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**RESTATED INTERLOCAL COOPERATION AGREEMENT
FOR THE BROWNSBURG FIRE TERRITORY
BY AND AMONG
THE TOWN OF BROWNSBURG, INDIANA,
BROWN TOWNSHIP OF HENDRICKS COUNTY, INDIANA
AND LINCOLN TOWNSHIP OF HENDRICKS COUNTY, INDIANA**

EFFECTIVE DATE: September 13, 2002

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**RESTATED INTERLOCAL COOPERATION AGREEMENT
FOR THE BROWNSBURG FIRE TERRITORY**

This Agreement is by and among the Town of Brownsburg, Indiana ("Brownsburg"), Brown Township of Hendricks County, Indiana ("Brown Township") and Lincoln Township of Hendricks County, Indiana ("Lincoln Township"), and shall be effective as of the date of recordation of this Agreement with the Hendricks County Recorder.

DECLARATION OF PURPOSE

WHEREAS, Brownsburg, Brown Township and Lincoln Township (collectively the "Participating Units") have entered into an agreement pursuant to I.C. 36-8-19 to establish the Brownsburg Fire Territory (the "Territory") as evidenced by Ordinance No. 94-14 adopted by the Town Council of Brownsburg on March 24, 1994, Resolution No. 94-1 adopted by the Township Board of Brown Township on March 28, 1994 and Resolution No. 94-1 adopted by the Township Board of Lincoln Township on March 28, 1994; and

WHEREAS, the Participating Units entered into an Interlocal Agreement dated September 14, 1995 and an Amendment to Interlocal Agreement dated December 29, 1998, (collectively the "Original Interlocal Agreement"), which set forth certain terms and provisions of the Participating Units' agreement to establish the Territory; and

WHEREAS, the Participating Units entered into an Interlocal Cooperation Agreement recorded as document #200100007589 with the Hendricks County Recorder on March 26, 2001 (the foregoing Agreement and the Original Interlocal Agreement, collectively, the "Prior Interlocal Agreements"); and

WHEREAS, in order to further clarify, define and amend the agreement of the Participating Units to establish and administer the affairs of the Territory, the parties have agreed to enter into this Restated Interlocal Cooperation 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 Units desire to enter into such an agreement 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 Units 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 Brownsburg, and all areas within the township boundaries of Brown Township and Lincoln Township, inclusive. It is hereby stipulated and agreed that Brown and Lincoln Townships are contiguous to Brownsburg and to each other. The area contained within the Territory is further illustrated and described in 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 boundaries of the Territory;
- b. Fire prevention, including identification and elimination of all potential and actual sources of fire hazards; and
- c. Other purposes or functions related to fire protection and fire prevention; and
- d. All other purposes or functions related to public safety and emergency response which further the purposes of promoting the health and safety of the citizens located within the Territory.

Section 1.3. Uniform Tax Rate. The Participating Units hereby agree to establish and impose a uniform tax rate upon all of the taxable property within the Territory for the purposes set forth in Section 1.2 above in accordance with the terms of I.C. 36-8-19-6(a)(3) and 36-8-19-8. 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 in subsection 1.4(b) below.

Section 1.4 Provider Unit. For all purposes under this Agreement, Brownsburg is hereby designated as the Provider Unit for the Territory (the "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 a Brownsburg Fire Territory Fund (the "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 above described purposes are the sole purposes for the Fund and money in the Fund may not be used for any other expense 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 a 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 Section 7.4 below.
- c. Annually budget the necessary money to meet the expenses of operation and maintenance of the fire protection services within the Territory, in accordance with I.C. 36-8-19-8(c) and the provisions of Article VII below.
- 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) and Section 7.3 below.
- e. Have the authority to effect transfers to the Fund from sources available to the Provider Unit as provided for in I.C. 36-8-19-8(b).
- f. Through the Provider Unit's Clerk-Treasurer, 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. Except as otherwise provided in this Agreement, no disbursements shall be made from the Fund except for claims approved by the Executive Board established below.
- g. Through the Provider Unit's Town Manager, 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. Substantive changes in employee benefits or coverages shall be made only after consultation with the Executive Board.
- h. Through the Provider Unit's Town Manager, provide for and administer all liability insurance coverage for the Territory, the Executive Board, the Safety Board and the personnel and equipment serving the Territory and include as co-insureds on all such policies each Participating Unit, the elected officials of each Participating Unit, the Territory, the Executive Board and its members, the Safety Board and its members, the Department, and any other appropriate party. Substantive changes in liability insurance coverages or carriers shall be made only after consultation with the Executive Board.
- i. Provide to the Territory all dispatching services necessary to provide fire protection and emergency response services in the Territory pursuant to an agreement reviewed and approved annually by the Executive Board.

j. Submit an annual report to the Executive Board, accounting for all receipts and disbursements from the Fund, the Equipment 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 February 15 for the prior calendar year. The annual report shall include the allocation of interest accrued on the investment of Territory funds held by the Provider Unit.

