



City of

"Home of the Classics"

Clerk-Treasurer's Office

PO Box 506 Auburn, Indiana 46706 | 260.925.6450 phone | 260.920.3341 fax | clerktreasurer@ci.auburn.in.us | www.ci.auburn.in.us

Patricia M. Miller
Clerk-Treasurer

CERTIFICATE

I, Patricia M. Miller, the duly elected and acting Clerk-Treasurer of the Municipal City of Auburn, DeKalb County, State of Indiana, do hereby certify that attached thereto is an exact true copy of Ordinance No. 2010-04 passed by the City of Auburn Common Council on the 16th day of March, 2010, and that the same is spread of record in the Ordinance & Resolution Book of the City of Auburn.

A handwritten signature in black ink, appearing to read "Patricia M. Miller", written over a horizontal line.

Patricia M. Miller, Clerk-Treasurer
City of Auburn, Indiana



RECEIVED 2/23/20 VIA EMAIL @ 10:18 A.M.
CLERK-TREASURER MAILBOX
AUBURN INDIANA

ORDINANCE NO. 2010-04

**AN ORDINANCE REGARDING THE CREATION OF THE AUBURN FIRE
PROTECTION TERRITORY**

SUMMARY

This ordinance creates the Auburn Fire Protection Territory.

_____ Recorder's Office	___x___ Publish Public Hearing
_____ Auditor's Office	
_____ Clerk's Office	___x___ Publish O/R after adoption
_____ Other	
_____x_____ Clerk-Treasurer	
_____ Web-Site	
_____ City Code (web based)	

ORDINANCE NO. 2010- 04

AN ORDINANCE REGARDING THE CREATION OF THE AUBURN FIRE PROTECTION TERRITORY

WHEREAS, Indiana Code 36-8-19 provides for the creation of fire protection territories by contiguous units of local government; and

WHEREAS, The City of Auburn ("City) currently provides fire protection through the Auburn Fire Department by contract to the Township of Union in DeKalb County; and

WHEREAS, the Common Council of the City and the Advisory Board of Union Township ("Township") have determined that it would be in the best interests of the citizens of those units of government to enter into an agreement to form a fire protection territory; and

WHEREAS, the City and the Township desire to create a fire protection territory for purposes of fire protection and fire prevention within the boundaries of the territory; and

WHEREAS, following a properly and legally noticed public hearing, the Township will adopt an ordinance which is identical to this Ordinance;

IT IS THEREFORE ORDAINED BY THE COMMON COUNCIL OF THE CITY OF AUBURN that:

Section 1. The City is hereby authorized to enter into an agreement with the Township for the establishment of the Auburn Fire Protection Territory ("Territory").

Section 2. The boundaries of the Territory shall be the boundaries of the Township and the boundaries of the City of Auburn.

Section 3. The City shall be the Provider Unit as defined in Indiana Code 36-8-19-3. The Township shall be the Participating Unit as defined in Indiana Code 36-8-19-2.

Section 4. The contents of the agreement to establish the Territory, include an agreement to impose a uniform tax rate upon all the taxable property within the Territory for fire protection, is attached hereto as Attachment A and incorporated herein.

Section 5. There is hereby established the Auburn Fire Protection Territory Fund from which all expenses of operating and maintaining the fire protection services within the Territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents, supplies, contingencies, and all other expenses lawfully incurred within the Territory shall be paid.

Section 6. There is hereby established the Auburn Fire Protection Territory Equipment Replacement Fund to be used to purchase fire protection equipment, including housing, that will be used to serve the Territory. Such fund is to be funded by the imposition of a uniform tax rate upon all the taxable property within the Territory.

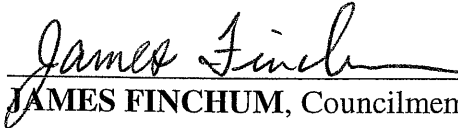
Section 7. All line items under various account numbers are hereby transferred to the Auburn/Union Fire Protection Territory when the Territory takes effect.

Section 8. The balance of the Auburn Fire Department Equipment Replacement funds, if applicable, held by the City of Auburn will be transferred to the Auburn Fire Protection Territory Equipment Replacement Fund by July 1, 2010.

Section 9. All prior ordinances, resolutions, or parts thereof inconsistent with any provisions of this ordinance are hereby repealed, to the extent of each inconsistency only, as of the effective date of this ordinance.

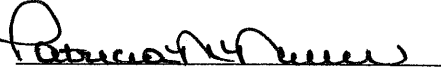
Section 10. This ordinance shall take effect July 1, 2010.

PASSED AND ADOPTED by the Common Council of the City of Auburn, Indiana, on the
16 day of March, 2010.




JAMES FINCHUM, Councilmember

ATTEST:



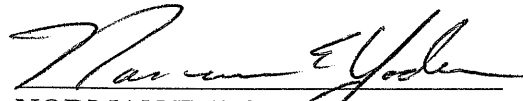
Patricia Miller
Clerk-Treasurer

Presented by me to the Mayor of the City of Auburn, Indiana, this 16 day of
March, 2010.



PATRICIA MILLER
Clerk-Treasurer

APPROVED AND SIGNED by me this 16 day of March, 2010.



