

ORDINANCE NO. 2025-02

ORDINANCE TO ESTABLISH THE FORT BRANCH – UNION TOWNSHIP FIRE PROTECTION TERRITORY AND TO ADOPT THE FORT BRANCH - UNION TOWNSHIP FIRE PROTECTION TERRITORY INTERLOCAL AGREEMENT

WHEREAS, Ind. Code 36-8-19 permits two (2) or more contiguous units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Union Township of Gibson County, Indiana (the “Township”) and the Town of Fort Branch, Indiana (the “Town”) are contiguous units of government and have determined that it will be in the best interest of the citizens of those units of government to enter into an agreement to form a fire protection territory.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FORT BRANCH, INDIANA THAT:

1. The Town Council hereby joins together with the Township Board, under the provisions Ind. Code 36-8-19, to establish a fire protection territory to be known as the Fort Branch - Union Township Fire Protection Territory (the “Territory”).
2. The Territory shall include the entire area of the Township and the entire area of the Town.
3. The Provider Unit shall be the Union Township of Gibson County, Indiana.
4. Upon the adoption of this Ordinance by the Town, and the corresponding Resolution by the Township, the parties agree that the property tax rates imposed on all taxable property in the Town and Township, for the services provided by the Territory, shall be the same.
5. The Interlocal Cooperation Agreement, in the form attached hereto as Exhibit A, includes the creation of a Fire Protection Territory Fund by the Provider Unit, 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 other expenses lawfully incurred within the territory shall be paid. The funds and money in the fund may not be used for any other expense or purpose, including the payment of debt service or lease rentals on obligations issued or entered into to finance buildings or equipment. The money in the fund may be used to repay any advances made by the Provider Unit to the fund, if any, or to transfers to the Equipment Replacement Fund.
6. The budget for the Fire Protection Fund shall be approved by the Township Board, subject to the procedure detailed in the Interlocal Agreement. The budget shall be set in an amount sufficient to meet the expenses of operation and maintenance of fire protection services within the territory and to maintain an appropriate operating reserve. After adoption of

the fire protection budget, the participating units shall establish the tax levy required to fund the budget, as estimated by the Provider Unit, subject only to any applicable property tax levy controls.

7. The Interlocal Agreement includes the establishment of an Equipment Replacement Fund, to be used to purchase fire protection equipment, including housing. There shall be a separate levy, on all taxable property.

8. The Interlocal Agreement provides for the establishment of a Territory Executive Board ("Executive Board") which shall perform certain administrative, planning, and operating business of the Territory with the involvement of the participating units subject to the terms of the Interlocal Agreement.

9. The participating units designate and establish the Provider Unit as the enforcing authority for any uniform fire and building codes of the County or State applicable within the Territory, any ordinances or resolutions of the Participating Unit, ambulance fee schedule, fireworks or amusement permitting and inspection procedures to be enforced throughout the Territory, including but not limited to Ind. Code § 36-8-17-7 and collect any fines or penalties payable to the Territory for violations of any such laws or ordinances, all in compliance with relevant resolutions providing for same adopted by the Provider Unit or identical ordinances and resolutions adopted by each Participating Unit as recommend by the Executive Board, as defined herein, each of which shall be enacted and enforced uniformly throughout the Territory by the Provider Unit on the same terms and with the same powers and authority as provided to the Territory by the participating units.

10. The Interlocal Agreement authorizes the participating units to do all other acts provided under the provisions of Ind. Code 36-8-19 not otherwise agreed upon or limited by the Interlocal Agreement.

11. Union Township shall continue to provide fire protection services within the corporate limits of Fort Branch until the provision of services by the Territory under the Interlocal Agreement commences.

12. All previous agreements for the provision of fire protection between the Township and the Town are hereby repealed.

13. All prior ordinances or parts thereof that are inconsistent with any provisions of this Ordinance are hereby repealed.

14. A copy of the Interlocal Agreement is attached hereto and included as part of and incorporated by reference into this Ordinance and enforceable as an Ordinance of the Town and pursuant to the Laws of the State of Indiana.

This Ordinance, as amended, is hereby adopted on second reading at the duly noticed meeting of the Fort Branch Town Council, held this 3rd of March, 2025.

