

Received electronically 06/25/2024

1st Reading 07/02/2024
2nd Reading 07/02/2024
Suspended rules

RESOLUTION 06-2024

**A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF AUBURN, INDIANA
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN AND
JACKSON TOWNSHIP, DEKALB COUNTY REGARDING FIRE PROTECTION SERVICES**

Summary

The attached Resolution calls for the Common Council of the City of Auburn to authorize the Mayor of the City of Auburn to enter into an Interlocal Agreement with Jackson Township, DeKalb County regarding fire protection and emergency medical services.

The resolution also sets forth that the Clerk-Treasurer will file a certified copy of this same resolution with the appropriate County Offices of DeKalb County, Indiana.

_____ Recorder's Office

_____ Publish Public Hearing

_____ Auditor's Office or

_____ Clerk's Office or

_____ Publish O/R after adoption

_____ Other: Assessor or

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WHEREAS, Jackson Township desires to provide residents of Jackson Township, residing outside of any incorporated unit, fire protection and emergency medical services through a contract with the City of Auburn; and

WHEREAS, the City of Auburn Fire Department is able, willing, and desirous of providing such services; and

WHEREAS, Indiana Code § 36-1-7-1 *et seq.* provides that Indiana political subdivisions that engage in a joint undertaking must do so through an interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF AUBURN, INDIANA:

1. The form of the Interlocal Agreement between the City of Auburn and Jackson Township concerning fire protection and emergency medical services, a copy of which Agreement is attached hereto as Exhibit A and incorporated herein, is in all things approved.

2. The Mayor is hereby expressly authorized to enter into such Agreement and to make any reasonable amendments in his discretion that do not increase the City's duties, obligations, or financial obligation, and he is expressly authorized to bind the City to such amendments.

3. The fully-executed Interlocal Agreement shall be recorded in the Office of the Recorder of DeKalb County and a copy thereof shall be filed with the State Board of Accounts within sixty (60) days of the Agreement taking effect.

4. The sections, paragraphs, sentences, clauses, phrases and words of this Resolution are separable, and if any word, phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional, invalid, or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, and sections of this Resolution.

1ST Reading _____
2nd Reading _____

5. This Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

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1ST Reading _____
2nd Reading _____

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF AUBURN, INDIANA,
ON THE 2nd DAY OF July, 2024.


James Finchum, Councilmember


ATTEST:


Lorrie K. Pontius
Clerk-Treasurer

Presented by me to the Mayor of the City of Auburn, Indiana, this me this 2nd day of
July, 2024.


Lorrie K. Pontius, Clerk-Treasurer

APPROVED AND SIGNED by me this 2nd day of July, 2024.


David E. Clark, Mayor

VOTING:

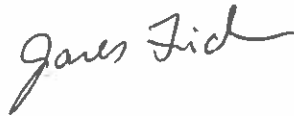
AYE

NAY

Natalie DeWitt



James Finchum



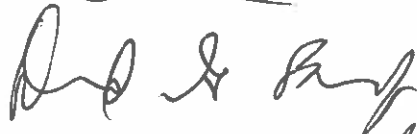
Rod Williams



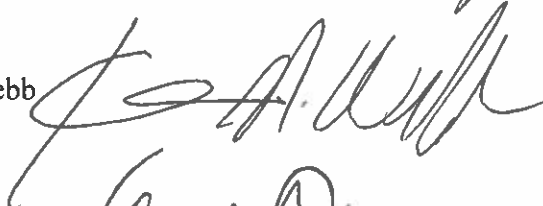
Dan Braun



Dave Bundy



Kevin Webb



Emily Prosser



1ST Reading _____
2nd Reading _____

EXHIBIT "A"
INTERLOCAL AGREEMENT

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUBURN, INDIANA AND
JACKSON TOWNSHIP, INDIANA REGARDING FIRE PROTECTION**

This Interlocal Agreement is made pursuant to Indiana Code 36-1-7, and is entered into between the City of Auburn, Indiana acting by and through its Mayor (the "City") and Jackson Township, DeKalb County, Indiana, acting by and through its Township Trustee (the "Township") for the period from July 1, 2024 until December 31, 2025. The Township and the City may be referred to collectively herein as "Parties".