Section 1.5. Department Established. The Participating Units hereby ratify and affirm the establishment of the Brownsburg Fire Territory Department (the "Department") by the Provider Unit to provide fire protection and fire prevention services in the Territory pursuant to this Agreement. The following provisions shall apply to the administration and operations of the Department:

- a. 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 Executive Board and the Safety Board established below.
- b. Members of the Department shall be subject to the rules, procedures and disciplinary actions of the Safety Board established below, which shall serve as the statutory safety board for the Territory.
- c. The number of positions in the Department and their respective salaries shall be determined by the Executive Board established below and shall be approved by the Provider Unit in conjunction with the annual budget process.
- d. The daily operation of the Department, including the scheduling of job assignments and duties for members of the Department, shall be the responsibility of the Chief of the Department under the direction of the Executive Board. Job assignments and work duties shall be designated pursuant to written job descriptions and guidelines adopted by the Executive Board.
- e. The Participating Units have elected to participate in the 1977 Police and Firefighters' Pension and Disability Fund (the "1977 Fund"), and members of the Department shall be eligible to receive 1977 Fund benefits upon qualifying for admission to the Fund. Members of the Department shall not be eligible for any other retirement benefit.

Section 1.6. Ordinance Enforcement. The Participating Units each hereby designate and establish the Provider Unit and the Department as the enacting and enforcing authority for a uniform fire and building code, ambulance fee schedule and fireworks and amusement permitting and inspection procedures to be enforced throughout the jurisdiction of the Territory, all in compliance with pertinent ordinances providing for the same as adopted from time to time by the Provider Unit. Except as provided below, each of the above ordinances shall be enacted and enforced uniformly throughout the Territory by the Provider Unit and the Department on the

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same terms and with the same powers and authority as within the geographic boundaries of the Provider Unit. Nothing in this agreement shall authorize the Provider Unit or the Department to establish or enforce any open burning ordinance or regulation outside of the geographic boundaries of the Provider Unit which is more restrictive than that established by state law.

ARTICLE II

Executive Board

Section 2.1. Established. The Participating Units hereby establish an Executive Board consisting of the executive of each of the Participating Units. The individual serving on the Executive Board must either be the Executive of the Participating Unit, or the Executive may appoint a representative to the Executive Board, which appointee must be a member of the legislative body of the Participating Unit. The general administration of the affairs of the Territory shall be vested in the Executive Board, which shall constitute the joint board required by I.C. 36-1-7-4.

Section 2.2. Term. Each member of the Executive Board shall serve a term which coincides with the member's term as the executive of their respective Participating Unit. Members of the Executive Board shall automatically be succeeded by their successors to the office of the executive of their Participating Unit.

Section 2.3. Chairman. The chairmanship of the Executive Board shall rotate on an annual calendar year basis among the executives from each Participating Unit.

Section 2.4. Secretary. The Executive Board shall appoint a secretary at the first meeting of each calendar year. The Territory Secretary shall report all official meetings of the Executive Board and shall be required to have copies of the minutes of such meetings in the hands of each Board Member a minimum of three (3) days prior to the next regularly scheduled meeting. In addition, the Territory Secretary shall serve as Secretary for the Safety Board established below.

Section 2.5. Regular and Special Meetings. The Executive Board shall conduct a minimum of one (1) regular scheduled meeting per month throughout the calendar year, unless a specific determination is made at a regular or special meeting that any future regular meeting is unwarranted or unnecessary. At the December meeting, the Executive Board shall appoint the Fire Chief of the Department for the next calendar year, and shall conduct such other business as comes before the Executive Board. The Executive Board shall receive and approve, reject or modify the annual budget for the Territory as recommended by the Department, in accordance with Article VII below. Special meetings of the Executive Board may be called at any time by the Chairman or by any two (2) members of the Executive Board.

Section 2.6. Notice of Meetings. Public notice of the date, time and place of all regular or special meetings, executive sessions or of any rescheduled or reconvened meeting of the Executive Board shall be given at least forty-eight (48) hours (excluding Saturdays, Sundays, and

legal holidays) before the meeting. Public notice shall be given by posting a copy of the notice at the building where the meeting is to be held and by depositing notice in the United States mail postage prepaid to all Executive Board Members and to all news media submitting an annual written request for such notices in accordance with I.C. 5-14-1.5-5(b)(2). Written notice for reconvened meetings is not required where announcement of the date, time and place of the reconvened meeting is made at the original meeting and recorded in the minutes thereof. In addition to the foregoing, the provisions of the Indiana Open Door Law, I.C. 5-14-1.5 *et seq.* shall apply to all meetings of the Executive Board, and compliance therewith shall be sufficient to satisfy all notice or other legal requirements under this Agreement.

Section 2.7. Agenda. A written agenda shall be established by the member(s) of the Executive Board responsible for calling the meeting. The agenda shall be placed in the hands of each member a minimum of three (3) days prior to the scheduled meeting date, and shall be posted at the meeting place at the time of the meeting.

Section 2.8. Quorum and Voting. At any meeting of the Executive Board, the presence of all three (3) members of the Executive Board shall be necessary to constitute a quorum. Unless otherwise provided in this Agreement, action by the Executive Board shall be authorized by the affirmative vote of a majority of the members of the Executive Board acting at a properly called meeting at which a quorum is present.

Section 2.9. Public Records. An official record of all meetings of the Executive Board shall be maintained in the Territory's principal office. Accurate memoranda of all meetings shall be kept in accordance with I.C. 5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Executive Board shall be governed by, and all records of the Executive Board shall be maintained in accordance with, I.C. 5-14-3 *et seq.*

Section 2.10. Executive Sessions. The Executive Board may hold meetings in executive session as authorized by and in accordance with the procedures established in I.C. 5-14-1.5. Final action on all matters must be taken at a meeting open to the public in accordance with Indiana law.