NORMAN E. YODER, Mayor

AYE

NAY

Marilyn Gearhart

Marilyn Gearhart

David Painter

David Painter

James Finchum

James Finchum

Richard Stahly

Richard L. Stahly

Keith Schrimshaw

Keith Schrimshaw

Denny Ketzenberger

Denny Ketzenberger

Michael Walter

Michael Walter

INTERLOCAL COOPERATION AGREEMENT
FOR THE AUBURN FIRE PROTECTION TERRITORY
BY AND BETWEEN THE CITY OF AUBURN, INDIANA AND
THE UNION TOWNSHIP OF DEKALB COUNTY, INDIANA

EFFECTIVE DATE JULY 1, 2010

INTERLOCAL COOPERATION AGREEMENT FOR THE AUBURN FIRE PROTECTION TERRITORY

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Auburn, Indiana ("Auburn") and Union Township of DeKalb County, Indiana ("Union Township"), and shall be effective as of the date of recordation of this Agreement with the DeKalb County Recorder. For purposes of Indiana Code Section 36-19-2 and 36-19-6 the City of Auburn, Indiana and the Township of Union are Participating Units adopting an ordinance or resolution authorizing the unit to become a party to an agreement for the establishment of the Fire Territory. This Agreement is intended further to be effective no later than July 1, 2010, in accordance with Indiana Code.

DECLARATION OF PURPOSE

WHEREAS, Union Township (the "Participating Unit") has adopted an identical resolution to that of the City of Auburn, pursuant to I.C. 36-8-19, to establish the Auburn Fire Protection Territory ("Territory"), as evidenced by Union Township Resolution adopted on March 16, 2010;

WHEREAS, the City of Auburn, Indiana (the "Provider Unit"), has adopted an identical ordinance to that of Union Township, pursuant to I.C. 36-8-19, to establish the Auburn Fire Protection Territory ("Territory"), as evidenced by Ordinance No. 2010-04; adopted by the Common Council of the City of Auburn, Indiana, on March 16, 2010; and

WHEREAS, the City for purposes of describing this agreement is the Provider Unit and Union Township for descriptive purposes in this agreement is the Participating Unit; and

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

WHEREAS, I.C. 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 by entering into a written Interlocal Cooperation Agreement; and the Participating Unit desires to enter into such an agreement and allow the Provider Unit to administer the affairs of the Territory.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

Creation of Fire Protection Territory

Section 1.1 Territory Established. The Participating Unit and the Provider Unit 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 areas within the corporate boundaries of Auburn, Indiana, and all areas within the township boundaries of Union Township, inclusive. It is hereby stipulated that Auburn and Union Township are contiguous to each other. The area contained within the Territory is further illustrated and described on Exhibit A attached hereto.

Section 1.2 Purpose. The Territory has been established for the following purposes:

- a. Fire protection, including the capability for extinguishing all fires that might be reasonably expected because of the types of improvements, personal property, and real property within the territory; and
- b. Fire prevention, including identification and elimination of all potential and actual sources of fire hazard; and
- c. Other purposes or functions related to the fire protection and fire prevention, including public safety, assist in emergency medical response and all other emergency response which furthers the purpose of promoting the health and safety of the citizens located within the Territory.

Section 1.3 Uniform Tax Rate. The Participating Unit (“the City of Auburn, Indiana”) hereby agrees to establish and impose a uniform tax rate upon all of the taxable property within the Territory for the purpose set forth in Section 1.2 above, in accordance with the terms of I.C. 36-8-19-6(c)(3) and 36-8-19-8. The Participating Unit further agrees to 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 Subsection 1.4(b) herein.

Section 1.4 Provider Unit. For all purposes of this Agreement, Auburn 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 an Auburn Fire Protection Territory Operating Fund (the “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 purpose for the Operating Fund and money in the Operating Fund may not be used for any other expenses or purpose;
- b. Establish and maintain an equipment replacement fund (“the 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 and Section 7.4, if applicable, herein;
- c. Establish a uniform tax levy required to fund the estimated budget of the Territory in accordance with I.C. 36-8-19-8(c);
- d. Effect transfers to the Operating Fund and Equipment Fund from sources available to the Provider Unit as provided for in I.C. 36-8-19-8(b), (d) and (e) and 36-8-19-8.5(b);
- e. Through the Provider Unit’s Clerk-Treasurer, receive and deposit in the Operating Fund and Equipment Fund, as 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 Auburn Common Council and/or Auburn Board of Public Works And Safety, as the case may be established herein;

- f. 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 and volunteer firefighters employees providing services to the Territory;
- g. 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 with the approval of the Provider Unit;
- h. Submit an annual report to the City of Auburn and the Union Township Advisory Board, 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. Submission of this report shall coincide with the Provider Unit's annual Indiana report to the State Board of Accounts. The annual report shall include the allocation of interest accrued on the investment of Territory operating balance funds held by the Provider Unit. The annual report to Union Township shall be made in person to the Union Township Board upon request and shall be presented by the City of Auburn Executive Officer and any other relevant individuals associated with the City of Auburn.

Section 1.5 Auburn Fire Department Established. The Participating Unit hereby authorize, direct, ratify and affirm the establishment of the Auburn Fire Department ("Department") by the Provider Unit ("the City of Auburn") to provide fire protection services and fire prevention services, and to perform all other purposes and functions related to the purpose set forth in Section 1.2 hereof. The following provisions shall apply to the administration and operations of the Department.

- a. Full-time members and volunteer 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 Auburn, the Auburn Board of Public Works and Safety, and the City of Auburn.
- b. The number of positions in the Department and their respective salaries shall be determined by the City of Auburn.
- c. The daily operations of the Department, including the scheduling of job assignments and duties for the members of the Department, shall be the

responsibility of the Chief of the Department under the direction of the Mayor and the Auburn 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 Auburn, Indiana, and the Ordinances, personnel policies, and other rules and regulations established by the City of Auburn, Indiana.

