station 57 and the parcel to be transferred including Environment Phase I and/or II site assessments or other testing under current ASTM standards as may be warranted. Indianapolis agrees to be financially responsible for the site assessment and/or testing costs only.

The parties agree that the intent of the Agreement is not to transfer any pre-existing environmental financial liabilities. Beech Grove shall indemnify Indianapolis as to the cost of any required environmental remediation identified in the assessments and testing.

If significant structural issues are identified as to the inspection of the fire station building, the parties shall meet and confer about who shall bear the costs of needed repair.

Beech Grove shall retain title to the fire station located at 1202 Albany Street, Beech Grove, Indiana (Station 56), except for one Mako Cascade SCBA bottle filling station to be relocated by IFD

**SECTION 4. PERSONAL PROPERTY.** By or prior to the Operational Date, IFD

shall acquire all personal property, fire-related equipment, SCBA, miscellaneous PPE, records, and rights of the BGF D related to the services to be performed by Indianapolis under this Agreement.

If at any time prior to the Operational Date, IFD determines that any of the personal property transferred by this Agreement is not wanted or shall otherwise be disposed of by IFD, IFD shall first offer Beech Grove the opportunity to reacquire such property without charge thereto.

**SECTION 5. VEHICLES AND APPARATUS.** By or prior to the Operational Date, the following vehicles and apparatus owned BGF D shall be transferred to Indianapolis

1. 2016 Smeal/Spartan Engine 57 457CT2D99GC0808950
2. 2013 Pierce Impel Engine 56 4P1CJO1A6DA013408
3. 2002 Pierce Dash Engine 58 4P1CT02S825A002697 (will remain parked but out of service at Station 56 until July 1, 2022)
4. 2019 2500 Dodge Ram Battalion Chiefs vehicle
5. 2019 1500 Dodge Ram Administrative vehicle

**SECTION 6. RETAINED PROPERTY.** Beech Grove shall retain title to all other assets used for civil government purposes, EMS, or not solely used for the fire service. This includes radios and other communication equipment, all EMS equipment assigned to EG 56 and 58, and the cardiac monitor assigned to EG 57.

**SECTION 7. EMERGENCY AMBULANCE SERVICE.** Beech Grove shall continue to operate and maintain emergency ambulance services. IFD will have no responsibility for ambulance services pursuant to this Agreement.

**SECTION 8. MAINTENANCE OF PROPERTY UNTIL OPERATIONAL DATE OF AGREEMENT.** Beech Grove commits to retaining ownership and maintaining in good repair all such property owned by Beech Grove or the BGF D continuously until the Operational Date. Beech Grove and BGF D further commit to advising and obtaining the written approval of the IFD Chief regarding any acquisition of property, or any agreement to acquire or dispose of property until the Operational Date. All property will continue to be insured by Beech Grove until the Operational Date.

**SECTION 9. FIRE PREVENTION AND PROTECTION** Prior to the Operational Date, Beech Grove shall revise its Fire Prevention and Protection Code to match the requirements of the Indianapolis' Fire Prevention and Protection Code, Section 951 of the Revised Code of the Consolidated City of Indianapolis/Marion County ("Revised Code") including costs of inspections, and agrees to continue to do so as the Revised Code of Indianapolis may be amended from time to time.

Prior to the Operational Date, Beech Grove shall provide IFD with all its historical

records of inspections and database of Inspectable properties.

**SECTION 10. FIRE STATION WITHIN BEECH GROVE CITY LIMITS.** Indianapolis shall continue to maintain, properly staff, and keep active and operational a fire station located within the geographic boundaries of the City of Beech Grove during the life of this Agreement.

**SECTION 11. COMPENSATION FOR FIRE PREVENTION AND PROTECTION SERVICES.** Commencing on the Operational Date of this Agreement, Beech Grove shall compensate Indianapolis \$3,246,610.00 for Fire Prevention and Protection Services, to be paid in monthly installments, due no later than the end of the current month. On January 1 of each year thereafter for the term of this Agreement, a three percent (3%) increase shall be assessed to the amount charged for a particular year, as shown in the Annual Payment Schedule labeled as "Attachment A" and attached to this Agreement. In addition, Beech Grove will pay a one-time, upfront cost of approximately \$130,000.00 for the outfitting of uniforms and gear. This cost will be paid prior to the Operational Date as is later agreed to by the Parties.