Section 2.11. Workshops. The Executive Board shall hold such workshops or administrative meetings for the information and education of Executive Board members and employees servicing the Territory as are deemed necessary from time to time. Unless otherwise allowed under applicable law, all such workshops and administrative meetings shall be open to the public.

Section 2.12. Powers, Duties and Responsibilities. The Executive Board shall have the following powers, duties and responsibilities with respect to the operations of the Territory:

- a. The Executive Board shall have as its primary responsibility the planning and provision of adequate fire protection, fire prevention and emergency response throughout the Territory as provided in the Agreement.

- b. The Executive Board shall receive all reports, papers, recommendations and other materials required to be submitted to the Participating Units under the provisions of this Agreement.
- c. The Executive Board shall have the power to appoint the Chief of the Department, which appointment must be by the unanimous vote of all Board members. The Executive Board shall conduct an evaluation of the Chief of the Department no less than annually.
- d. The Executive Board shall have the power to remove the Chief of the Department by a majority vote of the Board members. The majority vote required by this subsection must include the vote of the Executive of the Provider Unit. In the event the Chief of the Department is removed, he shall be appointed by the Safety Board to the rank in the Department held at the time of appointment as Chief of the Department, or to such rank to which he had been appointed during his tenure as Chief. If such a position is not open, the Chief shall be entitled to the pay of such rank and shall be promoted to that rank as soon as an opening is available.
- e. The Executive Board shall receive, review and take action on the budget for the Territory in accordance with the provisions of Article VII.
- f. In conjunction with the annual budget process, the Executive Board shall determine by majority vote the appropriate reimbursement charge to be paid or credited to the Provider Unit for the administration and dispatch services provided for in subsections 1.4(f), (g), (h) and (i), and shall certify the same to the Provider Unit's Clerk-Treasurer for payment to the Provider Unit from the Fund. The majority vote required by this subsection must include the vote of the Executive of the Provider Unit.
- g. The Executive Board shall determine by majority vote the pro-rata share of the cost of all insurance premiums directly related to the Territory, the Department, the Safety Board, the Executive Board and the personnel and assets of the Territory, as well as any other pro-rated charges related to Territory operations, and shall certify the same to the Provider Unit's Clerk-Treasurer for payment to the Provider Unit from the Fund. The majority vote required by this subsection must include the vote of the Executive of the Provider Unit.
- h. The Executive Board shall adopt by majority vote an annual salary resolution for the personnel serving the Territory, which resolution shall state the number of positions in the Department, their respective base salaries, any incentive, incremental or longevity pay additions, and the salary for a first class firefighter for purposes of the 1977 Police Officers' and Firefighters' Pension and Disability Fund, and which shall include the salaries for all other personnel serving the Territory and the members of the Safety Board. The salary resolution shall be submitted to the Provider Unit for approval in conjunction with the annual budget process. The majority vote required by this subsection must include the vote of the Executive of the Provider Unit.

i. At its regular monthly meeting, the Executive Board shall receive and review monthly Department activity reports, monthly claims registers showing expenditures made on behalf of the Territory, a report of any equipment malfunction, or any other items of concern to the administration of the Territory.

j. The Executive Board shall appoint an attorney for the Territory at the first meeting of each calendar year. The attorney for the Territory shall provide such legal consultation and representation as is deemed necessary by the Executive Board, and shall advise and represent the Executive Board, the Safety Board and the Department as required. The attorney for the Territory shall cooperate and communicate with the attorneys for the Participating Units.

k. The Executive Board shall review the Department's rules and procedures, as established from time to time, no less than annually, and may establish general and special rules and procedures governing the Department and its personnel.

ARTICLE III

Delegation of Specific Powers to Executive Board

Pursuant to I.C. 36-1-7-2(a) and 36-1-7-3(b), the Participating Units hereby transfer and delegate the following specified powers and authority to the Executive Board to further the purposes of this Agreement:

Section 3.1. Own and Acquire Property. Each of the Participating Units delegates to the Executive Board 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.

Section 3.2. Contracts. Each of the Participating Units delegates to the Executive Board 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 agreements for mutual aid with other units), all subject to the availability of an approved appropriation to fund such contracts or leases.

Section 3.3 Purchasing Agent. Each of the Participating Units delegates to the Executive Board the power to act as the purchasing agent for the Territory for the furtherance of the purposes of this Agreement in accordance with Section 6.3 below.

Section 3.4. Sue and Invoke Remedies. Each of the Participating Units delegates to the Executive Board 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, the Executive Board, the Safety Board or the Territory.

Section 3.5. Gifts and Donations. Each of the Participating Units delegates to the Executive Board 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.

Section 3.6. General Authority. In addition to the foregoing, each of the Participating Units delegates to the Executive Board 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 this Agreement.

ARTICLE IV

Safety Board

Section 4.1. Established. The Participating Units hereby establish a Safety Board for the Territory which shall be known as the "Safety Board for the Brownsburg Fire Territory" (hereafter the "Safety Board"). The Safety Board shall have only those powers, duties and responsibilities set forth in this Agreement.

Section 4.2. Membership. The Safety Board shall consist of three (3) members appointed as follows: one (1) member appointed by the Brownsburg Town Council; one (1) member appointed by the Brown Township Trustee; and one (1) member appointed by the Lincoln Township Trustee. The appointees of the Township Trustees are subject to the approval of the respective Township Boards. No appointee to the Safety Board may be an active or retired member of the Department.