Section 1.6 Ordinance Enforcement. The Participating Unit (Union Township) and the Provider Unit (Auburn, Indiana) hereby designate and establish the Provider Unit as the enacting authority and the Auburn Fire Department as the enforcing authority for the Indiana Fire Code and the Indiana Building Code, fire run fee schedule, inspection procedures, and any other fees, ordinances, schedules or permits deemed reasonably necessary to carry out the purpose of the Territory, all to be enforced throughout the Territory in compliance with applicable laws, ordinances and regulations adopted from time to time by the Provider Unit. Except as provided herein, each 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

Fire Territory Budget and Finance Matters

Section 2.1 Recommendation. The Department shall, not later than August 1 of each calendar year, submit to both the City of Auburn, Indiana, and Union Township a proposed budget for the Operating and Equipment Funds of the Territory for the coming budget year, which the proposed budget shall be on Form 1, and follow Indiana Department of Local Government Finance (the "DLGF") procedures. The proposal may contain a reasonable operating balance, not to exceed twenty (20%) of budgeted expenses for the fire services as allowed by I.C. 36-8-19-8(c). The representatives of the Provider Unit shall confer and consult with the Participating Unit on the proposed budget prior to August 1 of each year.

Section 2.2 Board Action. In accordance with the Department of Local Government Finance regulations and Indiana State Code, the Provider Unit shall consider the proposed budget and either approve, reject or modify it by majority vote.

Section 2.3 Action by Provider Unit. In the event the proposed budget is approved as submitted, the budget as approved shall be included with the budget for the Provider Unit, and the legislative body of the Provider Unit shall appropriate the funds contained in the budget and establish a tax levy to be imposed throughout the Territory in an amount required to fund the budget as approved. In the event the legislative body of the Provider Unit rejects the budget, it shall be returned for further revision and action, and a revised proposed budget shall be returned to the legislative body of the Provider Unit in not more than seven (7) calendar days after its rejection. The Participating Unit shall have the exclusive right to present any recommendations to the Council which will be received prior to the consideration of the Budget by the legislative

body of the Provider Unit. In addition, the Participating Unit ("Union Township") has the exclusive right to speak at the Public Hearing associated with the Budget and to present any objections, critiques, or alternatives to the Council at said Public Hearing. The Public Hearing is also open to any citizen of Union Township or the City of Auburn. The final adoption of the budget may not take place until the Participating Unit has had the opportunity to be heard on the proposed budget before the legislative body of the Provider Unit.

Section 2.4 Equipment Replacement Fund.

The Equipment Replacement Fund is established.

- a. Recommendations for the expenditures from the Equipment Replacement Fund may be forwarded by the Department or by the executive or legislative body, and may be made in conjunction with the regular annual budget process or at any other time.
- b. Approved recommendations for expenditures from the Equipment Fund shall be forwarded to the legislative body of the Provider Unit, which shall either approve or reject the proposed expenditure in accordance with its regular appropriation procedures.
- c. In the event the proposed expenditure is approved and appropriation is made, subject to any necessary approvals from the DLGF, the approved expenditure shall be forwarded to the Provider Unit's Clerk-Treasurer, and such expenditure shall be made at the appropriate time.
- d. Funds may only be expended from the Equipment Fund upon the approval of the City of Auburn, Indiana. Pursuant to I.C. 36-8-19-8.5(b), if the amount levied in any year for the Equipment Fund exceeds the amount necessary to cover the expenses of the Territory for that year, upon the unanimous vote of the City of Auburn legislative body, such surplus money may be transferred by the Provider Unit to the Operating Fund in an amount not to exceed five percent (5%) of the levy for the Fund.
- e. The Participating Unit covenants and agrees not to levy an amount for the Equipment Fund in excess of the amount permitted by Indiana law.
- f. All assets so purchased shall be held in the name of the Provider Unit.

Section 2.5 Additional Appropriations. If at any time it is determined that an additional appropriation is necessary beyond the appropriations contained in the Territory's current budget, whether such appropriation is from existing funds to become available or from whatever source, such additional appropriation must first be approved by the legislative body of the Provider Unit, which shall either approve or reject the additional appropriation. If the additional appropriation is approved, it shall be submitted to the DLGF for certification of available funds and approval.

Section 2.6 Incurrence of Debt. Any incurrence of indebtedness shall be approved by both the Provider and Participating Unit. The indebtedness must further be approved by the department of local government and finance, in accordance with I.C. 36-8-19-8.5(b). Upon final

approval of the incurrence of any indebtedness by the legislative body of the Participating Unit and the DLGF, a uniform property tax-rate shall be imposed by the Provider Unit throughout the Territory to retire the approved indebtedness in accordance with the terms of the adopted ordinance and resolutions, all in accordance with the provisions of I.C. 36-8-19-8.5 and 9.

ARTICLE III

Duration, Amendment, Addition, Withdrawal and Termination

Section 3.1 Duration. This Agreement shall continue as the binding agreement of the Participating Unit until modified or terminated in accordance with the terms and provisions hereof.

Section 3.2 Amendment. The Participating Unit may, from time to time, revise, change or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, which must be approved and executed by each of the Participating Units in the same manner as this Agreement unless otherwise specifically provided herein. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last of the Participating Units to approve such amendment, or at such other time as is specifically designated in the amendment.