**SECTION 12. CESSATION OF DUTIES AND RESPONSIBILITIES OF BEECH GROVE AND BGF D.** As of the Operational Date, Beech Grove, BGF D, and any of its boards or commissions, including its Merit Commission, shall cease to have any authority over the BGF D, including its budget, except as otherwise provided in this Agreement. Other than Fire Prevention and Protection Services, Indianapolis and IFD will not assume any other governmental responsibilities of Beech Grove.

**SECTION 13. EMPLOYMENT STATUS OF BGF D PERSONNEL.** Upon the Operational Date, thirty-four (34) sworn firefighters of the BGF D, shall cease employment with Beech Grove and become employees and sworn firefighters of IFD. BGF D employees will not carry over any accrued vacation or sick time. BGF D will provide IFD all personnel, employment, and medical files of current sworn firefighters. If the number of firefighter is different, the Parties acknowledge that may change other financial issues.

Notwithstanding the Operational Date, Beech Grove shall be responsible and pay for insurance coverage of its firefighters and retirees through December 31, 2021. Indianapolis shall be responsible thereafter.

**SECTION 14. MERIT RANKS/ASSIGNMENT.** Upon the Operational Date, the aforementioned BGF D firefighters shall retain their merit rank of firefighter and seniority based on date of hire subject to IFD's Seniority Rules and Regulations.

BGF D shall present one captain, two lieutenants, three engineers, and nine firefighters to IFD. These fifteen (15) firefighters shall staff Station 57 based on IFD staffing policies and procedures. The others, all privates, will be assigned by IFD pursuant to its policies and procedures.

**SECTION 15. 1937 & 1977 PENSION/DISABILITY FUNDS.** Indianapolis and Beech Grove shall have responsibilities for the pension/disability

funds as stated in **Attachment B**.

**SECTION 16. UNION REPRESENTATION.** Upon the Operational Date, BGFDF firefighters who are currently represented by the Union, shall continue to be represented by the Union so long as Local 416 is the chosen bargaining representative of the firefighters of IFD. The working conditions contained in the current collective bargaining agreement between the Union and IFD and IFD's rules and regulations shall apply to the BGFDF firefighters, including the staffing levels set forth in that agreement.

**SECTION 17. SALARIES.** Salaries of BGFDF firefighters shall be consistent with IFD as of the Operational Date. This provision does not limit the ability of the Union and Indianapolis to negotiate regarding firefighter wages and benefits.

**SECTION 18. EXISTING DEBT OF BGFDF.** Any indebtedness related to fire prevention and protection services incurred by Beech Grove prior to the Operational Date, or by any entity on behalf of the BGFDF, shall remain the debt of BGFDF and Beech Grove, and does not become a debt of, and will not be assumed by, Indianapolis. Such indebtedness shall include, but not be limited to all personnel costs, fire prevention and protection equipment, personal protection equipment, utility expenses, legal claims and other expenses of providing fire prevention and protection service incurred through on or about December 24, 2021.

Indianapolis will assume a small dollar maintenance contract regarding a utility appliance at Station 57.

Beech Grove warrants that there are no liens on any property used for fire prevention and protection services. Beech Grove will continue to pay its obligations for lease of air packs.

**SECTION 19. TAXATION.** Taxation for Beech Grove Fire Prevention and Protection Services will be levied through the City's general fund for the contractual payment as provided for in this Agreement.

**SECTION 20. COUNTY OPTION INCOME TAX.** Beech Grove currently uses its certified monthly distribution of the county option income tax (hereinafter referred to as "COIT") to pay for Fire Prevention and Protection Services and other governmental services. Beech Grove will continue to receive the distribution of COIT.

**SECTION 21. PUBLIC SAFETY TAX.** Notwithstanding this Agreement, Beech Grove will continue to receive the annual distribution of the Marion County Public Safety Tax.