**TOWN COUNCIL
TOWN OF FORT BRANCH, INDIANA**



Sandra Birch
Sandra Birch, President

[Signature]
Scotty Delong

Robert A Reinhart
Robert Reinhart

Attest:
Stacy H. Elpers
Stacy Elpers, Clerk-Treasurer

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UNION TOWNSHIP,
GIBSON COUNTY, INDIANA AND THE TOWN OF FORT BRANCH, INDIANA, FOR
THE FORT BRANCH - UNION TOWNSHIP FIRE PROTECTION TERRITORY**

This Interlocal Cooperation Agreement (“Agreement”) is being entered into by and between the Town of Fort Branch, Indiana (the “Town”), by and through its Town Council (the “Town Council”) and Union Township, Gibson County, Indiana (the “Township” or “Provider Unit”) by and through its Township Board (the “Township Board”) and shall be effective as of date of recordation of this Agreement with the Gibson County Recorder.

For the purposes of Ind. Code § 36-8-19-2 and Ind. Code § 36-8-19-6, the Town of Fort Branch, Indiana, and Union Township, Gibson County, Indiana, are Participating Units adopting an ordinance or resolution authorizing each respective unit of government to become a party to an agreement for the establishment of a fire protection territory. This Agreement is intended further to be effective no later than July 1, 2025, in accordance with Indiana Code, with the provision of services to the Territory beginning no later than July 1, 2026.

DECLARATION OF PURPOSE

WHEREAS, the Town, by and through its Town Council, has adopted an ordinance pursuant to Ind. Code § 36-8-19, to establish the Fort Branch - Union Township Fire Protection Territory (“Territory”), as evidenced by Ordinance No. 2025-02 adopted by the Town Council of the Town of Fort Branch, Indiana, on the 3rd day of March, 2025; and

WHEREAS, the Township, by and through its Township Board, has adopted a resolution identical to the aforementioned ordinance adopted by the Town to establish the Fort Branch - Union Township Fire Protection Territory, as evidenced by Resolution No. 2025-01, adopted by the Township Board of Union Township, Gibson County, Indiana, on the 3rd day of March, 2025; and

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

WHEREAS, Ind. Code § 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 entering into a written Interlocal Cooperation Agreement; and

WHEREAS, the Town and Township are desirous of entering into an Interlocal Cooperation Agreement related to the operation and governance of the Fort Branch – Union Township Fire Protection Territory.

NOW, THEREFORE, the Town of Fort Branch, Indiana, and Union Township, Gibson County, Indiana, do hereby mutually agree as follows:

ARTICLE I: CREATION OF THE FORT BRANCH-UNION TOWNSHIP FIRE PROTECTION TERRITORY

Section 1.1. Territory Established. The Town and Township hereby establish the Territory as a fire protection territory under the provisions of Ind. Code 36-8-19, *et seq.* The geographic area constituting the Territory shall include all of the areas within the corporate boundaries of the Town of Fort Branch, Indiana, and all areas within the township boundaries of Union Township, Gibson County, Indiana.

Section 1.2. Purposes of the Territory. In accordance with Ind. Code § 36-8-19-5, the Territory is hereby established for the following purposes:

- a. Fire protection, including the capability for extinguishing all fires that may 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, inspection and elimination of all potential and actual sources of fire hazard; and
- c. Other purposes or functions related to fire protection and fire prevention including, but not limited to, providing emergency medical services.

Section 1.3. Uniform Tax Rate. The Town and Township hereby agree to establish and impose a uniform tax rate upon all taxable property within the Territory for the purposes set forth in Section 1.2 above, in accordance with the terms of Ind. Code § 36-8-19-6(c)(3)(A) and Ind. Code § 36-8-19-8. The Town and Township further agree to also establish a uniform tax rate upon all taxable property within the Territory for the purpose of funding an equipment replacement fund pursuant to Ind. Code § 36-8-19-8.5 for the purpose set forth in Section 1.4(b) of this Agreement.