Section 3.3 Withdrawal. If a Participating Unit elects to withdraw from the Territory, the Participating Unit must adopt an ordinance or resolution providing for its withdrawal after January 1 but before April 1 of the calendar year.

Section 3.4 Addition of Participating Unit. The Territory may be expanded to include additional parties and units as follows: The unit or party must be contiguous to the Territory, upon request by the party seeking to join the Territory, adoption of an ordinance by all parties providing for the new boundaries of the Territory, the identity of the Provider Unit and all Participating Units, the agreement to impose a uniform tax rate and the acceptance of the Agreement herein; written acceptance of the Agreement herein (amended); filing of all documents and notices with the required governmental entities. Upon an additional party or unit joining the Territory, an amendment to this Agreement shall be prepared by and executed by all parties. The amendment shall provide for and include all provisions to govern the participation of joining unit.

ARTICLE IV

Miscellaneous

Section 4.1 Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Provider Unit, Participating Unit, and the Department, shall be subject to the laws applicable to this Agreement and to the delivery of fire protection services. The respective rights and responsibilities of the foregoing entities shall be supplemented by any such applicable laws, and to the fullest extent possible, the terms of this Agreement shall govern its interpretation, validity, and performance.

Section 4.2 Severability. If any provision of this Agreement shall be held to be 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 4.3 Ratification. The parties hereby confirm and ratify all actions heretofore taken by the Participating Unit and the Department for the Territory in furtherance of the purpose of this Agreement for the creation and operation of the Territory.

Section 4.4 Approval and Effective Date. This Agreement shall be approved upon the adoption by the fiscal body of the Provider Unit and the Participating Unit 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 DeKalb County Recorder. The effective date of this Agreement shall be the date of recordation of this Agreement with the DeKalb County Recorder. Within sixty (60) days of the effective date, this Agreement shall be recorded with the DLGF for audit purposes pursuant to I.C. 36-1-7-6.

Section 4.5 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 4.6 Survival of Territory: Should the Township form of Government be disbanded and either/or the Township Advisory Board and/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 Indiana 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.

[THIS PAGE IS INTENTIONALLY LEFT BLANK.]

PASSED AND ADOPTED by the Common Council of the City of Auburn, Indiana, this

16 day of March, 2010.

CITY OF AUBURN, INDIANA

By: James Finch
JAMES FINCHUM, Councilmember

ATTESTED: Patricia Miller
Patricia Miller, Clerk-Treasurer

APPROVED AND SIGNED BY me this 16 day of March, 2010.

Norman E. Yoder
NORMAN E. YODER, Mayor

AYE

NAY

Marilyn Gearhart Marilyn Gearhart

David Painter David Painter

James Finchum James Finchum

Richard Stahly Richard L. Stahly

Keith Schrimshaw Keith Schrimshaw

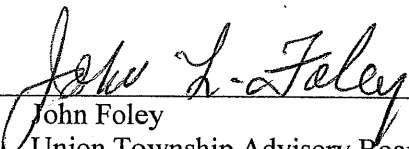
Denny Ketzenberger Dennis L. Ketzenberger

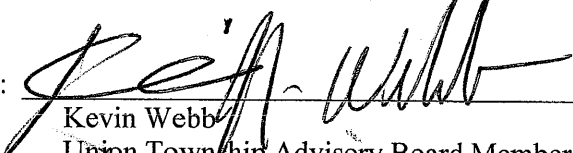
Michael Walter Michael Walter

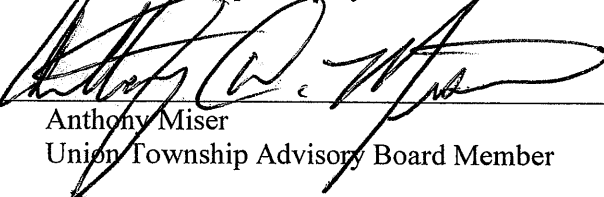
PASSED AND ADOPTED by the Union Township of DeKalb County, Indiana, this

16 day of March, 2010.

