



ORIGINAL
201104114

ORDINANCE NO. 2010- //
OF THE TOWN COUNCIL
OF THE TOWN OF PITTSBORO, INDIANA

PAUL T HARDIN
HENDRICKS COUNTY RECORDER
02/15/2011 10:34:12AM

**AN ORDINANCE OF THE TOWN OF PITTSBORO APPROVING THE
ESTABLISHMENT OF A FIRE TERRITORY AND APPROVING AN INTERLOCAL
COOPERATION AGREEMENT FOR THE ADMINISTRATION OF THE FIRE
TERRITORY**

201006126

WHEREAS, the Town of Pittsboro, Indiana ("Pittsboro"), and Middle Township, Hendricks County, Indiana ("Middle Township") (collectively the "Participating Units") have, pursuant to I.C. §36-8-19 et seq., established the Pittsboro Fire Territory ("Territory") and approved a certain Interlocal Cooperation Agreement pursuant to I.C. §36-1-7 for the management and operation of the Fire Territory;

WHEREAS, Pittsboro and Middle Township wish to amend the Interlocal Cooperation Agreement to provide for further terms and conditions for the relative obligations of the parties to insure the property and risks associated with the Fire Territory; and

WHEREAS, the ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT FOR THE PITTSBORO FIRE DEPARTMENT, attached hereto provides further terms and conditions for the insurance obligations of the parties to the Fire Territory.

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. The attached ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT FOR THE PITTSBORO FIRE DEPARTMENT is hereby approved, confirmed and ratified in every way, and shall govern the administration of the Territory effective as of the date of recordation of the ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT FOR THE PITTSBORO FIRE DEPARTMENT with the Hendricks County Recorder's Office approved as written and shall be executed by the entire Town Council. The Pittsboro Clerk/ Treasurer is further directed to record and file the Ordinance as provided herein.

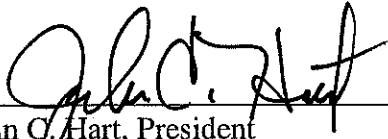
Section 2. All prior Ordinances or parts thereof inconsistent with any provision of this Resolution or the terms of the Interlocal Cooperation Agreement are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its passage and recordation as provided herein.


Passed and adopted at a meeting of the Council this 21st day of December, 2010, by a vote of 5 ayes and 0 nays.

28
8+3

TOWN COUNCIL OF THE TOWN OF PITTSBORO,
INDIANA



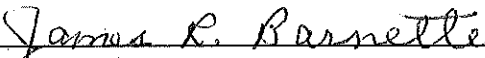
John C. Hart, President




Shelby Smith



Kenneth Kindler

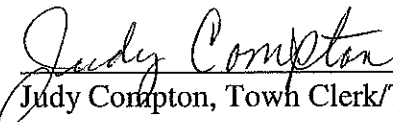


James Robert Barnette



William Hueber

ATTEST:



Judy Compton, Town Clerk/Treasurer

359428

**ADDENDUM TO
INTERLOCAL COOPERATION AGREEMENT
FOR THE PITTSBORO FIRE DEPARTMENT**

This Addendum to that certain Interlocal Cooperation Agreement, dated March 27, , 2010 by and between the Town of Pittsboro, Indiana, an Indiana municipality (“Pittsboro”) and Middle Township of Hendricks County, Indiana, an Indiana political subdivision (“Middle Township”) for the Pittsboro Fire Department (“Interlocal Cooperation Agreement”) is entered into this _____ day of November, 2010.

WHEREAS, Pittsboro and Middle Township adopted their respective ordinance and resolution and entered into the Interlocal Cooperation Agreement pursuant to I.C. §36-8-19 to establish the Pittsboro Fire Territory (as defined therein) (the “Territory”);

WHEREAS, pursuant to the Interlocal Cooperation Agreement, Middle Township as the “Provider Unit” (as defied therein) is responsible for providing fire protection and related services within the Territory;

WHEREAS, pursuant to Section 1.4(h) of the Interlocal Cooperation Agreement, Middle Township as the “Provider Unit” (as defined therein) is responsible for providing insurance coverage for Pittsboro and its elected officials; and

WHEREAS, the parties wish to enter into an Addendum to the Interlocal Cooperation Agreement in order to provide for indemnification and insurance coverage for Pittsboro and its elected officials as a “Participating Unit” under the Interlocal Cooperation Agreement (as

defined therein) for losses arising out of or in any manner relating to Middle Township's acts or omissions as the "Provider Unit" .

