

**CENTER TOWNSHIP, LA PORTE COUNTY, INDIANA  
FIRE PROTECTION AGREEMENT**

This Center Township Fire Protection agreement (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Center Township of La Porte County, Indiana ("Township") and the Center Township Volunteer Fire Department Inc. of LaPorte, ("Department").

**RECITALS**

**WHEREAS**, the Department is a duly organized not-for-profit corporation of the State of Indiana organized for the protection and preservation of life and property from fire and,

**WHEREAS**, the Township desires to secure fire extinguishment services and certain emergency rescue services for the unincorporated areas of the Township, and

**WHEREAS**, the Township owns all pieces of fire fighting apparatus and all loose equipment and facilities, and

**WHEREAS**, all funds, donations and grants obtained by the Department shall be used solely to provide support and continuing programs and functions for the Center Township Volunteer Fire Department of La Porte County, and

**WHEREAS**, all equipment purchased using department funds shall become the property of the Township, and

**WHEREAS**, the Department has agreed to provide fire protection service and certain emergency rescue services for the unincorporated areas of the Township subject to the conditions set forth herein;

**ARTICLE I**

**SERVICES TO BE PROVIDED**

1.1 Fire and Other Emergency Responses. The Department will provide sufficient personnel and utilize Township Equipment in extinguishing fires and in responding to certain rescue emergencies on a 24 hour per day basis, seven days a week. The Township acknowledges that the Department has entered into a Mutual Aid Agreement with other fire departments in the area to assist in emergencies; however, this Mutual Aid Agreement will not take the place of this Agreement. A copy of the Mutual Aid Agreement will be attached as Exhibit A.

1.2 The Department agrees to cooperate with the Township to provide sufficient personnel for the Township's fire extinguishment needs and emergency rescue services;

such number of personnel to be defined by the needs of the community based upon a yearly review by the Department in conjunction with budgetary cost analysis provided by the office of the Trustee.

1.3 Facility and Equipment Maintenance. The Township shall be responsible for maintenance and repair of the fire station facility and all Township equipment.

1.4 Insurance Coverage. The Township shall provide insurance coverage as required by law for the original term of this Agreement as well as any extension. Coverage will meet or exceed minimum requirements for the protection of the active firefighters, Township Equipment, Department Equipment, Department, and the facility. The areas of coverage are listed below, however are not limited to the ones listed.

1.4.1 Accident Policy (Disability)

1.4.2 Workman's Compensation

1.4.3 Fleet Insurance

1.4.4 Portable Equipment Insurance

1.4.5 Building Insurance

1.4.6 Errors and Omissions

1.4.7 Any other insurance required by I.C. 36-8-12-6 to 36-8-12-10 and 36-8-13-8 and 36-8-13-10.

1.5 Expenditures. The Township shall be responsible for payment of all expenses incurred in maintaining the facility, Township Equipment, and for the services of the local utility and telephone companies for the operation of the Department. Such expenses are limited, however to the extent of the appropriations per calendar year available for that purpose in the budget of the Township, for the term of this Agreement. The payment of such expenses shall be by direct payment from the Township to the creditors. The submission of invoices for payment by the Department shall follow the Township purchasing policies. Payment of submitted invoices is limited by appropriations available during the current tax year. Any expenditure outside of the Department purchase order system or Department Strategic Plan and in excess of \$500.00 shall require the Township and Department to consult.

1.6 Personnel Allowances. The Township shall provide to each active firefighter properly qualified, an allowance for clothing and car. The amount of this allowance shall be defined under Indiana statutes. As of the date of this Agreement, the allowance is the sum of Two Hundred Dollars (\$200.00) for the calendar year. This allowance may be paid in two (2) installments of One Hundred Dollars (\$100.00) each. These allowances shall change to reflect minimums established through revisions of state statute.

1.7 Licenses, Permits and Approvals. The Department agrees to obtain all licenses, permits, and approvals as the case may be, that are not normally obtained by the

Township, that are necessary for the Department to have to perform the services as described in Section 1.1.

- 1.8 The Township shall not pay any contractual payments directly to the Department or pay any expenses other than those listed above.