1. **Purpose and Intent.** This Agreement is intended to allow the Township to contract with the City to provide fire protection services to residents of the Township residing outside of any incorporated governmental unit.
2. **Services, Generally.** The City will provide administrative, supervisory and response services to Jackson Township, and will respond or ensure a response to all emergencies, including but not limited to the following services.
 - a. **Management and Administration.** The City shall provide comprehensive management and administrative services including a Fire Chief, Deputy Chief, Division Chief of Training and Division Chief of Fire Prevention who will provide certified fire inspection, fire code inspection, plan review when necessary, safety education, smoke alarm and carbon monoxide detector provision and installation. Community risk reduction and fire prevention activities will be provided to the Township with the purpose of enhancing safety for the Township.
 - b. **Fire and Emergency Services.** The City shall provide or ensure a proper response to all fires or other all hazard emergencies within the Township per departmental Standard Operating Guidelines. Appropriate fire reports will be filed with NFIRS and will be made available in summary form to Township officials upon request. In addition, the City shall investigate fires to assist in determining cause and origin and work with Indiana State Fire Marshals office when applicable.
 - c. **Fire Inspection and Plan Review.** The City shall provide fire safety inspections or plan reviews upon request for certain occupancies and others required by their insurers or regulatory bodies or when applicable.
3. **Staffing.**
 - a. **Station and Staffing.** The City has two (2) stations that are staffed with full time firefighter/EMTs 24 hours a day and 7 days a week for 365 days of 24 hour coverage. This staffing is available to respond to any and all emergencies in the Township per fire department Standard Operating Guidelines.

- b. Training. The City shall coordinate and provide regular training for all firefighters as required by the State of Indiana and fire department Standard Operating Guidelines.

4. Obligations of Parties.

- a. The City shall furnish modern and up-to-date fire-fighting equipment and shall make said equipment available for the purpose of fighting any fires in the Township which are not within the City or the City of Auburn Fire Protection Territory and shall provide through its Fire Department, under the direction of its Fire Chief, reasonable manpower for fighting and extinguishing all fires within this primary response area of the Township.
- b. The City shall also furnish emergency medical services to the extent it provides such services within the City and fire prevention services to the extent required by Indiana law and which it provides within the City in the primary response area of the Township.
- c. The City agrees to provide fire-fighting equipment and services, emergency medical services, and fire prevention services in the Township in the area outside of its primary response area only to the extent that extreme circumstances arise.
- d. In consideration for these services, for the term from July 1, 2024 through December 31, 2024, the Township agrees to pay the City the sum of Nine Thousand Six Hundred Twenty-Five and no/100 Dollars (\$9,625.00), with payment due on or before June 30, 2024, the sum of Nine Thousand Six Hundred Twenty-Five and no/100 Dollars (\$9,625.00) with payment due on or before September 30, 2024, and the sum of Nine Thousand Six Hundred Twenty-Five and no/100 Dollars (\$9,625.00) with payment due on or before December 30, 2024. For the term from January 1, 2025 through December 31, 2025, the Township agrees to pay the City the sum of Nine Thousand Six Hundred Twenty-Five and no/100 Dollars (\$9,625.00), with payment due on or before March 30, 2025, the sum of Nine Thousand Six Hundred Twenty-Five and no/100 Dollars (\$9,625.00), with payment due on or before June 30, 2025, the sum of Nine Thousand Six Hundred Twenty-Five and no/100 Dollars (\$9,625.00) with payment due on or before September 30, 2025, and the sum of Nine Thousand Six Hundred Twenty-Five and no/100 Dollars (\$9,625.00) with payment due on or before December 30, 2025, plus a 4% increase on all 2025 payment based on the expected 4% maximum levy increase allowed by the State of Indiana. In the event the maximum levy increase is more or less than the expected 4% increase, the parties agree that the additional payment amount shall be equal to the maximum levy increase amount.
- e. The City shall secure and pay for all necessary insurance for public liability and property damage necessitated by the operation of said fire equipment and fire-fighting personnel in an amount satisfactory to the City, and a certificate of said insurance shall be provided to the Township upon its request after the execution of the Agreement.
- f. The City shall be solely responsible for the maintenance and operation of the City's fire-fighting equipment.
- g. To the extent allowed by law, the Parties agree to reserve unto the Auburn Fire Department the right to impose a service charge for fighting a working

fire and for hazardous material release in the primary response area.

