

**AGREEMENT FOR THE ESTABLISHMENT OF THE DELPHI TRI-TOWNSHIP FIRE
TERRITORY**

This agreement is entered into by and between the City of Delphi, Indiana (the "City"), Deer Creek Township, Madison Township and Tippecanoe Township, all of Carroll County, Indiana (collectively, the "Townships") pursuant to Indiana Code 36-8-19-1, et seq. These entities are the Participating Units in the fire protection territory established by this agreement.

The parties agree as follows:

1. Creation of Fire Protection Territory. The parties hereto hereby establish a fire protection territory under the provisions of I.C. 36-8-19 et seq. The fire protection territory shall be known as the "Delphi Tri-Township Fire Territory" (the "Territory"). Within the Territory, the City shall be the Provider Unit. The geographic area constituting the Territory shall include areas within the boundaries of the Townships. A map identifying the area within the Fire Protection Territory is attached hereto as Exhibit A, and made a part hereof.
2. Purpose of the Territory. 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 boundaries of the Territory.
 - B. Fire prevention, including identification and elimination of all potential and actual sources of fire hazards by hazard mitigation; and
 - C. All other purposes or functions related to fire protection, fire prevention and emergency response services, including, but not limited to, rescue operations resulting from entrapment or entanglement and non-transport emergency medical services.
3. Uniform Tax Rates
 - A. The Participating Units, hereby agree to establish and impose a uniform tax rate upon all the taxable property within the Territory for the purposes set forth above, in accordance with I.C. 36-8-19-6(c)(3)(A) and I.D. 36-8-19-7.
 - B. The Participating Units further agree to establish a uniform tax rate upon all taxable property within the Territory for the purpose of funding an equipment replacement fund for the purposes set forth below.
4. Provider Unit Responsibilities. The City, as the Provider Unit, shall do the following:
 - A. Establish and maintain a Delphi Tri-Township Fire Territory Fund (the "Fund") from which all expenses of operating and maintaining fire protection and emergency response services within the Territory, including repairs, fees, salaries, rents, supplies, contingencies, and all other expenses lawfully incurred within the Territory shall be paid.
 - B. Establish and maintain an equipment replacement fund (the "Equipment Fund") for the purchase of fire protection and emergency response equipment which shall be used to serve the Territory, in accordance with I.C. 36-8-19-8.5.
 - C. Annually budget the necessary money to meet the expenses of operation and maintenance of fire protection and emergency response services

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within the Territory, in accordance with I.C. 36-8-19-8(c).

- D. Establish the uniform tax levy required to fund the estimated budget of the Territory in accordance with I.C. 36-8-19-8(c).
 - E. Have the authority to effect transfers to the Fund from sources available to the Provider Unit as provided in I.C. 36-8-19-8(b).
 - F. Receive and deposit in the Fund all sums payable to or on behalf of the Territory and make all necessary disbursements by or on behalf of the Territory from the Fund subject to the availability of an approved appropriation therefore.
 - G. Provide the administration of all employee payroll and benefits related to the operation of the Territory, including the administration of group medical benefits, retirement contributions and benefits, worker's compensation coverage and all other employment benefits for employees providing services to the territory.
 - H. Submit an annual report to the Participating Units, accounting for all receipts and disbursements from the Fund and any other accounts or funds utilized to receive, disburse or hold funds generated for or utilized for the purposes of the Territory no later than the third Tuesday of February in the year immediately following the year for which the report is prepared. The annual report shall include an allocation of interest accrued on the investment of Territory funds held by the Provider Unit.
- 4.5. Executive Board Responsibilities. The Executive Board shall do the following:
- A. Maintain a fire department to provide fire protection, fire prevention, and emergency response services in the Territory;
 - B. Administrate and operate the fire department, including hiring, supervising, staffing, scheduling, disciplining employees and volunteers;
 - C. Establish safety rules and procedures for employees; set the number of positions in the Department and the job descriptions for the positions; set the salaries in conjunction with the budget process described in I.C. 36-8-19-8(c).
 - D. Confirm the appointment of a Fire Chief by the membership of the fire department, who shall have the responsibility and authority for the management, supervision, and direction of the department under the policies and procedures set forth and approved by the Executive Board.
5. Pursuant to I.C. 36-1-7-2(a) and 36-1-7-3(b), the Townships and the City, as Participating Units, hereby transfer and delegate the following specified powers and authority to the Executive Board to further the purposes of this Agreement:
- A. Safety Board. The power to act as the appointing authority and safety board for members of the Department and all other Provider Unit employees included in the Territory's budget, including, without limiting the foregoing, all powers granted under I.C. 36-8-3-4 and 4.1
 - B. Own and Acquire Property. The power to own, acquire and dispose of real and personal property in the name of the Territory in order to provide

for fire protection and prevention and emergency response within the Territory, subject to the availability of an approved appropriation for any acquisition of real or personal property. No real property shall be purchased by the Executive Board after the adoption of a withdrawal resolution by one of the Participating Units unless such purchase is approved thereafter by the legislative body of the Participating Units. The Executive Board may hold the title to the real and personal property in the name of the Territory, the Provider Unit or jointly in the names of all of the Participating Units.