UNION TOWNSHIP OF DEKALB COUNTY, INDIANA

By: 
John Foley
Union Township Advisory Board Member

By: 
Kevin Webb
Union Township Advisory Board Member

By: 
Anthony Miser
Union Township Advisory Board Member

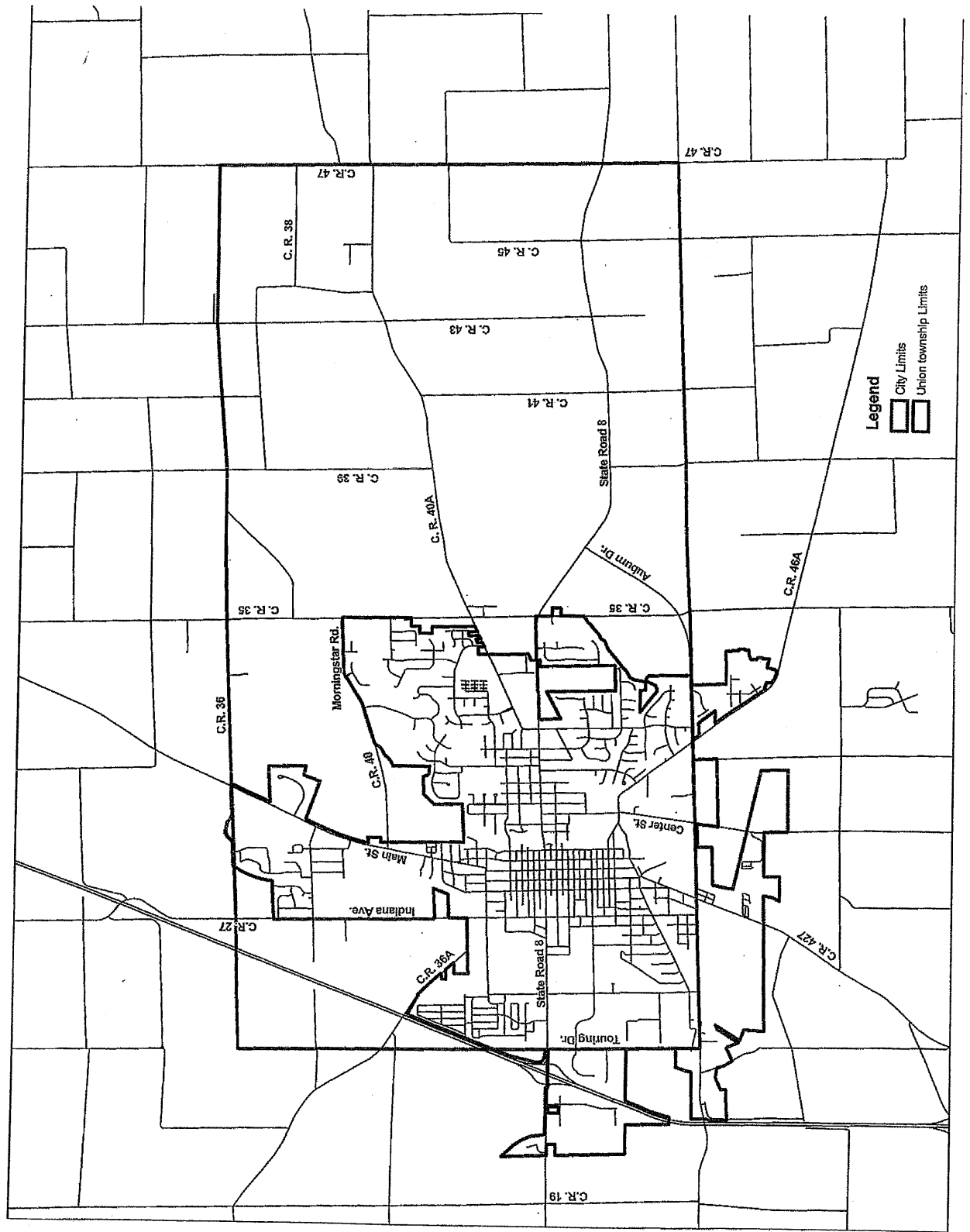
UNION TOWNSHIP TRUSTEE, DEKALB COUNTY, INDIANA


Craig Bassett

EXHIBIT A

Auburn Fire Protection Territory

EXHIBIT "A"





Clerk-Treasurer's Office

PO Box 506 Auburn, Indiana 46706 | 260.925.6450 phone | 260.920.3341 fax | clerktreasurer@ci.auburn.in.us | www.ci.auburn.in.us

Patricia M. Miller
Clerk-Treasurer

CERTIFICATE

I, Patricia M. Miller, the duly elected and acting Clerk-Treasurer of the Municipal City of Auburn, DeKalb County, State of Indiana, do hereby certify that attached thereto is an exact true copy of Resolution No. 2010-01 passed by the Union Township of DeKalb County on the 16th day of March, 2010.



Patricia M. Miller, Clerk-Treasurer
City of Auburn, Indiana



RESOLUTION NO. 2010-01

**UNION TOWNSHIP OF DEKALB COUNTY, INDIANA
BOARD OF TRUSTEES**

**A RESOLUTION REGARDING THE CREATION OF THE
AUBURN FIRE PROTECTION TERRITORY**

WHEREAS, Indiana Code 36-8-19 provides for the creation of fire protection territories by contiguous units of local government; and

WHEREAS, The City of Auburn ("City") currently provides fire protection through the Auburn Fire Department by contract to the Township of Union in DeKalb County; and

WHEREAS, the Common Council of the City and the Trustees of Union Township ("Township") have determined that it would be in the best interests of the citizens of those units of government to enter into an agreement to form a fire protection territory; and

WHEREAS, the City and the Township desire to create a fire protection territory for purposes of fire protection and fire prevention within the boundaries of the territory; and

WHEREAS, following a properly and legally noticed public hearing, the City will adopt an ordinance which is identical to this Resolution;

NOW BE IT RESOLVED by the Board of Trustees of Union Township, DeKalb County, State of Indiana, that

Section 1. Union Township is hereby authorized to enter into an agreement with the City for the establishment of the Auburn Fire Protection Territory ("Territory").

Section 2. The boundaries of the Territory shall be the boundaries of the Township and the boundaries of the City of Auburn.

Section 3. The City shall be the Provider Unit as defined in Indiana Code 36-8-19-3. The City and the Township shall each be a Participating Unit as defined in Indiana Code 36-8-19-2.

Section 4. The contents of the agreement to establish the Territory, including an agreement to impose a uniform tax rate upon all the taxable property within the Territory for fire protection is attached hereto as Attachment A and incorporated herein.

Section 5. There is hereby established the Auburn Fire Protection Territory Fund from which all expenses of operating and maintaining the fire protection services within the Territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents, supplies, contingencies, and all other expenses lawfully incurred within the Territory shall be paid.

Section 6. There is hereby established the Auburn/Union Fire Protection Territory Equipment Replacement Fund to be used to purchase fire protection equipment, including housing, that will be used to serve the Territory. Such fund is to be funded by the imposition of a uniform tax rate upon all the taxable property within the Territory.