Section 4.3. Participating Unit Appointments. Each member appointed to represent Brown and Lincoln Townships shall be appointed by the Township Trustee for a term lasting no longer than the then-current term of the appointing Trustee. The member appointed to represent Brownsburg shall be appointed by the Town Council for a term lasting no longer than four (4) years. Safety Board Members are not prohibited from reappointment to consecutive terms.

Section 4.4. Member Requirements. Each Safety Board member must be at least twenty-one (21) years of age and shall be a legal resident of and property owner in the Territory at the time of his or her appointment and throughout the member's term on the Safety Board. Each member shall take an oath of office to conscientiously discharge the member's duties and affirm that in each appointment or removal made by the Safety Board to or from the Department, the member will not appoint or remove a member based on the political affiliation of the individual or for any other cause or reason outside of the conduct in question or the fitness for duty of the

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member. A signed copy of each member's oath shall be filed with the Safety Board and with the Hendricks County Clerk.

Section 4.5. Salaries of Members. The salary of the Safety Board Members shall be fixed annually by the Participating Units in conjunction with the salary resolution and budget approval process set forth in Article VII below, and shall be payable out of the Fund.

Section 4.6. Removal. Board Members serve at the pleasure of the appointing authority and may be removed by the appointing authority at any time.

Section 4.7. Board Officers. At its first regular meeting each year, the Safety Board shall elect a chairman and vice-chairman from the membership of the Board. The Chairman of the Safety Board shall preside at all meetings of the Board and shall serve as the primary spokesperson for the Board and as its liaison to the Department and the Chief. The Vice-Chairman shall act as Chairman during the absence or disability of the Chairman.

ARTICLE V

Powers and Duties of the Safety Board

Pursuant to I.C. 36-1-7-2(a) and 36-1-7-3(b), the Participating Units hereby transfer and delegate the following specified powers and authority to the Safety Board to further the purposes of this Agreement:

Section 5.1. Rules and Procedures. The Safety Board shall have as its primary responsibility the hiring, promotion, conduct and discipline of the members of the Department all in consultation with the Chief of the Department.

Section 5.2. Directives. Except as otherwise specifically provided in this Agreement, individual members of the Safety Board shall not involve themselves in the daily operations of the Department except where items or incidents of concern become evident to the Board. The Safety Board shall give directives only to the Chief and shall receive only the Chief as the primary representative of the Department, except when a designee of the Chief has been appointed.

Section 5.3. Safety Board. Each of the Participating Units delegates to the 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. Notwithstanding the foregoing, the Executive Board shall retain the right to appoint the Chief of the Department pursuant to Section 2.12(c) above.

Section 5.4. Secretary. The Territory Secretary appointed pursuant to Section 2.4 above shall serve as Secretary to the Safety Board. The Territory Secretary shall report all official meetings of the Safety Board and shall be required to have copies of the minutes of such meetings in the hands of each Safety Board member a minimum of three (3) days prior to the next regularly scheduled meeting.

Section 5.5. Regular and Special Meetings. The Safety Board shall conduct such meetings as are required to fulfill the duties set forth herein. Special meetings of the Safety Board may be called at any time by the chairman or by two (2) members upon written notice as provided for below.

Section 5.6. Notice of Meetings. Public notice of the date, time and place of all regular or special meetings, executive sessions or of any rescheduled or reconvened meeting of the Safety Board shall be given at least forty-eight (48) hours (excluding Saturdays, Sundays, and legal holidays) before the meeting. Public notice shall be given by posting a copy of the notice at the building where the meeting is to be held and by depositing notice in the United States mail postage prepaid to all Safety Board members and to all news media submitting an annual written request for such notices in accordance with I.C. 5-14-1.5-5(b)(2). Written notice for reconvened meetings is not required where announcement of the date, time and place of the reconvened meeting is made at the original meeting and recorded in the minutes thereof. In addition to the foregoing, the provisions of the Indiana Open Door Law, I.C. 5-14-1.5 *et seq.* shall apply to all meetings of the Safety Board, and compliance therewith shall be sufficient to satisfy all notice or other legal requirements required by this Agreement.

Section 5.7. Agenda. A written agenda for each regular or special meeting shall be established by the Chief of the Department and the individual(s) responsible for calling the meeting. The agenda shall be placed in the hands of each Board member a minimum of three (3) days prior to the scheduled meeting date, and shall be posted at the meeting place at the time of the meeting.

Section 5.8. Quorum and Voting. At any meeting of the Safety Board, the presence of two (2) members shall constitute a quorum. Action by the Safety Board shall be authorized by the affirmative vote of a majority of the members acting at a regular or properly called special meeting at which a quorum is present.

Section 5.9. Workshops. The Safety Board shall hold such workshops or administrative meetings for the information and education of Board members and employees servicing the Territory as are deemed necessary from time to time. Unless otherwise allowed under applicable law, all such workshops and administrative meetings shall be open to the public.

Section 5.10. Executive Sessions. The Safety Board may hold meetings in executive session as authorized by and in accordance with the procedures established in I.C. 5-14-1.5 and other applicable laws. Final action on all matters must be taken at a meeting open to the public in accordance with Indiana law.

Section 5.11. Annual Employee Evaluations. Annual employee evaluations for all employees of the Territory shall be completed by the appropriate Department personnel no later than December of every year, and shall be reported to the Safety Board no later than the next subsequent Board meeting.