5. **Administration.** Pursuant to Indiana Code § 36-1-7-3(a)(5)(B), this Agreement shall be administered by a joint board consisting of:
 - (A) Township Trustee;
 - (B) City Mayor.
6. **Fiscal Body Approval.** Pursuant to Indiana Code § 36-1-7-4(a)(3), this Agreement is subject to approval by the City's and Township's fiscal bodies.
7. **Filing.** Before taking effect, this Agreement will be recorded with the DeKalb County Recorder, and within sixty (60) days after execution, will be filed with the Indiana State Board of Accounts. The parties shall equally share any costs associated with such recording and/or filing.
8. **Time of Essence.** Time is of the essence with this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein), and the parties acknowledge that the successful performance of this Agreement requires their continued cooperation.
9. **Breach.** Before either party's failure to perform its obligations under this Agreement may be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after such notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.
10. **Termination.** The Agreement may be terminated by either party upon ninety (90) days written notice. In the event of a termination, the City shall refund to the Township One Thousand and no/100 Dollars (\$1,000.00) for each month for which services are not rendered. No credit shall be provided for partial months.
11. **Appropriation.** The Agreement and the City's obligation thereunder to furnish modern and up-to-date equipment and fire-fighting services, emergency medical services, and fire prevention services are subject to appropriations by the City of Auburn Common Council in an amount sufficient to carry out the terms of this Agreement.
12. **Indemnification.** The Township agrees to indemnify and hold harmless the City from any and all negligence, misconduct, malfeasance or misfeasance resulting from the performance of this Agreement whether or not caused by or resulting from the activity of the Auburn Fire Department or any other participating agency or department or official of the City, to the extent not covered by the insurance provided for herein.
13. **Amendment.** This Agreement may be amended only by the mutual consent of the parties and by the execution of a written amendment by the parties or their successors in interest.

14. **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

15. **Severability.** If any provision of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provision of this Agreement.

16. **Construction and Interpretation of Agreement / Indiana Law.** This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties and their attorneys have each reviewed this Agreement, and any ambiguity shall not be resolved against the drafting party in the interpretation of this Agreement.

17. **Waiver Ineffective.** No waiver of any term, condition, or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the parties.

18. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made either by personal delivery, by a nationally recognized courier service, or by registered mail, return receipt requested, with proof of delivery thereof as follows:

To the Township: Trustee of Jackson Township
 3105 CR 68
 Auburn, IN 46706

To the City: Mayor of the City of Auburn, IN
 210 E. 9th Steet
 Auburn, IN 46706

or at such other address(es) as the parties may indicate in writing to the other. In the event notice attempted to be delivered by personal delivery, courier, or registered mail is refused or otherwise undeliverable, such notice may be delivered by regular mail. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

19. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

20. **Assignment.** The rights and obligations contained in this Agreement may not be assigned without the express prior written consent of the parties.


21. **No Third-Party Beneficiaries.** This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third-party.

22. **Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

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AGREED BY:

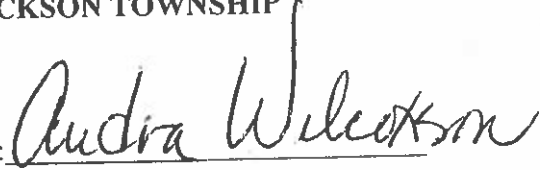
CITY OF AUBURN, INDIANA

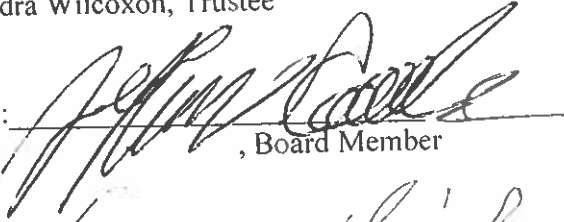
By: 
David E. Clark, Jr., Mayor

Date: 07/02/2024

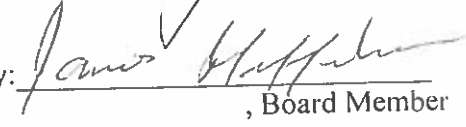
Attest: 
Lorrie Pontius, Clerk-Treasurer

JACKSON TOWNSHIP

By: 
Audra Wilcoxon, Trustee

By: 
, Board Member

By: 
, Board Member

By: 
, Board Member