Section 1.4. Provider Unit. For the purposes of this Agreement, the Township 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 have the following powers and obligations:

- a. Establish and maintain the Fire Protection Territory Fund ("Operating Fund") as provided under Section 3.2;
- b. Establish and maintain the Fire Protection Territory Equipment Replacement Fund ("Equipment Replacement Fund") as provided under Section 3.3;

c. Establish a uniform tax levy required to fund the estimated budget of the Territory in accordance with Ind. Code § 36-8-19-8(c);

d. Effect transfers to the Operating Fund and Equipment Replacement Fund from sources available to the Provider Unit and/or the Participating Units(s) as provided for in Ind. Code § 36-8-19- 8(b), (d) and (e), Ind. Code § 36-8-19-8.5(b), and Ind. Code § 36-8-19-8.6.

e. 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;

f. Act as the purchasing agent for the Territory for the furtherance of the purposes of this Agreement;

g. Through the Provider Unit's Board, receive and deposit in the Operating Fund and Equipment Replacement Fund, if 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 Replacement Fund. Except as otherwise provided in this Agreement, no disbursements shall be made from the Operating Fund or Equipment Replacement Fund except for claims approved by the Township Board, as the case may be established herein;

h. Through the Provider Unit's Board, 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 firefighters providing services to the Territory;

i. Through the Provider Unit's Board, 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, and any other appropriate party. Substantive changes in liability insurance coverage or carriers shall be made only after consultation and approval of the Executive Board, as established under Article II; and

j. Submit an annual report to the Town Council, the Township Board, and the Executive Board, including an accounting for all receipts and disbursements from the Operating Fund, the Equipment Replacement Fund and any other accounts or funds utilized to receive, disburse or hold funds generated or utilized for the purpose of the Territory. The annual report shall include the allocation of interest accrued on the investment of Territory operating balance funds held by the Provider Unit.

Section 1.5. Ordinance Enforcement. The Participating Units hereby designate the Provider Unit, acting through one or more fire departments, as the enforcing authority for the Indiana Fire Code within the geographical boundaries of the Territory. The Participating Units

further hereby agree that the Provider Unit, acting through one or more fire departments, shall also be the enforcing authority for all fire safety inspection procedures, and any other fees, ordinances, schedules or permits deemed reasonably necessary to carry out the purposes of the Territory. The Provider Unit's enforcement of all of the aforementioned procedures, fees, ordinances, schedules or permits within the Territory shall be done in compliance with all applicable laws, ordinances and regulations adopted from time to time by the Provider Unit. Except as otherwise provided herein, all of the foregoing ordinances for code, schedules and procedures shall be enforced uniformly throughout the Territory by the Provider Unit on the same terms and with the same powers and authority as within the geographical boundaries of the Provider Unit.

ARTICLE II: BOARD OF DIRECTORS

Section 2.1. Board of Directors. The Territory shall be governed by a three (3) member Board of Directors ("Executive Board"). The Executive Board shall provide for general administrative and executive decisions of the Territory subject to budget approval, appropriation, and other financial requirements provided herein and pursuant to Ind. Code 36-8-19, *et seq.* Membership will consist of the following:

- a. One (1) resident of the Town of Fort Branch, selected by the Town Council;
- b. One (1) resident of Union Township, selected by the Union Township Board who does not reside in any incorporated area of Union Township; and
- c. The Union Township Trustee.

The Clerk-Treasurer of the Town shall additionally serve as an *ex officio*, non-voting member, except that the Clerk-Treasurer may vote to break a tie.

Section 2.2. Terms of Board Members.

a. The Executive Board members shall serve one (1) year terms on the Executive Board. All terms for members of the Executive Board shall expire on December 31.

b. A member of the Executive Board who holds their position by virtue of an elected position shall be considered automatically resigned when the member is no longer an elected official of their respective Unit.

c. Each Board member may receive not more than one hundred dollars (\$100) a day for each day devoted to the work of the Territory. In addition, each Board member may be reimbursed for actual expenses, including traveling expense at a rate equivalent to that provided by statute for state employees. Claims for expense reimbursement must be accompanied by an itemized written statement and approved by a recorded motion of the Board.

d. The Executive Board shall appoint, from its membership, a Chairperson, Vice Chair, Secretary, and any other such officers it deems appropriate during the first meeting of each calendar year. The Vice Chair will act for the Chair or Secretary in the event of either of

their absences. Officers may be replaced by a vote of the Executive Board at any duly called meeting.