### **MISCELLANEOUS PROVISIONS**

**SECTION 22. SEVERABILITY.** Should any provision (section, paragraph, sentence, clause, or any other portion) of this Agreement be declared by a court of

competent jurisdiction to be invalid for any reason, the remaining provision or provisions shall not be affected, if and only if such remaining provisions can, without the invalid provision or provisions, be given the effect intended by the Parties in adopting this Agreement. To this end the provisions of this Agreement are severable.

**SECTION 23. GOVERNING LAW.** The laws of the State of Indiana shall govern the validity, interpretation, and performance of this Agreement.

**SECTION 24. JURISDICTION AND VENUE.** The Parties agree that any action arising out of, related to, or to enforce this Agreement or any portion thereof, may only be brought in a state or federal court of record in Marion County, Indiana.

**SECTION 25. DISPUTE RESOLUTION.** In the event of a dispute, the aggrieved Party shall provide to the other Party written notice of the nature of the dispute within ten (10) days of the claimed dispute. Thereafter, each Party shall designate a representative to engage in a meet and confer session to determine whether the dispute can be resolved without alternative dispute resolution or legal action for a sixty (60) day period from the date a Party has advised the other of a dispute. Except as provided herein, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the Parties have engaged in formal mediation. Either Party may commence mediation by providing to the other Party a written request for mediation, setting forth the subject of the dispute, and the relief requested. Either Party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of the mediation process.

**SECTION 26. HEADINGS/TERMINOLOGY.** The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any of its provisions. The terminology used in this Agreement shall be given its plain and ordinary meaning.

**SECTION 27. INTERPRETATION.** The Parties agree that this Agreement is the result of negotiation and compromise. This Agreement shall be deemed to have been prepared jointly by the Parties and their respective advisors and shall not be strictly construed against either Party. Each Party hereby acknowledges and agrees that it (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement, and (c) has consulted with such advisors as it has deemed appropriate in connection with its respective execution of the Agreement.

**SECTION 28: SIGNATURE.** This Agreement may be executed in electronic formant or in counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same.

**SECTION 29. ENTIRE AGREEMENT, MODIFICATIONS, AND CONDITIONS.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereto, this Agreement supersedes all prior agreements, oral and written, between Indianapolis and Beech Grove. This Agreement may be modified or amended only by a written instrument signed by both Parties.

[signature pages to follow]



Common Council for the City of Beech Grove, Indiana.

Elizabeth Lamping (Y or N)

Ryan Matkins (Y or N)

Robert Ferguson, President Pro Tem (Y or N)

David Harrison (Y or N)

Kevin Day (Y or N)

Buddy Templin (Y or N)

Kara Ferguson (Y or N)

Presented by me to the Mayor of the City of Beech Grove, Indiana on this 2nd day of August, 2021.

James W. Coffman  
Attested:  
James W. Coffman, Clerk Treasurer

Approved by the Mayor of the City of Beech Grove, Indiana this 2ND day of AUGUST, 2021.

Dennis B. Buckley  
Dennis B. Buckley, Mayor  
City of Beech Grove

As to Form:  
Craig W. Wiley  
City Attorney

**So agreed to and approved by the Consolidated City of Indianapolis/Marion County acting through the Indianapolis Fire Department by:**

By: \_\_\_\_\_  
Ernest V. Malone, IFD Chief of Fire

Date: \_\_\_\_\_

Approved by:

By: \_\_\_\_\_  
Ken Clark, City Controller

Date: \_\_\_\_\_

Approved by: MAYOR, CITY OF INDIANAPOLIS

By: \_\_\_\_\_  
Joseph H. Hogsett, Mayor

Date: \_\_\_\_\_

Approved as to form and legality:

By: \_\_\_\_\_  
Richard McDermott,  
Assistant Corporation Counsel

Date: \_\_\_\_\_

[Attachments A & B to follow]

**ATTACHMENT A**  
**Annual Payment Schedule**

<b>Year</b>	<b>Payment</b>
2022	\$ 3,246,610.00
2023	\$ 3,344,009.00
2024	\$ 3,444,330.00
2025	\$ 3,547,660.00
2026	\$ 3,654,090.00
2027	\$ 3,763,713.00
2028	\$ 3,876,625.00
2029	\$ 3,992,924.00
2030	\$ 4,112,712.00
2031	\$ 4,236,094.00
2032	\$ 4,363,177.00
2033	\$ 4,494,073.00
2034	\$ 4,628,896.00
2035	\$ 4,767,763.00
2036	\$ 4,910,796.00
2037	\$ 5,058,120.00
2038	\$ 5,209,864.00
2039	\$ 5,366,160.00
2040	\$ 5,527,145.00
2041	\$ 5,692,960.00