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties in the Interlocal Cooperation Agreement and this Addendum, the parties mutually agree as follows:

1. The following Article X shall be added in its entirety to the Interlocal Cooperation Agreement:

Article X

Indemnity; Insurance

10.1 Indemnification. Middle Township and the Territory (as determined by Section 10.3 hereof) shall defend, indemnify and hold harmless Pittsboro and its elected officials, officers, board members, directors, agents and employees ("Indemnitees"), from and against any and all claims, demands, causes of action, losses, damages, costs and expenses, including reasonable attorneys' fees (collectively referred to as "Claims") arising out of or in any manner relating to: (1) damage to Pittsboro's property or injury (including death) to any Indemnitee arising out of the negligence or willful acts or omissions of Middle Township or the Fire Territory or their respective elected officials, officers, trustee(s), board members, directors, agents, employees or independent contractors ("Indemnitors"); (2) damage to Middle Township or Fire Territory property or injury (including death) to any of Middle Township or Fire Territory respective elected officials, officers, trustees, directors, agents or employees arising out of the negligence or

willful acts or omissions of the Indemnitors; (3) any Workers compensation or OSHA Claims brought by any elected officials, officers, trustees, directors, agents, employees, or independent contractors of Indemnitors; or (4) any Claims against Pittsboro brought by any third party arising out of or in any way related to any act or omission of the Indemnitors arising under or in any way related to this Agreement.

The indemnity obligation under this Agreement shall include all judgments, court costs, expert fees and costs and reasonable attorney's fees which Pittsboro may be required by a court to pay as a result of such action. Pittsboro may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve Middle Township or the Territory of its obligations under this indemnification provision. Pittsboro shall promptly notify Middle Township or the Territory, as the case may be, of any such claim, action or proceeding and Pittsboro shall cooperate fully in the defense thereof.

10.2 Insurance. Middle Township and the Territory shall obtain, and shall maintain in force during the term of this Interlocal Cooperation Agreement, insurance in forms acceptable to Pittsboro, with Pittsboro named as an additional insured and with the following minimum levels of coverage:

Commercial general liability and	\$5,000,000 per occurrence and \$10,000,000 aggregate
Public Officials Liability	\$5,000,000 per occurrence and \$10,000,000 aggregate

Workers Compensation

Statutory limits in accordance
with the laws of Indiana

Middle Township and the Territory shall deliver to Pittsboro certificates evidencing such policy(ies) of insurance within thirty (30) days. Not less than thirty (30) days prior to the expiration date of such certificates, replacement certificates evidencing the renewal of the required coverages shall be delivered to Pittsboro. The coverage required herein shall not be deemed to limit Middle Township's or the Territory's liability under this Interlocal Cooperation Agreement.

Middle Township and/or the Territory shall maintain in full force and effect fire and extended coverage, theft, vandalism, malicious mischief, and special extended coverage insurance on the Territory vehicles, equipment and other personal property, or vehicles, vehicles, equipment, and other personal property and improvements used by the Territory for the full insurable value thereof on a replacement cost basis, if obtainable, and if not obtainable, for the full amount of the actual cash value thereof.

10.3 Timing. For purposes of this Agreement, the obligations of indemnity and insurance under this Agreement shall be the sole responsibility of Middle township, Hendricks County, Indiana from the date of this Agreement through midnight on December 31, 2010. Effective January 1, 2011 at 12.01 A.M. and thereafter until further agreement of the parties, the obligation of indemnity and insurance obligation under this Agreement shall be the sole responsibility of the Territory.

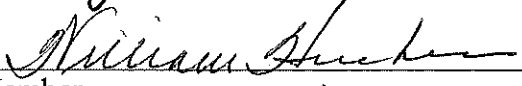
2. All other terms and conditions of the Interlocal Agreement shall remain in full force and effect.

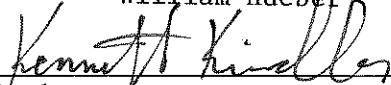
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed effective as of the date written above in several counterparts in their respective Participating Unit's name by the duly authorized signatories below.

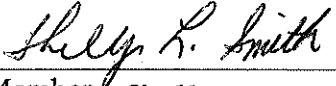
[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGES FOLLOW]

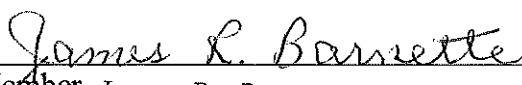
TOWN OF PITTSBORO, INDIANA

By: 
President, Town Council John Hart


Member William Hueber


Member Kenneth Kindler


Member Shelby L. Smith


Member James R. Barnette

ATTEST: 
Judith A. Compton Town Clerk-Treasurer

DATE APPROVED: 12/21, 2010

MIDDLE TOWNSHIP BOARD

Lynn T. Love middle chairman
Board Chairman Lynn T. Love

Dan Devlin Secretary
Member Dan Devlin

Pat Carmean
Member Pat Carmean

ATTEST: *Tim Griffith*
Middle Township Trustee
Tim Griffith

DATE APPROVED: Jan, 4, 2011

344903

" 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."

Name Judith A. Compton