Section 2.3. Frequency of Executive Board Meetings. The Executive Board shall meet on a quarterly basis, unless otherwise decided by the Executive Board, in order to review activity reports, quarterly claim registers showing expenditures on behalf of the Territory, reports of equipment malfunction and any other items of business or concern related to the administration of the Territory.

Section 2.4. Open Door Law. All meetings of the Executive Board shall be conducted in conformance with the requirements of Indiana's Open Door Law.

Section 2.5. Removal of Board Members. Members of the Executive Board may be removed for cause by the entity appointing each such member. For purposes of this section, the term cause shall be defined to include the following:

- a. Being absent from three (3) consecutive Executive Board meetings;
- b. Violation of any federal or state law;
- c. Conduct adversely affecting the Territory;
- d. Any neglect of duty, incompetence, insubordination or misconduct in discharging any of the Executive Board's duties and responsibilities under this Agreement.

Section 2.6. Powers and Duties of the Board of Directors. The Executive Board shall have the following powers and duties:

- a. The Executive Board shall be primarily responsible for the planning and provision of adequate fire protection, emergency medical services, fire prevention and other emergency response services within the geographical boundaries of the Territory that has not otherwise been delegated to the Provider Unit.
- b. The Executive Board shall receive, review and take action on the budget for the Territory in accordance with the provisions of Section 3.1.
- c. The Executive Board shall receive and review monthly activity reports, claims registers showing expenditures made on behalf of the Territory, and any other items of concern to the administration of the Territory.
- d. The Executive Board shall adopt an annual salary resolution for personnel serving the Territory. The resolution shall state the number of positions, respective base salaries, any incentive or incremental pay additions, and salaries for first class firefighters, which shall include salaries, fees, volunteer pay or pay-per-run arrangements for all other personnel serving the Territory. The salary resolutions shall be submitted to the Provider Unit for approval in conjunction with the annual budget process.

Section 2.7. Delegation of Specific Powers to the Board. Pursuant to Ind. Code § 36-1-7-2(a) and (b), and Ind. Code § 36-1-7-3, the Participating Units hereby transfer and delegate to the Executive Board the following specified powers and authority to further the purposes of this Agreement:

a. **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.

b. **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 Provider Unit, the Executive Board, or the Territory.

c. **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. None of the Participating Units shall otherwise engage in fundraising or accept gifts, donations, grants or subsidies for firefighting services.

d. **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 III: BUDGET AND FINANCES

Section 3.1. Budget Procedures.

a. **Budget Recommendation.** The Provider Unit shall, on or before the 15th day of May, 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 Operating Fund, as well as all anticipated capital expenditures for fire protection equipment proposed to be expended from the Equipment Replacement Fund and any other recommended expenditures. The proposal may contain a proposed reasonable operating balance, not to exceed one hundred twenty percent (120%) of the budgeted expenses for fire services as allowed by Ind. Code § 36-8-19-8(c) or otherwise permitted by law.

b. On or before June 15th of each calendar year, the Executive Board shall consider the proposed budget and either approve or reject with modifications the proposal by a

majority vote. In the event of the approval or modification of the proposed budget, the proposed budget shall be referred to the legislative body of each Participating Unit other than the Provider Unit for consideration.

c. On or before July 15th of each calendar year, each Participating Unit other than the Provider Unit shall either accept the Executive Board's recommended Budget or submit its recommended modifications back to the Executive Board for reconciliation.

d. On or before August 15th the Executive Board shall submit a reconciled Budget to the Provider Unit incorporating the changes suggested by the Participating Unit(s), if any, or submit a Budget with an explanation of why it did not accept the Participating Unit's recommendations to the Provider Unit.

e. The Provider Unit shall either adopt the recommended Budget or reject it with modifications on or before September 1st, returning it to the Executive Board for final reconciliation. The Executive Board must then either reconcile the Provider's recommended modifications or decline to modify with written explanation, and submit its final Budget to the Provider on or before September 15th of each year.

f. If any of the Participants or the Executive Board fail to submit responses or comments pursuant to the timeline prescribed in this section, the Provider Unit shall adopt a budget using its sound discretion to incorporate recommendations of the Executive Board and maintain compliance with State budgeting requirements.

g. In the event the proposed budget is approved it shall be included with the budget for the Provider Unit, and it 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 approved budget.