[end of Attachment A]

## **ATTACHMENT B**

### **1937 & 1977 PENSION/DISABILITY FUNDS.**

#### **Subsection A: Current BGFDFirefighters.**

Upon the Operational Date of the Agreement, to the extent permitted by I.C. 36-8-7 and I.C. 36-8-8, an active BGFDFirefighter who is a member of either the 1937 Firefighters' Pension Fund or the 1977 Firefighters' Pension Fund, either initially or by conversion pursuant to state statute, shall remain a member of his or her respective fund, and shall receive credit for any service as a member of his or her respective fund prior to the Operational Date.

#### **Subsection B: Retired BGFDFirefighters, Spouses and Dependent Children.**

Upon the Operational Date of the Agreement, to the extent permitted by I.C. 36-8-7 and I.C. 36-8-8, a BGFDFirefighter who retired as a member of either the 1937 Firefighters' Pension Fund or the 1977 Firefighters' Pension Fund, either initially or by conversion pursuant to state statute, or shall remain a retired member of his or her respective fund, shall receive credit for any service as a member of his or her respective fund prior to the Operational Date and shall continue to receive his or her retirement benefits pursuant to the provisions of the respective fund. Spouses and Dependent Children will continue to receive benefits or will become eligible to receive benefits pursuant to the provisions of the respective fund. This subsection applies whether the BGFDFirefighter retired through the regular pension provisions or via the disability provisions of the respective fund.

#### **Subsection C: Transfer of Records**

Upon the Operational Date of the Agreement, BGFDF shall transfer to Indianapolis all records and documents related to or pertaining to BGFDFirefighters and Retired BGFDFirefighters, Spouses and Dependent Children participation in their respective funds.

#### **Subsection D: Administrative Responsibility**

Upon the Operational Date of the Agreement, to the extent permitted by I.C. 36-8-7 and I.C. 36-8-8, Indianapolis shall be responsible for the administration of all matters related to the Current BGFDFirefighters and Retired BGFDFirefighters, Spouses and Dependent Children's membership in the respective funds.

#### **Subsection E: Financial Responsibility**

Except as listed in the subparagraphs below, upon the Operational Date of the Agreement, to the extent permitted by I.C. 36-8-7 and I.C. 36-8-8, Indianapolis shall assume financial responsibility for Current BGFDFirefighters, Retired BGFDFirefighters, Spouses and Dependent Children membership in the respective funds as specified in the applicable statutes.

- (1) For the month in which the Operational Date occurs, the costs of the

monthly pensions for Retired BGFDFirefighters, Spouses and Dependent Children shall be assessed pro-rata between Beech Grove and Indianapolis.

(2) For any BGFDFirefighter receiving a Line of Duty Disability Pension on the Operational Date, going forward Indianapolis will only be responsible for medical costs associated with the injury that resulted in the LOD disability pension. Any other medical costs going forward will remain the responsibility of Beech Grove. Beech Grove will be responsible for any medical costs incurred prior to the Operational Date. Beech Grove agrees to indemnify and hold harmless Indianapolis against any claims related to this provision.

(3) Indianapolis will not pay for life insurance for any Retired BGFDFirefighter, Spouse or Dependent Children.

(4) Notwithstanding anything in this Subsection, if Indianapolis is notified by the Indiana Public Retirement System (“INPRS”) that either of the funds is underfunded because of the Agreement, Beech Grove agrees to remit to Indianapolis the amount designated by INPRS.

**Subsection F: Indemnity**

To the extent permissible by law, Indianapolis agrees to indemnify Beech Grove from any and all claims made against Beech Grove because of Indianapolis assuming administrative and financial responsibility for Current BGFDFirefighters, Retired BGFDFirefighters, Spouses and Dependent Children membership in their respective funds.

[end of Attachment B]