Section 5.12. Public Records. An official record of all meetings of the Safety Board shall be maintained in the Territory's principal office. Accurate memoranda of all meetings shall be kept in accordance with I.C. 5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Safety Board shall be governed by, and all records of the Safety Board shall be maintained in accordance with, I.C. 5-14-3 *et seq.*

ARTICLE VI

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:

Section 6.1. Ownership and Control of Assets. The Participating Units hereby agree that certain equipment, rolling stock, real property, leasehold interests and other tangible and intangible assets utilized to further the purposes of this Agreement shall be titled and entered into in the name of the Territory and shall be placed in the care and custody of the Executive Board on behalf of the Territory.

Section 6.2. Transfer of Property. The Provider Unit acknowledges that it has transferred to the Territory the title to the equipment and rolling stock listed in Exhibit "B", and that the foregoing assets are now in the care and custody of the Executive Board as provided in Section 6.1. The Participating Units have agreed to the payment, credit and allocation of certain expenses of the Territory in exchange for the transfer of the equipment as set forth in the Prior Interlocal Agreements and Section 7.8 of this Agreement.

Section 6.3. Acquisition of Assets. Subject to the availability of an appropriation duly approved by the Provider Unit pursuant to Article VII below, the Executive Board shall be authorized to serve as the purchasing agent for the Territory for the furtherance of the purposes of this Agreement. The approval of all purchases shall be by the majority vote of the Executive Board, one vote of which must include the vote of the Executive of the Provider Unit. Authority for purchases under \$25,000.00 may be delegated by the Executive Board to designated personnel within the Department or the Provider Unit, but only upon the unanimous vote of the Executive Board. 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.

Section 6.4. Disposition of Assets. The Executive Board is authorized to dispose of assets of the Territory in the ordinary course of the Territory's business by majority vote, one vote of which must include the vote of the Executive of the Provider Unit, and providing such disposal is made in accordance with laws applicable to governmental entities. In the event of the termination of this Agreement, the Executive Board shall prepare a plan for the disposal of all of the assets of the Territory. The termination/disposal plan shall require the unanimous approval of the Executive Board, and once approved, shall be carried out by the Executive Board and the Participating Units as approved. In the event a recommendation for disposal of all assets of the Territory is not approved by the Executive Board, within ninety (90) days of the first action to terminate this Agreement, the matter may be submitted by any Participating Unit to the Circuit Court of Hendricks County for proper resolution and the approval of a termination/disposal plan. All disposition of Territory assets must be in accordance with the laws applicable to governmental entities of the State of Indiana.

ARTICLE VII

Fire Territory Budget and Finance Matters

Section 7.1. Budget Recommendation. The Department shall, no later than June 1 of each calendar year, submit to the Executive Board a proposed budget for all operations of the Territory for the forthcoming budget year, which proposed budget shall contain all proposed fees, salaries, depreciation, 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).

Section 7.2. Executive Board Action. No later than July 1 of each calendar year, the Executive Board shall consider the proposed budget and either approve, reject or modify the proposal by majority vote, one vote of which must include the vote of the Executive of the Provider Unit. In the event of the approval or modification of the proposed budget, the proposed budget shall be referred to the legislative body of the Provider Unit for consideration and action. The legislative body of the Provider Unit may not act on a proposed budget for the operation of the Territory until the receipt of a proposed budget from the Executive Board, unless the legislative body of the Provider Unit determines that an emergency exists.

Section 7.3. Action by Provider Unit. Upon receipt of the approved budget from the Executive Board, the legislative body of the Provider Unit shall either approve or reject the budget proposal in accordance with its regular budget procedures. 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 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 as

approved by the Executive Board, it shall be returned to the Executive Board for further revision and action, and a revised proposed budget shall be returned to the legislative body in no more than seven (7) calendar days after its rejection.

Section 7.4. Equipment Replacement Fund. Recommendations for expenditures from the Equipment Fund may be forwarded to the Executive Board by the Department or by the executive or legislative body of any of the Participating Units, and may be made in conjunction with the regular annual budget process or at any other time. Upon receipt of a recommendation for expenditure from the Equipment Fund, the Executive Board shall consider such recommendation at its next regular or special meeting, and may either approve, modify or reject the recommendation by majority vote. The majority vote required by this subsection must include the vote of the Executive of the Provider Unit. Approved recommendations for expenditures from the Equipment Fund shall be forwarded to the legislative body of the Provider Unit which shall either approve, modify or reject the proposed expenditure in accordance with its regular appropriation procedures. In the event the proposed expenditure is approved and an appropriation is made, subject to any necessary approvals from the State Board of Tax Commissioners, the approved expenditure shall be forwarded to the Provider Unit's Clerk-Treasurer, and such expenditure shall be made at the appropriate time as directed by the Executive Board. In the event the legislative body of the Provider Unit rejects the expenditure, it shall be returned to the Executive Board for further consideration or action. Funds may only be expended from the Equipment Fund upon the approval of the Executive Board and the Provider Unit as provided for herein. Pursuant to I.C. 36-8-19-8(c), if the amount levied in any year for the Fund exceeds the amount necessary to cover expenses of the Territory for that year, upon the unanimous vote of the Executive Board, 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 Fund.

Section 7.5. 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 must first be approved by the Executive Board by a majority vote, one vote of which must include the executive of the Provider Unit, and then be submitted to the legislative body of the Provider Unit which shall either approve or reject the additional appropriation in accordance with its regular procedures. In the event an additional appropriation is approved, it shall be submitted to the State Board of Tax Commissioners for certification of available funds and approval.