Section 3.2. Fire Protection Territory Fund and Equipment Replacement Fund.

a. The Provider Unit shall establish a Fire Protection Territory Fund (the "Operating Fund"). All expenses of operating and maintaining the fire protection services within the Territory, including repairs, fees, salaries, equipment, depreciation on all depreciable assets, rents, supplies, contingencies, and other expenses lawfully incurred within the Territory shall be paid from the Operating Fund. Except as provided in this Agreement or at law, the Operating Fund may not be used for any other expenses.

b. The following monies shall be deposited into the Operating Fund, as received by the Participating Units:

i. All receipts from taxes imposed by the Participating Units to fund the expenses described in this Section, including all funds received from the Local Income Tax (LIT) distribution that are attributable to each Participating Unit's fire levy;

ii. Any money transferred to the Operating Fund by the Provider Unit

if any;

iii. Any receipts from false alarm fees, spill fees, or other fees imposed under Ind. Code § 36-8-13-4;

iv. Any other fees or charges, not otherwise designated for specific purpose by statute, collected by reason of the providing of firefighting, emergency medical, permitting and license, inspection, fines and penalties, or ambulance services by the Territory;

v. Any donations, grants, gifts, or other funds designated for use by the Provider Unit.

Section 3.3. Equipment Replacement Fund and Excess Levy. The Participating Units agree to the establishment of an Equipment Replacement Fund, to be used for the purchase and maintenance of firefighting apparatus, equipment, vehicles, and facilities used to serve the Territory. Recommendations for expenditures from the Equipment Replacement Fund may be forwarded to the Executive Board by the Department or by 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 Replacement 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. Approved recommendations for expenditures from the Equipment Replacement Fund shall be forwarded to the Provider Unit which shall 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 Indiana Department of Local Government Finance, if required, the approved expenditure shall be forwarded to the Provider Unit's Fiscal Officer or legislative body, 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 Replacement Fund upon the approval of the Executive Board and the Provider Unit as provided for herein. Pursuant to Ind. Code § 36-8-19-8.5(b)(3), 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 recommendation of the Executive Board to the Participating Units and the approval of all the Participating Units, such surplus money may be transferred by the Provider Unit to the Equipment Replacement Fund in an amount not to exceed five percent (5%) of the levy for the Fund.

Section 3.4. 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 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 Indiana Department of Local Government Finance, if required.

Section 3.5. Uniform Tax Rate. The Participating Units agree to establish and impose a uniform tax rate upon all of the taxable property within the Territory in order to generate sufficient funds for the purposes set forth in Section 1.2 above in accordance with the terms of Ind. Code §36-8-19-6 and Ind. Code § 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 herein.

Section 3.6. 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, subject to approval, if required by the State of Indiana, in accordance with Ind. Code § 36-8-19- et seq. and/or any other applicable law at such time. Upon the final approval of the incurrence of indebtedness by the legislative body of each Participating Unit, 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 Ind. Code § 36-8-19-8 and Ind. Code § 36-8-19-9.

Section 3.7. Township Funds. Any balance remaining in the Union Township Fire Protection Fund and Cumulative Fire Fund, upon the Effective Date of this Agreement, shall remain within and under the control of Union Township and shall be disbursed at the discretion of the Township for any lawful purpose.

Section 3.8. Personal Property. The Participating Units may have certain assets, including firefighting apparatus and equipment (but excluding real property) that will be used to provide fire protection and emergency services for the Territory. These assets shall be transferred to the Territory pursuant to Section 4.1. If any Participating Unit has incurred any debt in the acquisition of firefighting assets prior to establishing the Territory, that respective Participating Unit will be responsible for repaying its respective debts unless agreed otherwise in writing.

Section 3.9 Real Property. The Participating Units may have certain real property including real property, buildings, and fixtures thereon, which will be used to provide fire protection and emergency services for the Territory. These assets shall remain the sole property of the respective Participating Units unless otherwise agreed to in writing by the parties, but shall be leased to the Territory pursuant to Section 4.2.