- C. **Contracts.** The power to enter into contracts and leases in the name of the Territory for facilities and services related to the purposes of this Agreement (including, but not limited to, contracts with areas to be served by the Territory), all subject to the availability of an approved appropriation to fund such contracts or leases.
 - D. **Purchasing Agency.** The power to act as the purchasing agency for the Territory for the furtherance of the purposes of this Agreement.
 - E. **Sue and Invoke Remedies.** The authority to sue and defend suits in the name of the Territory and to invoke any legal, equitable or special remedy for the enforcement of any powers vested by law or delegated by this Agreement to the Department or the Territory.
 - F. **Gifts and Donations.** The authority to accept gifts, donations, grants and subsidies to the Territory for fire protection, fire prevention, fire safety and emergency response purposes. Any such gifts, donations, grants and subsidies shall be deposited in the appropriate Territory fund and held and accounted for by the Provider Unit along with other Territory funds.
 - G. **General Authority.** Such additional or incidental authority and power as shall be necessary to accomplish the specified powers and authorities delegated herein, or as is otherwise necessary to accomplish the specified purposes of the Agreement.
6. **Acquisition, Ownership and Disposition of Assets and Joint Facilities.** The Participating Units agree to the following procedures regarding the acquisition, ownership and disposition of assets and joint facilities of the Territory:
- A. **Ownership and Control of Separate Assets.** The Participating Units hereby agree that the equipment, rolling stock, real property and improvements, leasehold interest and other tangible and intangible assets currently owned or utilized by Participating Units for fire suppression and emergency response shall remain the separate property of each Participating Unit, unless specifically agreed in writing by the Participating Units. To the extent that any such separate property is utilized by the Territory or the Department for fire suppression or emergency response purposes, all maintenance, repair, upkeep and other similar expenses related to such separate property shall be included in the budget of the Territory and shall be paid from the Fund. Any improvements or additions to any separately-owned property which are paid for out of Territory funds shall become and remain the separate property of the Participating Unit. The proceeds of sale or disposal of any separately-owned property shall be retained solely by the Participating Unit which owns the property.
 - B. **Acquisition of Assets.** Subject to the availability of an appropriation duly approved by the Provider Unit, the Executive Board shall be authorized to serve as the purchasing agency for the Territory for the furtherance of the purposes of this Agreement and shall acquire all new assets in the name of

the Territory, unless otherwise agreed in writing. Unless otherwise determined by unanimous vote of the Participating Units, the Participating Units delegate to the Chief of the Department the authority to act as purchasing agent for any item which has been included in the then current approved budget of the Territory. All purchases and acquisitions of any equipment, goods or materials for the Territory shall be subject to all provisions of Indiana law applicable to public purchasing.

- C. Disposition of Assets. The Executive Board is authorized to dispose of assets of the Territory in the ordinary course of the Territory's business provided such disposal is made in accordance with laws applicable to governmental entities. In the event of the withdrawal of a participating Unit and/or of the termination of this Agreement, the Executive Board shall prepare a plan for the distribution and disposal of all of the assets and liabilities of the Territory. The termination/disposal plan shall be subject to the unanimous approval of the Executive Board and once approved, shall be submitted for approval to the legislative body of each Participating Unit. Any plan approved by the Executive Board and the legislative body of each Participating Unit shall be carried out by the Executive Board and the Participating Units as approved. In the event a recommendation for distribution and disposal of all assets and liabilities of the Territory is not approved by the Executive Board and each legislative body within ninety (90) days of the first action to terminate this Agreement, any party may submit a request to the Department of Local Government Finance, which shall prepare an equitable plan for distribution and disposal of all assets and liabilities of the Territory, which shall be binding on the parties hereto. All dispositions of Territory assets must be in accordance with the laws applicable to governmental entities of the State of Indiana.