Section 7.6. Incurrence of Debt. A recommendation to incur debt to finance the purchase of fire protection 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 by unanimous vote. 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 by the State Board of Tax Commissioners in accordance with I.C. 36-8-19-8(b). Upon the final approval of the incurrence of indebtedness by the legislative body of each Participating Unit and the State Board of Tax Commissioners, 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 and 36-8-19-9.

Section 7.7. Expense Reimbursement. As previously determined by the Prior Interlocal Agreements, and subject to Section 7.8 below, the Provider Unit is currently entitled to receive the annual sum of \$10,000.00 for the payroll, benefits and insurance administration services provided in subsections (f), (g) and (h) of Section 1.4 above (the "Administration Reimbursement"), and \$36,000.00 for the dispatch services provided pursuant to subsection 1.4(i) (the "Dispatch Reimbursement"). In addition, the Provider Unit is to receive the estimated cost of all insurance coverage related to the Territory and the appropriate prorata share of any additional costs to be charged against Territory funds as provided for in this Agreement. All such amounts shall be included in the budget recommendation and the final budget for the Territory, and when approved, shall be payable by the Provider Unit's Clerk-Treasurer from the Fund. The amount of the Administration Reimbursement and the Dispatch Reimbursement set forth herein may be revised on an annual basis, but only upon the unanimous vote of the Executive Board.

Section 7.8. Reimbursement Deferral. As previously evidenced by the Prior Interlocal Agreements, in order to allocate the costs of the equipment transferred to the Territory pursuant to Section 6.2 above, to adjust for certain tax distribution errors in 1996 and 1997 and to adjust for other financial matters among the Participating Units, the Dispatch Reimbursement and the Administration Reimbursement provided for in Section 7.7 (the "Reimbursements") shall be credited to the Territory by the Provider Unit, without the transfer or payment of funds to the Provider Unit, for all budget years commencing with the 1999 budget year and terminating with the 2010 budget year. Payment of the Reimbursements shall resume in the 2011 budget year unless there is a further amendment to this Agreement, or an adjustment to the Reimbursements as provided for herein. In the event the Executive Board adjusts the Reimbursements by unanimous vote, a certification of such adjustment in the minutes of the Executive Board shall automatically serve as an amendment to this Agreement, and the amount of the Reimbursements to be credited pursuant to this section of the Agreement shall be automatically adjusted.

ARTICLE VIII

Duration, Amendment, Withdrawal and Termination

Section 8.1. 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. In the event of the withdrawal of any Participating Unit, this Agreement shall continue to bind the remaining Participating Units.

Section 8.2. 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 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 modification, or at such other time as is specifically designated in the amendment or modification.

Section 8.3. 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. 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. 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 any indebtedness of the Territory incurred while the Participating Unit was a member of the Territory.

Section 8.4. 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 of Section 6.4 above relating to the disposition of assets shall apply, along with any other laws applicable to such termination.

ARTICLE IX

Miscellaneous

Section 9.1. Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Participating Units, the Executive Board, the Territory, the Department and the Safety Board, 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 be given their full force and effect. The laws of the State of Indiana shall govern the interpretation, validity, and performance of this Agreement.

Section 9.2. 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 9.3. Ratification. The Participating Units hereby confirm and ratify all actions heretofore taken by the Participating Units, the Executive Board, the Department and the former Board of Fire Commissioners for the Brownsburg Fire Territory in furtherance of the purposes of this Agreement for the creation and operation of the Territory.

Section 9.4. Prior Interlocal Agreements. Except as modified by the terms of this Agreement, the Participating Units hereby ratify and incorporate Section 5 of the Amendment to Interlocal Agreement dated December 29, 1998, a copy of which is attached hereto as Exhibit "C," as if set forth in full. In all other respects, the terms of the Prior Interlocal Agreements are superceded by this Agreement.

Section 9.4. Approval and Effective Date. This Agreement shall be approved upon the adoption by the fiscal body of each 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 Hendricks County Recorder. The effective date of this Agreement shall be the date of recordation of this Agreement with the Hendricks 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.

Section 9.5. 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.

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 signatories below.