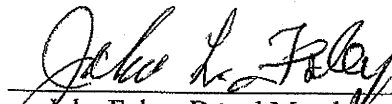
Section 7. The balance of account number eleven (11) is hereby transferred to the Auburn Fire Protection Territory Fund.

Section 8. All prior ordinances, resolutions, or parts thereof inconsistent with any provisions of this resolution are hereby repealed, to the extent of each inconsistency only, as of the effective date of this resolution.

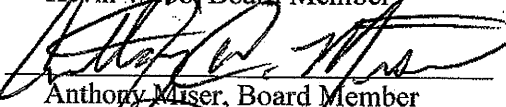
Section 9. This resolution shall take effect July 1, 2010.

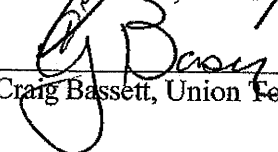
THIS RESOLUTION PASSED AND ADOPTED by the Board of Trustees of Union Township of DeKalb County, Indiana, on the 16 day of March, 2010.

**UNION TOWNSHIP OF
DEKALB COUNTY, INDIANA**

By: 
John Foley, Board Member

By: 
Kevin Webb, Board Member

By: 
Anthony Miser, Board Member

By: 
Craig Bassett, Union Township Trustee

INTERLOCAL COOPERATION AGREEMENT
FOR THE AUBURN FIRE PROTECTION TERRITORY
BY AND BETWEEN THE CITY OF AUBURN, INDIANA AND
THE UNION TOWNSHIP OF DEKALB COUNTY, INDIANA

EFFECTIVE DATE JULY 1, 2010

INTERLOCAL COOPERATION AGREEMENT FOR THE AUBURN FIRE PROTECTION TERRITORY

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Auburn, Indiana ("Auburn") and Union Township of DeKalb County, Indiana ("Union Township"), and shall be effective as of the date of recordation of this Agreement with the DeKalb County Recorder. For purposes of Indiana Code Section 36-19-2 and 36-19-6 the City of Auburn, Indiana and the Township of Union are Participating Units adopting an ordinance or resolution authorizing the unit to become a party to an agreement for the establishment of the Fire Territory. This Agreement is intended further to be effective no later than July 1, 2010, in accordance with Indiana Code.

DECLARATION OF PURPOSE

WHEREAS, Union Township (the "Participating Unit") has adopted an identical resolution to that of the City of Auburn, pursuant to I.C. 36-8-19, to establish the Auburn Fire Protection Territory ("Territory"), as evidenced by Union Township Resolution adopted on March 16, 2010;

WHEREAS, the City of Auburn, Indiana (the "Provider Unit"), has adopted an identical ordinance to that of Union Township, pursuant to I.C. 36-8-19, to establish the Auburn Fire Protection Territory ("Territory"), as evidenced by Ordinance No. 2010-04; adopted by the Common Council of the City of Auburn, Indiana, on March 16, 2010; and

WHEREAS, the City for purposes of describing this agreement is the Provider Unit and Union Township for descriptive purposes in this agreement is the Participating Unit; and

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

WHEREAS, I.C. 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 by entering into a written Interlocal Cooperation Agreement; and the Participating Unit desires to enter into such an agreement and allow the Provider Unit to administer the affairs of the Territory.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

Creation of Fire Protection Territory

Section 1.1 Territory Established. The Participating Unit and the Provider Unit 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 areas within the corporate boundaries of Auburn, Indiana, and all areas within the township boundaries of Union Township, inclusive. It is hereby stipulated that Auburn and Union Township are contiguous to each other. The area contained within the Territory is further illustrated and described on Exhibit A attached hereto.

Section 1.2 Purpose. The Territory has been established for the following purposes:

- a. Fire protection, including the capability for extinguishing all fires that might be reasonably expected because of the types of improvements, personal property, and real property within the territory; and
- b. Fire prevention, including identification and elimination of all potential and actual sources of fire hazard; and
- c. Other purposes or functions related to the fire protection and fire prevention, including public safety, assist in emergency medical response and all other emergency response which furthers the purpose of promoting the health and safety of the citizens located within the Territory.

Section 1.3 Uniform Tax Rate. The Participating Unit (“the City of Auburn, Indiana”) hereby agrees to establish and impose a uniform tax rate upon all of the taxable property within the Territory for the purpose set forth in Section 1.2 above, in accordance with the terms of I.C. 36-8-19-6(c)(3) and 36-8-19-8. The Participating Unit further agrees to 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 Subsection 1.4(b) herein.

Section 1.4 Provider Unit. For all purposes of this Agreement, Auburn 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 an Auburn Fire Protection Territory Operating Fund (the “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 purpose for the Operating Fund and money in the Operating Fund may not be used for any other expenses or purpose;
- b. Establish and maintain an equipment replacement fund (“the 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 and Section 7.4, if applicable, herein;
- c. Establish a uniform tax levy required to fund the estimated budget of the Territory in accordance with I.C. 36-8-19-8(c);
- d. Effect transfers to the Operating Fund and Equipment Fund from sources available to the Provider Unit as provided for in I.C. 36-8-19-8(b), (d) and (e) and 36-8-19-8.5(b);
- e. Through the Provider Unit’s Clerk-Treasurer, receive and deposit in the Operating Fund and Equipment Fund, as 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 Auburn Common Council and/or Auburn Board of Public Works And Safety, as the case may be established herein;

- f. 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 and volunteer firefighters employees providing services to the Territory;
- g. 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 with the approval of the Provider Unit;
- h. Submit an annual report to the City of Auburn and the Union Township Advisory Board, 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. Submission of this report shall coincide with the Provider Unit's annual Indiana report to the State Board of Accounts. The annual report shall include the allocation of interest accrued on the investment of Territory operating balance funds held by the Provider Unit. The annual report to Union Township shall be made in person to the Union Township Board upon request and shall be presented by the City of Auburn Executive Officer and any other relevant individuals associated with the City of Auburn.