7. Fire Territory Budget and Finance Matters.

- A. Budget Recommendation. The Chief of the Department shall present all budget recommendations for the annual budget of the Territory to the Executive Board no later than July 1 of each calendar year. The Executive Board shall, no later than July 10 of each calendar year, submit to the mayor of the City and the trustees of the townships a proposed budget for all operations of the Territory for the forthcoming budget year, which proposed budget shall contain proposed fees, salaries, rents, supplies, contingencies and all other expenses to be paid from the Fund, as well as all anticipated capital expenditures for fire protection equipment proposed to be expended from the Equipment Fund and any other recommended expenditures. The proposal may contain a proposed reasonable operating balance, not to exceed twenty percent (20%) of budgeted expenses for fire services, as allowed by I.C. 36-8-19-8(c).
- B. Joint Budget Meeting. No later than July 31 of each year, the legislative bodies of each participating Unit shall meet in a joint budget meeting called by the executive of each Participating Unit. Notice of the joint budget meeting shall be published in accordance with law. A majority of each legislative body must be present to constitute a quorum for the joint meeting. At the joint meeting the members of the legislative bodies of each Township shall jointly review and consider the proposed budget for the Territory as submitted by the Provider Unit and shall either approve, reject or modify the proposal by a majority vote of the legislative members of each Township. The proposed budget as approved at the joint budget meeting shall then be referred to the legislative body of the Provider Unit for action as provided below. The Action by Provider Unit described below may occur on the same date as the Joint Budget Meeting, provided that the Townships act on the proposed budget before the City acts on the

budget.

- C. Action by Provider Unit. Upon receipt of a proposed budget approved at a joint budget meeting as provided in Section 7(b), the Territory budget as approved shall be included with the budget for the Provider Unit, and the legislative body 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 that the budget as approved is not included with the Provider Unit's regular budget for any reason, the executives of the Participating Units shall reconvene a joint budget meeting as provided in Section 7(b).
- D. Equipment Replacement Fund. Recommendations for expenditures from the Equipment Fund may be forwarded by the Chief of the Department or by the executive or legislative body of any of the Participating Units to the Executive Board for its consideration, and may be made in conjunction with the regular annual budget process or at any other time. If made in conjunction with the regular budget process, the time frames and procedures set forth in Sections 7(b), 7(c), and 7(d) shall apply. If not made in conjunction with the regular budget process, recommendations for expenditures from the Equipment Fund shall be subject to the same approval process as budget recommendations, on a time frame established by the Executive Board. Funds may only be expended from the Equipment Fund upon receipt of all approvals provided for herein. Pursuant to I.C. 36-8-19-8(c), if the amount levied in any year for the Fire Protection Territory Fund exceeds the amount necessary to cover expenses of the Territory for that year, such surplus money may be transferred by the Provider Unit to the Equipment Fund in an amount not to exceed five percent (5%) of the levy for the Fire Protection Territory Fund.
- E. Additional Appropriations. If at any time it is determined that an additional appropriation is necessary over and above the appropriations contained in the Territory's current budget, whether such appropriation is from existing funds or funds to become available from whatever source, such additional appropriation shall be submitted to a joint budget meeting in accordance with the procedures set forth herein. In the event an additional appropriation is approved pursuant to this section, it shall be approved and submitted by the Provider Unit to the Department of Local Government Finance for certification of available funds and approval.
- F. Incurrence of Debt. A recommendation to incur debt to finance the purchase of fire protection or emergency response equipment or facilities for use by the Territory may be forwarded to the Executive Board by the executive or legislative body of any Participating Unit for consideration and action at any regular or special meeting of the Executive Board. A recommendation to incur debt may be made in conjunction with the regular annual budget process or at any other time. Upon receipt of a recommendation to incur indebtedness pursuant to this Section, the Executive Board shall consider such recommendation at its next regular or special meeting, and shall either approve, modify or reject the recommendation. Approved recommendations to incur indebtedness shall be forwarded to the legislative body of each Participating Unit for consideration and action. Before indebtedness may be incurred, the fiscal bodies of each Participating Unit must adopt identical ordinances or resolutions specifying the amount and purpose of the debt and such indebtedness must be approved in accordance with the current law. Upon the final approval of the incurrence of indebtedness, a uniform property tax rate shall be imposed by the Provider Unit throughout the Territory to retire the approved indebtedness in accordance with the provisions of I.C. 86-8-19-8.5.

G. Joint Annual Meeting. No later than the third Tuesday of February of each year, the legislative bodies of the Townships shall convene for the purpose of receiving the Provider Unit executive's annual report of receipts and disbursements for the prior calendar year for all Territory funds. A majority of each legislative body must be present to constitute a quorum for the joint meeting. At the joint meeting the members of the legislative bodies of the Townships shall receive and take action on the report by a majority vote of the legislative members of each unit. The legislative body of the Provider Unit may not act upon the annual report of Territory funds until receipt of the annual report as acted upon at a joint annual meeting.

