

VERNON TOWNSHIP
FIRE PROTECTION TERRITORY AGREEMENT

This Agreement is entered into as of this 17th day of June 2020, by and between the Town of McCordsville, Hancock County, Indiana, by its Town Council, Vernon Township, Hancock County, Indiana (“Vernon”), by its Trustee and its Township Board and the Town of Fortville, Hancock County, Indiana (“Fortville”) by its Town Council.

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

WHEREAS, McCordsville and Fortville currently contract with Vernon Township to provide fire protection and emergency medical services within Vernon Township; and,

WHEREAS, Fortville is geographically located entirely within Vernon Township, and McCordsville is partially located within Vernon Township; and,

WHEREAS, Vernon, McCordsville and Fortville do not have the independent financial ability to provide fire protection and emergency medical services at the levels they believe to be appropriate for the citizens and property of those entities; and,

WHEREAS, the Trustee and Township Board of Vernon, the Town Council of McCordsville and the Town Council of Fortville have determined that it will be in the best interests of the citizens of those units of government to enter into an agreement to form a fire protection territory;

NOW THEREFORE, the parties agree as follows:

1. Establishment of Fire Protection Territory. The Trustee and Township Board of Vernon hereby joins with the Town Council of Fortville and the Town Council of McCordsville, under the provisions of IC 36-8-19 to establish a fire protection territory (the “Territory”). The Territory shall be known as the Vernon Township Fire Protection Territory.

2. Boundaries. The area constituting the fire protection territory shall include the entire area of Vernon Township which includes the entire area of Fortville and the entire area of McCordsville within the Vernon Township boundaries excluding the portion of the Town that extends into Buck Creek Township.

3. Provider Unit. The Provider Unit, as described in IC 36-8-19-3, shall be Vernon.

4. Fire Department. The Vernon Township Fire Department (“Department”) shall provide fire services to the Territory.

5. Participating Units. The Participating Units, as defined in IC 36-8-19-2, shall be Vernon, McCordsville and Fortville.

6. Purposes. The Territory shall provide to the Participating Units the following services:

- a. Fire protection, including the capability for extinguishing fires that might be reasonably expected because of the types of improvements, personal property, and real property within the boundaries of the Territory;
- b. Emergency medical services as currently provided;
- c. To provide fire and building code support, enforcement, and investigation through a Fire Marshal or similar officer.
- d. Such other functions and services, related to emergency medical services, fire protection, rescue, fire prevention and hazardous materials mitigation as empowered by the State, as the parties may agree.

7. Term of Agreement. The term of this Agreement shall be from July 1, 2020, or as otherwise prescribed by law, through December 30, 2021 and shall automatically renew for successive one (1) year periods, until either party passes a resolution after January 1 and before March 1 of any calendar year, terminating the Agreement, effective January 1 of the next calendar year.

8. Territory Executive Board.

- a. Established: The Participating Units hereby establish an Executive Board to be known as the Vernon Township Fire Protection Territory Executive Board (“Board”). The Board shall provide for general administrative and executive decisions of the Territory subject to the budget approval, appropriation and other financial requirements provided for herein and pursuant to IC 36-8-19 *et. seq.*
- b. Membership will consist of three (3) voting members and one ex-officio non-voting member as follows:
 - i. The Vernon Township Trustee shall be a voting member;
 - ii. The McCordsville Town Council shall select a voting member who is also an elected member of their Council;
 - iii. The Fortville Town Council shall select a voting member who is also an elected member of their Council;
 - iv. The Chief of the Department shall be a non-voting *ex officio* member;
 - v. A quorum consists of a majority of the voting members of the Committee. All decisions of the Committee require the affirmative vote of two (2) of the voting members except where provided otherwise herein;