Section 1.5 Auburn Fire Department Established. The Participating Unit hereby authorize, direct, ratify and affirm the establishment of the Auburn Fire Department ("Department") by the Provider Unit ("the City of Auburn") to provide fire protection services and fire prevention services, and to perform all other purposes and functions related to the purpose set forth in Section 1.2 hereof. The following provisions shall apply to the administration and operations of the Department.

- a. Full-time members and volunteer 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 Auburn, the Auburn Board of Public Works and Safety, and the City of Auburn.
- b. The number of positions in the Department and their respective salaries shall be determined by the City of Auburn.
- c. The daily operations of the Department, including the scheduling of job assignments and duties for the members of the Department, shall be the

responsibility of the Chief of the Department under the direction of the Mayor and the Auburn 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 Auburn, Indiana, and the Ordinances, personnel policies, and other rules and regulations established by the City of Auburn, Indiana.

Section 1.6 Ordinance Enforcement. The Participating Unit (Union Township) and the Provider Unit (Auburn, Indiana) hereby designate and establish the Provider Unit as the enacting authority and the Auburn Fire Department as the enforcing authority for the Indiana Fire Code and the Indiana Building Code, fire run fee schedule, inspection procedures, and any other fees, ordinances, schedules or permits deemed reasonably necessary to carry out the purpose of the Territory, all to be enforced throughout the Territory in compliance with applicable laws, ordinances and regulations adopted from time to time by the Provider Unit. Except as provided herein, each 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

Fire Territory Budget and Finance Matters

Section 2.1 Recommendation. The Department shall, not later than August 1 of each calendar year, submit to both the City of Auburn, Indiana, and Union Township a proposed budget for the Operating and Equipment Funds of the Territory for the coming budget year, which the proposed budget shall be on Form 1, and follow Indiana Department of Local Government Finance (the "DLGF") procedures. The proposal may contain a reasonable operating balance, not to exceed twenty (20%) of budgeted expenses for the fire services as allowed by I.C. 36-8-19-8(c). The representatives of the Provider Unit shall confer and consult with the Participating Unit on the proposed budget prior to August 1 of each year.

Section 2.2 Board Action. In accordance with the Department of Local Government Finance regulations and Indiana State Code, the Provider Unit shall consider the proposed budget and either approve, reject or modify it by majority vote.

Section 2.3 Action by Provider Unit. In the event the proposed budget is approved as submitted, the budget as approved shall be included with the budget for the Provider Unit, and the legislative body of the Provider Unit shall appropriate the funds contained in the budget and establish a tax levy to be imposed throughout the Territory in an amount required to fund the budget as approved. In the event the legislative body of the Provider Unit rejects the budget, it shall be returned for further revision and action, and a revised proposed budget shall be returned to the legislative body of the Provider Unit in not more than seven (7) calendar days after its rejection. The Participating Unit shall have the exclusive right to present any recommendations to the Council which will be received prior to the consideration of the Budget by the legislative

body of the Provider Unit. In addition, the Participating Unit (“Union Township”) has the exclusive right to speak at the Public Hearing associated with the Budget and to present any objections, critiques, or alternatives to the Council at said Public Hearing. The Public Hearing is also open to any citizen of Union Township or the City of Auburn. The final adoption of the budget may not take place until the Participating Unit has had the opportunity to be heard on the proposed budget before the legislative body of the Provider Unit.

Section 2.4 Equipment Replacement Fund.

The Equipment Replacement Fund is established.

- a. Recommendations for the expenditures from the Equipment Replacement Fund may be forwarded by the Department or by the executive or legislative body, and may be made in conjunction with the regular annual budget process or at any other time.
- b. Approved recommendations for expenditures from the Equipment Fund shall be forwarded to the legislative body of the Provider Unit, which shall either approve or reject the proposed expenditure in accordance with its regular appropriation procedures.
- c. In the event the proposed expenditure is approved and appropriation is made, subject to any necessary approvals from the DLGF, the approved expenditure shall be forwarded to the Provider Unit’s Clerk-Treasurer, and such expenditure shall be made at the appropriate time.
- d. Funds may only be expended from the Equipment Fund upon the approval of the City of Auburn, Indiana. Pursuant to I.C. 36-8-19-8.5(b), if the amount levied in any year for the Equipment Fund exceeds the amount necessary to cover the expenses of the Territory for that year, upon the unanimous vote of the City of Auburn legislative body, such surplus money may be transferred by the Provider Unit to the Operating Fund in an amount not to exceed five percent (5%) of the levy for the Fund.
- e. The Participating Unit covenants and agrees not to levy an amount for the Equipment Fund in excess of the amount permitted by Indiana law.
- f. All assets so purchased shall be held in the name of the Provider Unit.

Section 2.5 Additional Appropriations. If at any time it is determined that an additional appropriation is necessary beyond the appropriations contained in the Territory’s current budget, whether such appropriation is from existing funds to become available or from whatever source, such additional appropriation must first be approved by the legislative body of the Provider Unit, which shall either approve or reject the additional appropriation. If the additional appropriation is approved, it shall be submitted to the DLGF for certification of available funds and approval.