TOWN OF BROWNSBURG, INDIANA

By: Charles E. Rathiff
President, Town Council

ATTEST: Janette M. Bratcher
Town Clerk-Treasurer

DATE APPROVED: 7/25, 2002

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BROWN TOWNSHIP OF HENDRICKS
COUNTY, INDIANA

By: Joyce McClain
Township Trustee

ATTEST: Robert Hanner
Member, Township Board

DATE APPROVED: Aug 12, _____, 2002

LINCOLN TOWNSHIP OF HENDRICKS
COUNTY, INDIANA

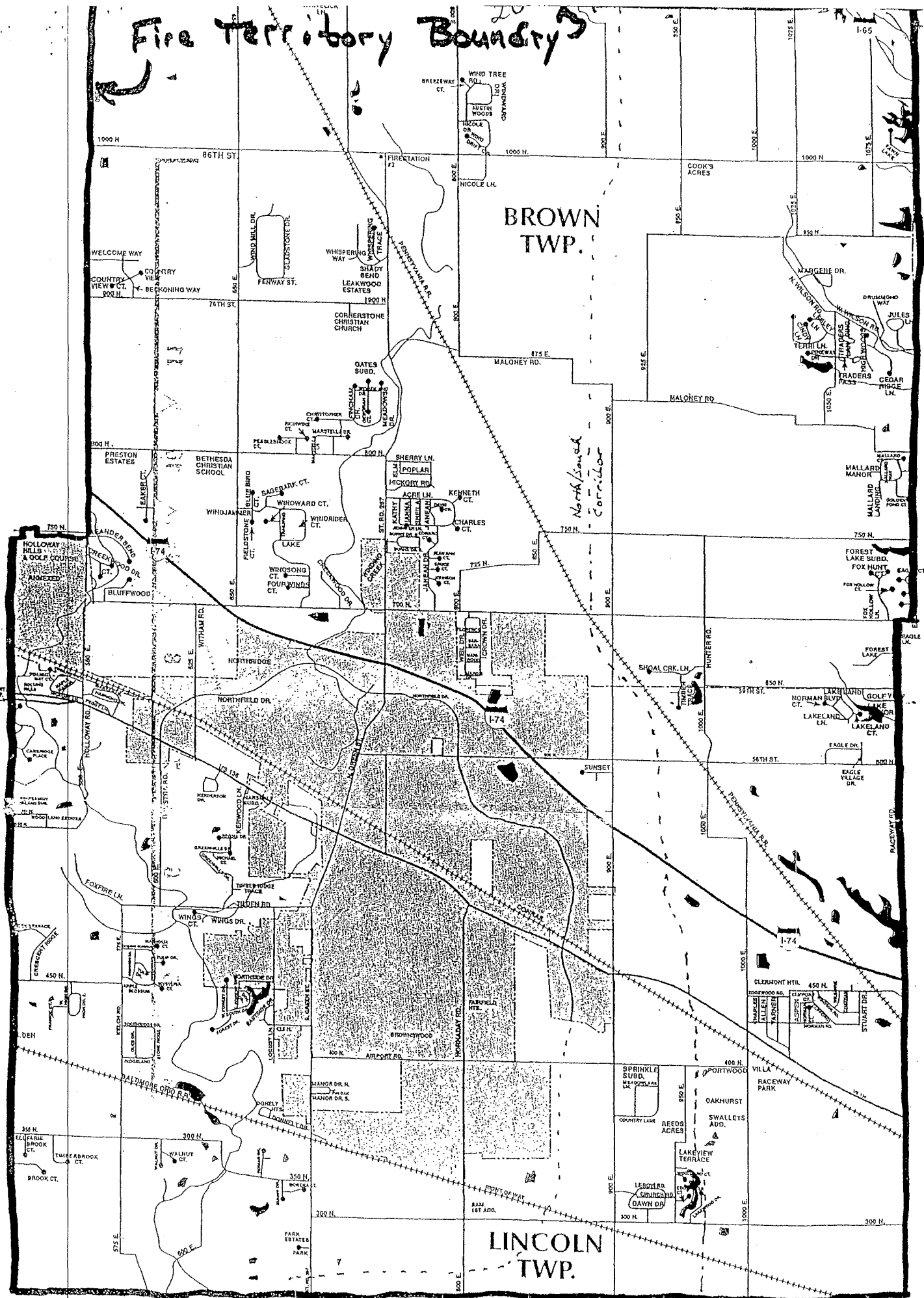
By: Thomas Ryker
Township Trustee

ATTEST: [Signature]
Member, Township Board

DATE APPROVED: ~~July 2~~ _____, 2002
May 14, 2002 AP

This document prepared by: Brian C. Bosma, Kroger Gardis & Regas, LLP, 111 Monument Circle, Suite 900, Indianapolis, Indiana 46204 (317)692-9000.

Fire Territory Boundary



July 27, 1995

TO: Town Council
Township Trustees

FROM: Mark A. White
Town Manager

SUBJECT: Apprasal Fire Department Equipment

We have tried to obtain appraisals on the fire equipment purchased by the Town. We contacted 1) Haag Ford, 2) Bill Porter and 3) Midwest Fire Equipment. Below is a summary of their appraisal:

	#1	#2	#3	Average	↓ 1+2
Engine #1/'86 Pierce	\$ 154,000	\$ 51,000	\$ 85,000	\$ 96,666	68,000
Engine #2/Howe '75	41,500	16,000	15,000	24,166	15,500
Tanker/'87 GMC	102,150	44,000	55,000	67,050	49,500
Rescue/Navistar '92	121,500	100,000	95,000	105,500	97,500
Grass/GMC '78	8,950	7,800	13,500	10,083	10,650
Snorkel/Ford '68	16,200	4,500	8,000	9,566	6,250
Amb 1/'94 Ford	N/A	67,000	N/A	67,000	67,000
Amb 2/ '88 Ford	N/A	60,000	N/A	60,000	60,000
Amb 3/ '87 Chev.	13,650	9,000	N/A	11,325	9,000
'89 Dodge Ram	Book Value			4,000	4,000
'92 Chevy Blazer	Book Value			13,500	13,500
'93 Chevrolet Caprice	Book Value			9,900	9,900
Total				\$ 478,756.	<u>410,800</u>

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9900017527
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 06-09-1999 At 01:38 pm.
AGREE AMEND 19.00
Vol. 125 Pg. 1339 - 1343

AMENDMENT TO INTERLOCAL AGREEMENT

EXECUTED SEPTEMBER 4, 1995 BETWEEN

TOWN OF BROWNSBURG, BROWN AND LINCOLN TOWNSHIPS

THIS AGREEMENT, entered into by and between the Town of Brownsburg, Indiana by and through its Town Council, hereinafter referred to as "Town", and Brown and Lincoln Townships, by and through their Trustees and Advisory Boards, WITNESSETH:

WHEREAS, the parties, acting in concert with one another, have previously created and organized the Brownsburg Fire Territory, hereinafter referred to as the "Fire Territory" pursuant to I.C. 36-8-19; and

WHEREAS, the parties hereto have agreed that there was an error made in the distribution of certain tax revenue which resulted in a reduction in the amount of miscellaneous revenue credited against the Fire Territory's budget, and

WHEREAS, the parties hereto have agreed to correct said error by amending the Interlocal Agreement previously executed on September 14, 1995 between the Town of Brownsburg and Brown and Lincoln Townships (Exhibit A); *Bl 157 p. 460*

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana and specifically as executed by the parties hereto pursuant to I.C. 36-1-7.
2. Legal Requirements. This Agreement and the effectiveness hereof is subject to all necessary legal approvals as follows:
 - a. Approval of the fiscal bodies, by ordinance or resolution, of the Town of Brownsburg, Indiana and Brown and Lincoln Townships, pursuant to I.C. 36-1-7.

b. Recording of the Agreement with the Hendricks County, Indiana Recorder.

In addition, and within a period of no longer than sixty (60) days from the effective date of this Agreement, a copy of same shall be filed with the State Board of Accounts for audit purposes pursuant to I.C. 36-1-7-6.

- 3. Purpose. The purpose of this Agreement is to correct an error in tax revenue distribution for the 1996 and 1997 tax years.
- 4. Duration. The terms of this Agreement shall coincide with terms as outlined under item number 5. Financing.
- 5. Financing. The error in tax revenue distribution shall be redistributed based on the following figures:

A. Amount Due Fire Territory

1996	\$ 540,332.
1997	<u>1,069,144.</u>
Sub-total	\$1,609,476.

B. Less Amount due the Town

Existing Fire apparatus per estimate	< \$ 410,800.>
Cost of Replacement Ambulance	< 134,954.>
Loss on Trailer	< 8,500.>
Credits from net of the 1994 contract and Ambulance payment and receipts	
Brown	9,282.
Lincoln	27,500.

TOTAL CREDIT DUE TERRITORY \$1,092.04.

1,092,004

In order to correct this error, no cost will be charged to the Territory for services provided by the Clerk-Treasurer's office, Dispatch, or the Administrative Offices at the Town Hall (for Group Medical Benefits administration, etc.) for a period not to exceed twelve (12) years (see Exhibit A). This reduction in charges shall commence in the 1999 budget year and terminate with the 2010 budget year. These charges may resume in the 2011 budget year unless there is a further amendment to this Amendment to the Interlocal Agreement.

Additionally, as a result of changes in services or their costs between the Town and the Fire Territory, periodic adjustments to Exhibit A may be necessary. Each of the services need to be shown in the budget calculation and

adjusted on an annual basis if necessary. Exhibit A may be amended in the same manner as the Interlocal Agreement.

- 6. Administration. A. The administration of all rights, responsibilities, and duties hereunder shall be accomplished by the Town Manager of the Town of Brownsburg in conjunction with the Clerk-Treasurer of the Town until such time as all asset values have been credited to the Brownsburg Fire Territory.

B. The administration of the assets transferred as a result of this AGREEMENT shall be accomplished by the Board of Fire Commissioners.
- 7. Ownership of Assets. All assets as noted herein shall be transferred to the Brownsburg Fire Territory.
- 8. Disposition of Property. All property acquired hereunder shall be disposed of at the discretion of the Commission.
- 9. Termination This AGREEMENT and the responsibilities hereunder shall terminate upon the final transfer of the asset value and/or credit revenue distribution to the Brownsburg Fire Territory.
- 10. Severability If any section, clause, paragraph, part or provision of this Amendment to the Interlocal Agreement shall be held invalid, it shall be conclusively presumed that this Amendment to the Interlocal Agreement would have been executed by the parties hereto without such invalid clause, paragraph, part or provision.

IN WITNESS WHEREOF, this agreement has been executed by all parties this 23rd day of DECEMBER, 1998.

Town Council for
Town of Brownsburg, Indiana

BY: James Yarns
President

ATTEST:

J. Brett A. Bunch
Clerk-Treasurer

Brown Township

BY: Joyce McClain
Trustee

Township Board

BY: Steve R. Osterman
President

BY: Doreen M. Damm
Secretary

Lincoln Township

BY: Terrance R. [Signature]
Trustee

Township Board

BY: Melissa J. Turpin
President

BY: Aaron [Signature]
Secretary

EXHIBIT A

Term	Year	Credit	Balance
0	1998	\$ 61,540	\$1,092,004
1	1999	64,617	1,027,387
2	2000	67,848	959,539
3	2001	71,240	888,299
4	2002	74,802	813,497
5	2003	78,542	734,955
6	2004	82,469	652,486
7	2005	86,592	565,894
8	2006	90,921	474,973
9	2007	95,467	379,506
10	2008	100,240	279,266
11	2009	105,252	174,014
12	2010	110,514	63,499*

* This remaining amount will be forgiven with the credit from the Ambulance insurance settlement less expenses of Attorney fees, etc.

Beginning Services Cost:	Administrative	\$ 1,000
	Clerk/Treasurer	20,850
	Dispatch	<u>39,690</u>
	Total	\$61,540

TOWN OF BROWNSBURG
80 EAST VERMONT
BROWNSBURG IN 46112