8. Duration, Amendment, Withdrawal and Termination

A. Duration. This Agreement shall continue as the binding agreement of the Participating Units until modified or terminated in accordance with the terms and provisions set forth below.

B. Amendment. The Participating Units may, from time to time, alter, 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, approved and executed by each of the Participating Units in the same manner as this Agreement. 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 modification, or at such other time as is specifically designated in the amendment or modification.

C. 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. An ordinance or resolution to withdraw from the Territory shall take effect on July 1 of the calendar year that the ordinance or resolution is adopted. Notwithstanding the foregoing July 1 effective date, in the event of the withdrawal of a Participating Unit, the Participating Units covenant and agree that they will continue to provide fire protection throughout the Territory on the same terms contained in this Agreement through the end of the calendar year during which the ordinance or resolution to withdraw is adopted. In the event of the withdrawal of a Participating Unit from the Territory, the provisions of I.C. 36-8-19-9(c) and 13(b) shall apply, and the Participating Unit shall continue to make all scheduled payments to retire its share of an indebtedness of the Territory incurred while the Participating Unit was a member of the Territory. Prior to the adoption of an ordinance or resolution of withdrawal, any Participating Unit intending to withdraw from the Territory shall be required to give at least sixty (60) days' written notice forwarded by certified mail to the executive of each of the other Participating Units of its intent to consider an ordinance or resolution of withdrawal, and the time, date and place of the meeting at which such ordinance or resolution will be considered.

D. Termination. This Agreement shall terminate if there are not two (2) Participating Units which are parties to this Agreement, with one of such Participating Units designated as the Provider Unit. In the event of termination of this Agreement, the provisions above relating to the disposition of assets shall apply, along with any other laws applicable to such termination.

- E. Additional Parties. Additional Participating Units may be added to the Territory upon the affirmative vote of the legislative body of each Participating Unit and the prospective Participating Unit. In such event a written amendment to this Agreement shall be approved by each participating Unit which shall amend the boundaries of the Territory and address such other matters as are deemed necessary by the Participating Units.
9. Executive Board. The Territory shall have an Executive Board consisting of the executive of each Participating Unit and a fifth member who shall be the Delphi City Clerk-Treasurer. All meetings of the Executive Board shall comply with the provisions of the open door law in Indiana. The Executive Board shall have the authority provided in this Agreement and shall review the budget and advise the Provider Unit on all fiscal matters.
10. Miscellaneous
- A. Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Participating Units shall be subject to the laws applicable to this Agreement and to the delivery of fire protection and emergency response 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 be given their full force and effect. The laws of the State of Indiana shall govern the interpretation, validity, and performance of this Agreement.
 - B. 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.
 - C. Approval and Effective Date. This agreement shall be approved upon the adoption by the legislative body of each Participating Unit of an appropriate ordinance or resolution approving and ratifying this Agreement and shall be effective the following July 1. After approval and execution by the appropriate officers of each Participating Unit this Agreement shall be recorded with the Carroll County Recorder. Within sixty (60) days of the effective date, this Agreement shall be recorded with the Indiana State Board of Accounts for audit purposes pursuant to I.C. 36-1-7-6.
 - D. 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.

(Signature pages following)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the date first set forth above.

CITY OF DELPHI

By: Sh 11K
Shane Evans, Mayor

ATTEST;

Leanne Aldrich
Leanne Aldrich, Clerk-Treasurer

Carolyn Pearson
Carolyn Pearson, City Council President

Brian Garrison
Brian Garrison, City Councilman

Dale Seward
Dale Seward, City Councilman

Mike Shockley
Mike Shockley, City Councilman

Dick Traeger, City Councilman

DEER CREEK TOWNSHIP

By: *Doris McLeland*
Trustee, Doris McLeland

APPROVED BY DEER CREEK TOWNSHIP BOARD:

Joe Mayfield
Board Member, Joe Mayfield

David McCain
Board Member, David McCain

Sherry Mears
Board Member, Sherry Mears

MADISON TOWNSHIP

By: Dwaine Ward
Trustee, Dwaine Ward

APPROVED BY MADISON TOWNSHIP BOARD:

Neal Anderson
Board Member, Neal Anderson

Norman Anderson
Board Member, Norman Anderson

Dee Humbarger
Board Member, Dee Humbarger

TIPPECANOE TOWNSHIP

By: Marcia J. Jura
Trustee, Marcia Jura

APPROVED BY TIPPECANOE TOWNSHIP BOARD:

Shirley Goyer
Board Member, Shirley Goyer

Ruth VanMatre
Board Member, Ruth VanMatre

Rex Wilson
Board Member, Rex Wilson