ARTICLE IV: TRANSFER OF PROPERTY AND EQUIPMENT TO THE FIRE PROTECTION TERRITORY

Section 4.1. Transfer of Property. Within ninety (90) days of the parties' execution of this Agreement, the Town and Township shall prepare and exchange an itemized list of all personal and real property owned by the parties that will be transferred to the Territory. Within sixty (60) days of the parties exchanging the aforementioned lists of property to be transferred to the Territory, the Town and Township shall reach agreement concerning how all such property will be transferred to the Territory. It is hereby agreed and acknowledged by the Town and Township that upon the establishment of the Territory both parties intend to convey title to all personal and real property currently owned by either party and used for fire protection, fire prevention and/or the provision of emergency medical services to the Provider or Territory as permitted by law.

Section 4.2. Lease of Real Property. Within ninety (90) days of the parties' execution of this Agreement, the Town and Townships shall prepare and exchange a list of all real property owned by the parties that will be utilized by the Territory for fire protection, fire prevention and/or the provision of emergency medical services. Within sixty (60) days of the parties exchanging the aforementioned lists of property to be transferred to the Territory, the Town and Townships shall reach agreement concerning how all such property will be leased to the Territory. It is hereby agreed and acknowledged by the Town and Townships that upon the reestablishment of the Territory both parties intend to lease all real property currently owned by the and used for fire protection, fire prevention and/or the provision of emergency medical services to the Territory for the duration of the Agreement.

Section 4.3. Reversion of Title to Property Upon Dissolution of Territory. Pursuant to Ind. Code § 36-8-19-15, upon the dissolution of the Territory any real property transferred to the Provider Unit by any Participating Unit shall revert to the Participating Unit that transferred such real property. Upon the dissolution of the Territory, title to all personal property owned by either the Town or Township prior to the establishment of the Territory shall be conveyed back to the party owning such equipment prior to the establishment of the Territory. All real and/or personal property acquired by the Territory with funds from the Operating Fund or the Equipment Replacement Fund during the existence of the Territory shall be divided pro rata between the Participating Units in the same proportion as the Participating Units contributed to Operating Fund during the most recent five (5) years in which the Territory existed.

ARTICLE V: DURATION, AMENDMENT, ADDITION, WITHDRAWAL AND TERMINATION

Section 5.1. Duration. This Agreement shall continue as the binding agreement of the parties until modified or terminated in accordance with the terms and provisions hereof.

Section 5.2. Amendment. This Agreement may be amended in writing upon the

approval of both the Town and Township.

Section 5.3. Withdrawal, Dissolution and Winding Up.

a. Pursuant to Ind. Code § 36-8-19-13, any Participating Unit may withdraw from the Territory, by passing an appropriate resolution or ordinance after January 1 but before April 1, providing for the withdrawal. If any Participating Unit has adopted an ordinance or resolution after January 1 and before April 1 to withdraw from the Territory, any remaining Participating Unit may also adopt an ordinance or resolution to withdraw from the Territory before the later of (i) April 1, or (ii) the date occurring thirty (30) days after the date the first unit Participating Unit adopted the ordinance or resolution to withdraw from the Territory. An ordinance or resolution adopted under Ind. Code § 36-8-19-13 is effective January 1 of the year immediately following the year in which the ordinance or resolution is adopted.

b. In the event that a Participating Unit withdraws from the Territory, the responsibility of the Territory to provide fire protection and emergency medical services to that Participating Unit shall cease as of midnight, December 31st of the year in which the Agreement is terminated.

c. In the event that a Participating Unit withdraws from the Territory, any balances remaining in the Operating Fund or the Equipment Replacement Fund after the payment of all outstanding bills and of any transfers made by the Provider Unit shall be divided pro rata between the withdrawing Participating Unit and the remaining Participating Units in the same proportion as the Participating Units contributed to the Operating Fund during the most recent complete calendar year in which the Territory existed. If the balances remaining in the Operating Fund or the Equipment Replacement Fund are not sufficient to pay all outstanding bills and of any transfers made by the Provider Unit), the Participating Units shall be required to contribute to the Operating Fund, from the Participating Unit's respective June property tax draws a pro rata amount necessary to cover those costs. The pro rata contribution between the Participating Units shall be in the same proportion as the Participating Units' respective June property tax draws for fire protection.