- vi. All participating Units must designate their voting member by January 15 of each calendar year except in the year that the Territory is established, then the voting members must be designated within thirty (30) days of the Territory being established by the Participating Unit
- c. Terms of Service and Election of Officers
- i. The terms of service for the board representatives shall be an initial three (3) year term and all subsequent terms shall be four (4) years.
 - ii. The Chairperson of the Board shall be the Executive of the Provider Unit.
 - iii. The Executive Board will appoint, from its membership, a Vice Chair and Secretary and such other officers as it deems appropriate. The Vice Chair will act in the Chair's place in case of the Chair's absence. The Vice Chair will act for the Secretary in the Secretary's absence.
 - iv. Secretary. The Secretary shall be selected by a majority of the Board members at the first meeting of each calendar year except at the initial organizing meeting of the Territory a Secretary shall be selected at that meeting. . The Secretary shall report all official meetings of the Board and shall be required to have copies of the minutes of such meetings submitted to each Member a minimum of three (3) days prior to the next scheduled meeting.
 - v. If any Board member is no longer an elected official of their respective Unit, that member shall be considered automatically resigned and the Participating Unit shall select a replacement Board member within thirty (30) days. If in the event the Department Chief position is vacant, the Acting Chief shall fill the *ex-officio* position.
 - vi. Compensation: No member of the Board will receive compensation for her/his service from the Territory.
 - vii. Each member shall act as liaison with the Participating Unit he/she represents, enhancing communication between the Township Board, the Town Councils, the Department, the community, and the Board.
 - viii. Within forty-five (45) days the Board shall conduct an initial organization meeting to fulfil the requirements of Section 8(b) & (c) and any other business necessary to establish the Board.
- d. Regular and Special Meetings. The Board shall conduct a minimum of one (1) regularly scheduled meeting per month through the calendar year, unless the Board determines at a regular or special meeting that a future meeting is unnecessary and the Board may schedule its next meeting less frequently than once per month. Except in the first year of the Territory's existence, each December, beginning in 2021, the Board shall appoint the Chief of the Department for the upcoming calendar year. For the remainder of the first calendar year, the Chief shall be the existing Chief. The Board shall receive and approve or reject with modifications the annual budget for the Territory as recommended to it by the Department in accordance with Section 9. Special meetings of the Board may be called at any time

by the Chairperson. The Chairperson shall call a special meeting if a majority of the members request one in writing.

- e. Notice of Board Regular and Special 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 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 to all news media submitting an annual written request for such notices in accordance with LC. §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 Board, and compliance therewith shall be sufficient to satisfy all notice or other legal requirements under this Agreement.
- f. Meeting Agendas: A written agenda shall be established by the Chairperson subject to requests by the other members. The agenda shall be provided to 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.
- g. Quorum and Voting: At any meeting of the Board, the presence of two (2) voting members of the Board shall constitute a quorum. Unless otherwise provided in this Agreement, action by the Board shall be authorized by the affirmative vote of a majority of the members of the Board acting at a properly called meeting at which a quorum is present.
- h. Public Records: An official record of all meetings of the Board shall be maintained in the Territory's principal office. Accurate memoranda of all meetings shall be kept in accordance with LC. §5-14-1.5-4(b) and (c) and shall be available for public inspection during normal business hours. The Board shall be governed by, and all records of the Board shall be maintained in accordance with, I.C. §5-14-3 *et seq.*
- i. Executive Sessions: The 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.
- j. Workshops. The Board may 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.

- k. Powers, Duties and Responsibilities of the Board: Board shall have the following powers, duties and responsibilities with respect to the operations of the Territory;
- i. The Board shall have as its primary responsibilities the planning and provision of adequate fire protection, fire prevention and emergency response throughout the Territory as provided in the Agreement and overseeing hiring, promotion, conduct and discipline of the members of the Department all in consultation with the Chief of the Department.
 - ii. The Board shall receive all reports, papers, recommendations, and other materials required to be submitted to the Participating Units under the provisions of this Agreement.
 - iii. The Board shall have the power to appoint the Chief of the Department, which appointment must be by the unanimous vote of the Board members. The Board shall conduct an evaluation of the Chief of the Department no less than annually. The existing Chief of the Department at the time the Territory is established will be the initial Chief of the Territory.
 - iv. The Board shall have the power to remove the Chief of the Department by a majority vote of the Board members. In the event the Chief of the Department is removed he or she shall be given 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. Except in the instance of the existing Chief of the Department at the time the Territory is established, a vote to remove him must be unanimous if such removal is sought in the first three (3) years after the establishment of the Territory.
 - v. The Board shall receive, review and take action on the budget for the Territory in accordance with the provisions of Section 9 below.
 - vi. The 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 or incremental pay additions, and the salary for a first class firefighter which shall include the salaries, fees, volunteer pay or pay-per-run arrangements for all other personnel serving the Territory. The salary resolution shall be submitted to the Provider Unit for approval in conjunction with the annual budget process.
 - vii. At its regular meeting, the Board shall receive and review monthly Department activity reports, monthly claims registers showing expenditures

made on behalf of the Territory, and, any other items of concern to the administration of the Territory.