Section 2.6 Incurrence of Debt. Any incurrence of indebtedness shall be approved by both the Provider and Participating Unit. The indebtedness must further be approved by the department of local government and finance, in accordance with I.C. 36-8-19-8.5(b). Upon final

approval of the incurrence of any indebtedness by the legislative body of the Participating Unit and the DLGF, a uniform property tax-rate shall be imposed by the Provider Unit throughout the Territory to retire the approved indebtedness in accordance with the terms of the adopted ordinance and resolutions, all in accordance with the provisions of I.C. 36-8-19-8.5 and 9.

ARTICLE III

Duration, Amendment, Addition, Withdrawal and Termination

Section 3.1 Duration. This Agreement shall continue as the binding agreement of the Participating Unit until modified or terminated in accordance with the terms and provisions hereof.

Section 3.2 Amendment. The Participating Unit may, from time to time, revise, change or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, which must be approved and executed by each of the Participating Units in the same manner as this Agreement unless otherwise specifically provided herein. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last of the Participating Units to approve such amendment, or at such other time as is specifically designated in the amendment.

Section 3.3 Withdrawal. If a Participating Unit elects to withdraw from the Territory, the Participating Unit must adopt an ordinance or resolution providing for its withdrawal after January 1 but before April 1 of the calendar year.

Section 3.4 Addition of Participating Unit. The Territory may be expanded to include additional parties and units as follows: The unit or party must be contiguous to the Territory, upon request by the party seeking to join the Territory, adoption of an ordinance by all parties providing for the new boundaries of the Territory, the identity of the Provider Unit and all Participating Units, the agreement to impose a uniform tax rate and the acceptance of the Agreement herein; written acceptance of the Agreement herein (amended); filing of all documents and notices with the required governmental entities. Upon an additional party or unit joining the Territory, an amendment to this Agreement shall be prepared by and executed by all parties. The amendment shall provide for and include all provisions to govern the participation of joining unit.

ARTICLE IV

Miscellaneous

Section 4.1 Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Provider Unit, Participating Unit, and the Department, shall be subject to the laws applicable to this Agreement and to the delivery of fire protection services. The respective rights and responsibilities of the foregoing entities shall be supplemented by any such applicable laws, and to the fullest extent possible, the terms of this Agreement shall govern its interpretation, validity, and performance.

Section 4.2 Severability. If any provision of this Agreement shall be held to be 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 4.3 Ratification. The parties hereby confirm and ratify all actions heretofore taken by the Participating Unit and the Department for the Territory in furtherance of the purpose of this Agreement for the creation and operation of the Territory.

Section 4.4 Approval and Effective Date. This Agreement shall be approved upon the adoption by the fiscal body of the Provider Unit and the Participating Unit 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 DeKalb County Recorder. The effective date of this Agreement shall be the date of recordation of this Agreement with the DeKalb County Recorder. Within sixty (60) days of the effective date, this Agreement shall be recorded with the DLGF for audit purposes pursuant to I.C. 36-1-7-6.

Section 4.5 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 4.6 Survival of Territory: Should the Township form of Government be disbanded and either/or the Township Advisory Board and/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 Indiana 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.

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PASSED AND ADOPTED by the Common Council of the City of Auburn, Indiana, this

16 day of March, 2010.

CITY OF AUBURN, INDIANA

By: James Finch
JAMES FINCHUM, Councilmember

ATTESTED: Patricia Miller
Patricia Miller, Clerk-Treasurer

APPROVED AND SIGNED BY me this 16 day of March, 2010.

Norman E. Yoder
NORMAN E. YODER, Mayor

AYE

NAY

Marilyn Gearhart

Marilyn Gearhart

David Painter

David Painter

James Finchum

James Finchum

Richard Stahly

Richard L. Stahly

Keith Schrimshaw

Keith Schrimshaw

Denny Ketzenberger

Dennis L. Ketzenberger

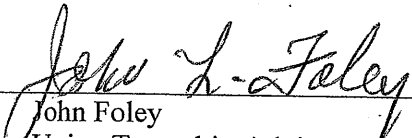
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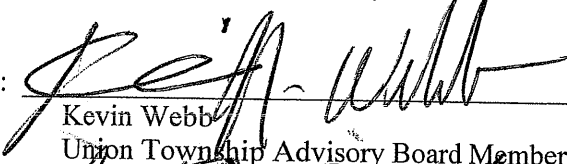
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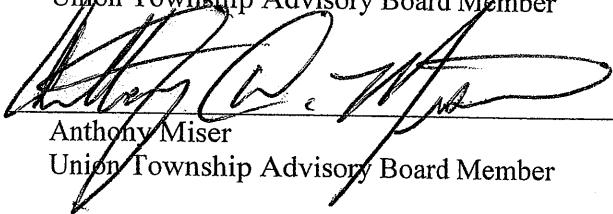
PASSED AND ADOPTED by the Union Township of DeKalb County, Indiana, this

16 day of March, 2010.

UNION TOWNSHIP OF DEKALB COUNTY, INDIANA

By: 
John Foley
Union Township Advisory Board Member

By: 
Kevin Webb
Union Township Advisory Board Member

By: 
Anthony Miser
Union Township Advisory Board Member

UNION TOWNSHIP TRUSTEE, DEKALB COUNTY, INDIANA


Craig Bassett

EXHIBIT A

Auburn Fire Protection Territory

EXHIBIT "A"