d. In the event that a Participating Unit withdraws from the Territory, any capital assets purchased jointly by the Participating Units, if any, or by the Executive Board in the name of the Territory, will be valued as of the effective date of the withdrawal and the withdrawing Participating Unit will be entitled to a share of that value, as determined by the withdrawing Participating Unit's contribution to the acquisition of the respective capital assets. The remaining Participating Units in the Territory may distribute cash or assets to satisfy the obligation to the withdrawing Participating Unit, at the discretion of the remaining Participating Units. Any asset acquired by and titled to a single participating unit shall remain the property of that participating unit.

e. In the event that a Participating Unit withdraws from the Territory, the provisions of Ind. Code § 36-8-19-9(c) shall apply and the withdrawing Participating Unit shall continue to repay that Unit's share of that indebtedness by imposing a property tax within the boundaries of the Unit until the indebtedness is paid in full. The Department of Local Government Finance

shall determine the amount of the indebtedness that represents the withdrawing Participating Unit's fair share, taking into account the equipment purchased, the useful life of the equipment, the depreciated value of the equipment, and the number of years the withdrawing Participating Unit benefited from the equipment.

f. This Agreement shall terminate if there are not at least two (2) Participating Units, one (1) of which is designated as the Provider Unit. In the event of the termination of this Agreement, the provisions of Ind. Code § 36-8-19-9(c) shall apply and all assets of the Territory shall be divided pro rata among the Participating Units.

Section 5.4. Addition of Participating Unit. The Territory may be expanded to include additional parties and/or units upon the written agreement of both the Town and Township and compliance with Ind. Code § 36-8-19 *et seq.*

ARTICLE VI: MISCELLANEOUS

Section 6.1. Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Provider Unit and Participating Unit(s) shall be governed by the laws of the State of Indiana.

Section 6.2. Severability. If any provision of this Agreement shall be held 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 6.3. Approval and Effective Date. This Agreement shall be approved upon the adoption by the legislative bodies of the Town and Township 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 Gibson County Recorder. The effective date of this Agreement shall be date the Agreement has been recorded by both the Gibson County Recorder. Within sixty (60) days of the effective date, this Agreement shall be recorded with the State Board of Accounts for audit purposes pursuant to Ind. Code § 36-1-7-6. The provision of fire protection and prevention services of the Territory shall begin on July 1, 2026.

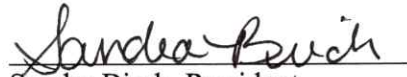
Section 5.4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 5.5 Complete Agreement. This Agreement constitutes the complete and final agreement between the parties and supersedes any other oral or written agreements between the parties concerning the provision of fire protection or the other matters contained herein.

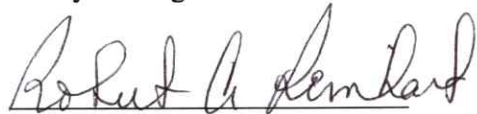
[SIGNATURE PAGES FOLLOW]

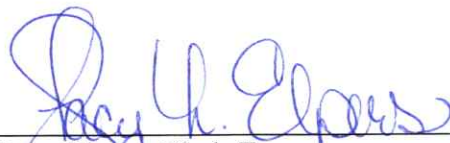
Dated this 3rd of March, 2025.