- viii. The Board shall appoint an attorney for the Territory at organization meeting and the first meeting of each calendar year for that year. The attorney for the Territory shall provide such legal consultation and representation as is deemed necessary by the Board and shall advise and represent the Board and the Department as required. The attorney for the Territory shall cooperate and communicate with the attorneys for the Participating Units.
- ix. The 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.
- x. The Board may forward a resolution to the Participating Units recommending the Department adopt Indiana Merit Law pursuant to Ind. Code 36-8-3.5. Upon such recommendation by the Board, the Participating Units shall either reject the Board's recommendation to adopt Indiana's Merit Law for operation of the Department or shall each adopt a Resolution or Ordinance, as the case may be, to operate the Department pursuant to Indiana Merit Law all within sixty (60) days of the Board's recommendation. The decision to adopt Indiana's Merit Law must be unanimous among the Participating Units.

9. Delegation of Specific Powers to the Executive Board: Pursuant to I. C. §36-1-7-2(a) and (b), and I.C. §36-1-7-3, the Participating Units hereby transfers and delegates to the Provider Unit the following specified powers and authority to further the purposes of this Agreement:

- i. Own and Acquire Property: Each of the Participating Units delegates to the 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.
- ii. Contracts. Each of the Participating Units delegates to the 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.

- iii. Purchasing Agent. Each of the Participating Units delegates to the 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 10(e) below.
- iv. Sue and Invoke Remedies. Each of the Participating Units delegates to the 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 Board, or the Territory.
- v. Gifts and Donations. Each of the Participating Units delegates to the 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.
- vi. General Authority. In addition to the foregoing, each of the Participating Units delegates to the 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.

10. Fire Protection Territory Budget:

- a. Department Budget Recommendation. The Department shall, on or before June 1st of each calendar year, submit to the 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 one hundred twenty percent (120%) of the budgeted expenses for fire services as allowed by I.C. §36-8-19-8(c).
- b. On or before June 15th of each calendar year, the 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 each Participating Unit other than the Provider Unit shall

either accept the Board's recommended Budget or submit its recommended modifications back to the Board for reconciliation.

- d. On or before August 15th the 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 Board for final reconciliation. The 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 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 Board and Department 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.

11. Fire Protection Territory Fund.

- a. Vernon, as the Provider Unit, shall establish a Fire Protection Territory Fund ("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 Fund. Except as provided in this Agreement or at law, the Fund may not be used for any other expenses.
- b. The following monies shall be deposited into the 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;
 - ii. Any money transferred to the Fund by the Provider Unit if any;
 - iii. Any receipts from false alarm fees, spill fees, or other fees imposed under IC 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

Department.

- c. 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 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.
- d. 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 I.C. §36-8-19-6 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 herein.
- e. Equipment Replacement Fund and Excess Levy: The Participating Units agree to the establishment of an Equipment Replacement Fund, to be used for the purchase of any additional firefighting apparatus, equipment and housing that will be used to serve the Territory. The property tax rate for the Equipment Replacement Fund levy may not exceed 0.0333 cents per one hundred dollars of assessed value. Recommendations for expenditures from the Equipment Replacement Fund may be forwarded to the 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 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 Trustee, and such expenditure shall be made at the appropriate time as directed by the 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 Board and the Provider Unit as provided for herein. Pursuant to I.C. §36-8-19-S(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 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 Fund in an amount not to exceed five percent (5%) of the levy for the Fund.

- f. 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 Board by the executive or legislative body of any Participating Unit for consideration and action at any regular or special meeting of the 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 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 I.C. §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 I.C. §36-8-19-8 and §36-8-19-9.
- g. Township Funds. Any balance remaining in the Vernon Township Fire Protection Fund and Cumulative Fire Fund, upon the effective date of this Agreement, shall remain within and under the control of Vernon Township and shall be disbursed at the discretion of the Township for any lawful purpose.
- h. Capital Assets: Vernon owns certain capital assets, including firefighting apparatus, equipment, and housing which will be used to provide fire protection and emergency services for the Territory. These assets shall remain the sole property of Vernon. If any Participating Unit has incurred any debt in the acquisition of firefighting assets prior to establishing the Territory, that respective Unit will be responsible for repaying its respective debts unless agreed otherwise in writing. Any capital assets owned by the respective Units prior to entering this Agreement or otherwise under contract to be acquired shall remain titled solely in the name of that Unit.

12. Withdrawal and Dissolution.

- a. Any Participating Unit may withdraw from the Territory, by passing an appropriate resolution or ordinance after January 1 but before March 1, providing for the withdrawal. The withdrawal is effective January 1 of the year immediately following the year in which the resolution or ordinance 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 Fire Protection Fund or the Equipment Replacement Fund after the payment of all outstanding bills and of any transfers made by the Provider Unit under Section 9(c) 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 Fire Protection Fund during the most recent complete calendar year in which the Territory existed. If the balances remaining in the Fire Protection Fund or the Equipment Replacement Fund are not sufficient to pay all outstanding bills and of any transfers made by the Provider Unit under Section 9(c), the Participating Units shall be required to contribute to the Fire Protection 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 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 IC 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 IC 36-8-19-9(c) shall apply and all assets of the Territory shall be divided pro rata among the Participating Units.

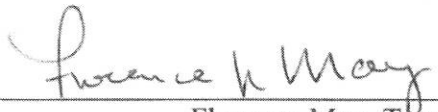
13. Code Enforcement: The Participating Units designate and establish the Provider Unit through the Department the enforcing authority for any uniform fire and building codes of the County or State, any ordinances or resolutions of the participating units, ambulance fee schedule, fireworks or amusement 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 and the Department on the same terms and with the same powers and authority as provided to the Territory and Department by the Participating Units.

14. Miscellaneous:

- a. Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Participating Units, the Board, the Territory, and the Department, shall be subject to the laws applicable to this Agreement and to the delivery of fire protection services. The respective rights and responsibilities of the foregoing entities shall be supplemented by any such applicable laws, and to the fullest extent possible, the terms of this Agreement shall be given their full force and effect. The laws of the State of Indiana shall govern the interpretation, validity, and performance of this Agreement.
- b. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement and the validity and enforceability of the remaining provisions of the Agreement shall not be affected thereby.
- c. Approval and Effective Date. This Agreement shall be approved upon the adoption by the fiscal body of each Participating Unit of an appropriate resolution or ordinance approving and ratifying this Agreement. After approval and execution by the appropriate officers of each Participating Unit this Agreement shall be recorded with the Hancock County Recorder, and the date of recordation shall be the effective date of this Agreement. 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- I-7-6.
- d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**VERNON TOWNSHIP,
HANCOCK COUNTY**



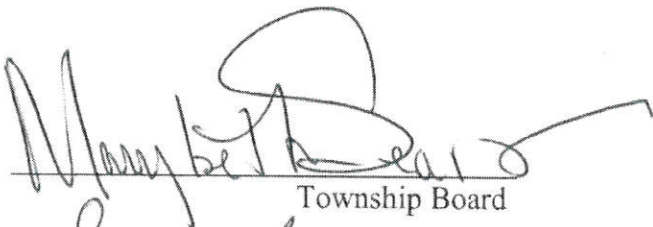
Florence May, Trustee

APPROVED:

**TOWN OF FORTVILLE
HANCOCK COUNTY**

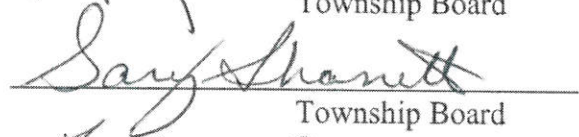
_____, President

APPROVED:



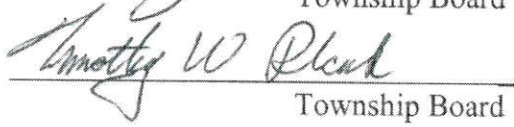
Township Board

Town Council



Township Board

Town Council



Township Board

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**TOWN OF MCCORDSVILLE
HANCOCK COUNTY**

_____, President

APPROVED:

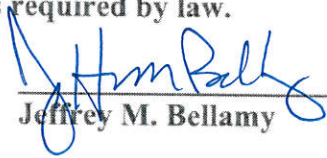
Town Council

Town Council

Town Council

Town Council

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



Jeffrey M. Bellamy

This document was prepared by Jeffrey M. Bellamy, Thrasher Buschmann and Voelkel, P. C. 151

Township Board

Town Council

Township Board

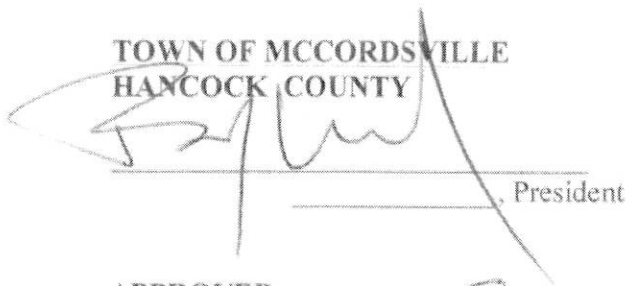
Town Council

Township Board

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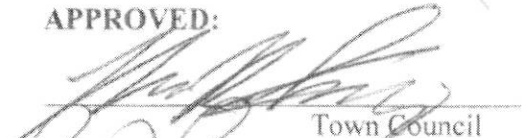
Town Council

**TOWN OF MCCORDSVILLE
HANCOCK COUNTY**



President

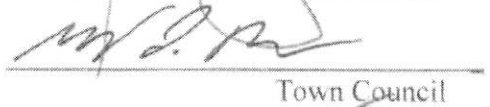
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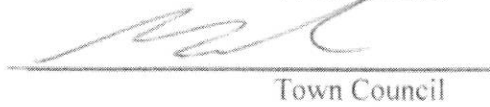
Town Council



Town Council



Town Council



Town Council

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Jeffrey M. Bellamy

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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 and the Department on the same terms and with the same powers and authority as provided to the Territory and Department by the Participating Units.

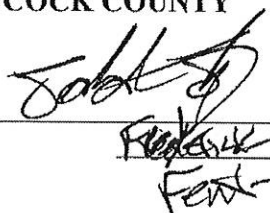
14. Miscellaneous:

- a. Subject to Applicable Law. This Agreement, and the respective rights and responsibilities of the Participating Units, the Board, the Territory, and the Department, shall be subject to the laws applicable to this Agreement and to the delivery of fire protection services. The respective rights and responsibilities of the foregoing entities shall be supplemented by any such applicable laws, and to the fullest extent possible, the terms of this Agreement shall be given their full force and effect. The laws of the State of Indiana shall govern the interpretation, validity, and performance of this Agreement.
- b. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement and the validity and enforceability of the remaining provisions of the Agreement shall not be affected thereby.
- c. Approval and Effective Date. This Agreement shall be approved upon the adoption by the fiscal body of each Participating Unit of an appropriate resolution or ordinance approving and ratifying this Agreement. After approval and execution by the appropriate officers of each Participating Unit this Agreement shall be recorded with the Hancock County Recorder, and the date of recordation shall be the effective date of this Agreement. Within sixty (60) days of the effective date, this Agreement shall be recorded with the Indiana State Board of Accounts for audit purposes pursuant to I.C. §36-1-7-6.
- d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

VERNON TOWNSHIP,
HANCOCK COUNTY

TOWN OF FORTVILLE
HANCOCK COUNTY

Florence May, Trustee




Frederick Fentz, President

APPROVED:


APPROVED:

Township Board




Town Council

Township Board



Town Council

Township Board



Town Council

Town Council

**TOWN OF MCCORDSVILLE
HANCOCK COUNTY**

_____, President

APPROVED:

Town Council

Town Council

Town Council

Town Council

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Jeffrey M. Bellamy

This document was prepared by Jeffrey M. Bellamy, Thrasher Buschmann and Voelkel, P. C. 151