**TOWN COUNCIL
TOWN OF FORT BRANCH, INDIANA**

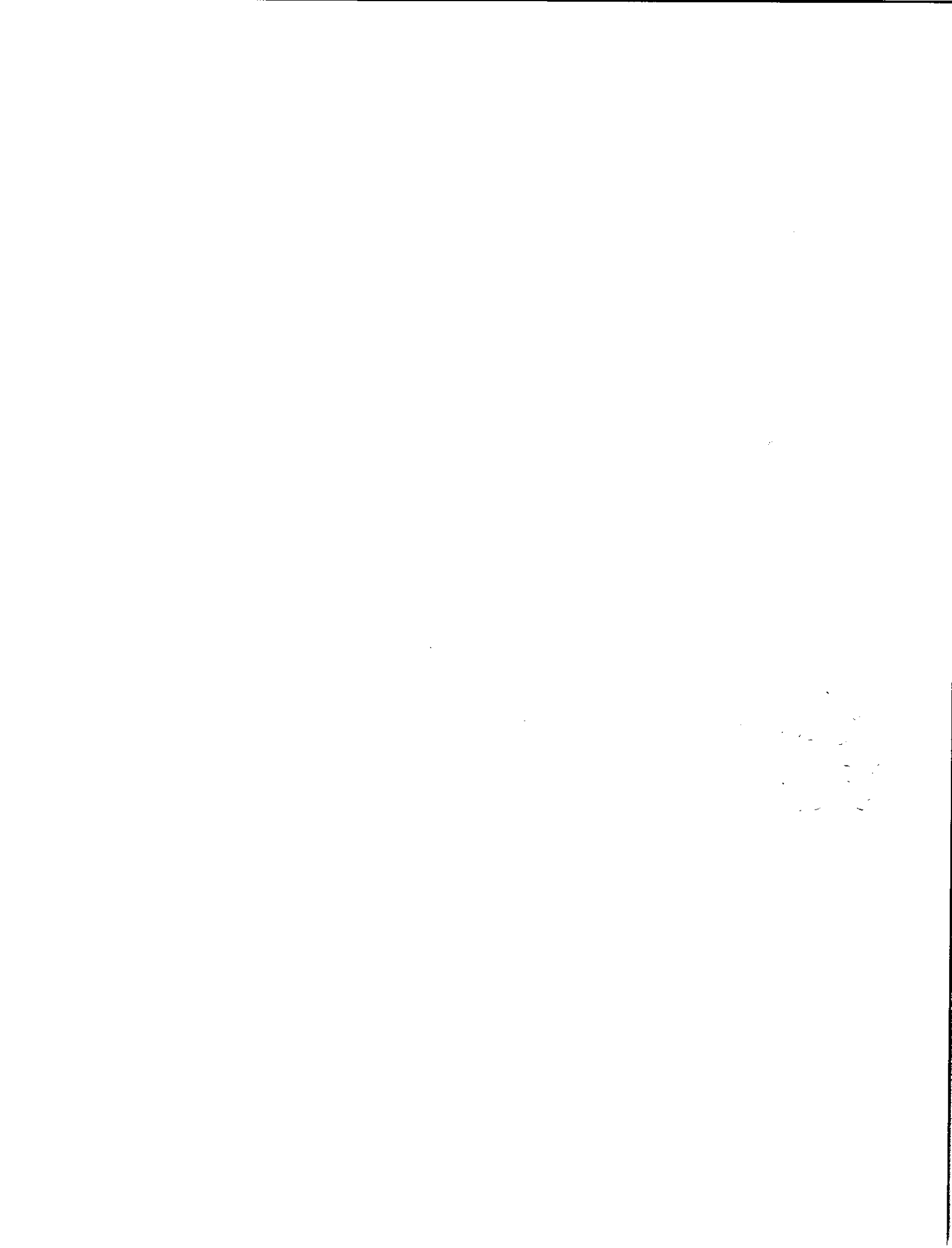

Sandra Birch, President


Scotty Delong


Robert Reinhart

ATTEST: 
Stacy Elpers, Clerk-Treasurer





This Resolution is hereby adopted at the duly noticed meeting of the Union Township Board held this 3rd day of March, 2025.

**TOWNSHIP BOARD,
UNION TOWNSHIP OF GIBSON
COUNTY, INDIANA**



Craig Kuester, President



Lisa Brewer



Brenda Hooker

Attest:


Jessica Kramer, Trustee

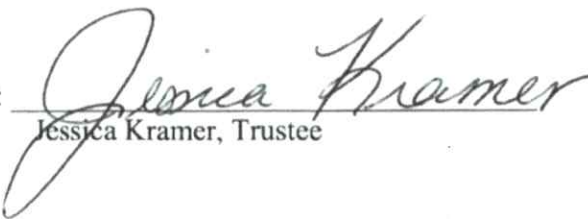
Dated this 3rd day of March, 2025.

**TOWNSHIP BOARD,
UNION TOWNSHIP,
GIBSON COUNTY, INDIANA**


Craig Kuester, President


Lisa Brewer


Brenda Hooker

ATTEST: 
Jessica Kramer, Trustee