## ARTICLE II

### CAPITAL EQUIPMENT

2.1 Capital Equipment Expenditures. Annually, by June 30<sup>th</sup>, the Township and the Department shall meet and review capital equipment expenditures for the next Agreement term. The Department shall present at this joint meeting a prioritized capital equipment list, showing equipment by name and estimated cost. The list shall take into account budgetary limits of the Township, short and long term strategic goals, and shall be used to assist in formulating the capital budget for the next term.

2.2 Capital Equipment Bidding Process. All equipment purchase shall comply fully with the provisions of the statutes of Indiana governing competitive bidding.

## ARTICLE III

### TERM AND TERMINATION

3.1 Term of Agreement. Even though this Agreement is only now reduced to writing and executed, the term shall be for one year beginning January 1, 2007 and ending December 31, 2007.

3.2 This Agreement shall automatically be extended for successive periods of one year, beginning January 1<sup>st</sup> of each succeeding year unless either party serves written notice to the other of its intent to terminate this Agreement on or before November 1<sup>st</sup> of the then current year of the Agreement. A termination of this Agreement prior to the completion of any one year term may only occur by mutual written agreement of the Township and Department.

3.3 Neither party shall cancel this Agreement unless and until notice of its intention to cancel has been given to the Insurance Services of Indiana, at 320 North Meridian St, Indianapolis, Indiana, at least 60 days prior to any cancelation.

## ARTICLE IV

### INDEMNIFICATION

4.1 Indemnification. The Department agrees to indemnify and hold harmless the Township, the Trustee, Township Board Members, employees, and agents from and against any and all actions, costs, losses, claims and damages arising from injury or death of the Department- members while on Township property or in Township Equipment for the purpose of performing the services under this Agreement; PROVIDED, HOWEVER, this provision does not eliminate or reduce the Township's obligation to carry insurance required by Section 1.4 above.

## ARTICLE V

### MISCELLANEOUS

5.1 Discrimination. The Department agrees not to discriminate against an individual based upon sex, race, or religion, in selection, governing of, or discipline of its members. The Department shall permit the Township, at all reasonable times, to review all membership applications and corresponding Department Membership Committee reports attached thereto.

5.2 Board of Director Membership. The Trustee of the Township, or his duly appointed representative, shall remain a member of the Board of Directors of the Department for the term of this Agreement. The Department shall notify the Township of all meetings of the Board of Directors, stating time and location of the meeting.

5.3 Equipment Inventory. Annually, by April 1st the Department shall take an equipment inventory. This inventory shall include all Township Equipment and shall be submitted to the Township Trustee in written form.

5.4 Annual Budget. Annually, by June 30th, the Township and the Department shall jointly review expenditures from the pervious year to suggest budgetary amounts for the next term of this Agreement. During this joint review, a budget for all expenditures of the Department shall be established and provided to the Township for review and approval. The budget shall indicate the proposed expenditures of the Department by line item, as well as all sources of funding, including the payments proposed to be made by the Township.

5.5 Training. The Department agrees that its members will comply with all requirements of the State of Indiana for training of firefighters.

5.6 Successors and Assigns. This Agreement shall be binding on the parties hereto and their respective successors and assigns; provided; however that no

assignment or transfer of this Agreement or any rights or responsibilities hereunder by the Department is permitted without the express written consent of the Township.

5.7 Total Contract: Amendments: Captions. This Agreement sets forth the entire agreements of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and communications; whether oral or written, pertaining to the subject matter hereof. This Agreement shall not be modified, amended, waived or supplemented except by written instrument executed by both parties. Captions appearing in this Agreement are for convenience only and shall not be deemed to explain, limit or amplify the provisions hereof.

5.8 Governing Law. This Agreement and all questions of its interpretation, performance, and enforcement, and right and remedies of the parties hereunder, shall be determined in accordance with the laws of the State of Indiana.

5.9 State Reports. The Department agrees to furnish in a timely manner, and as directed by the rules and regulations of the Indiana State Fire Marshall's Office, a regular report listing the total number of runs made in the service area, and such information relating to firefighting, rescue, and fire prevention services of the Department as may be requested by the Indiana State Fire Marshall's Office. Such reports shall be made electronically or on the forms provided by the State of Indiana and shall be signed and certified by an officer of the Department.

5.10 Supervision. The Department, as an independent contractor, shall supervise, manage, control and direct its members in the performance of firefighting and other emergency responses as outlined in Section 1.1 of this Agreement.

5.11 Fire Chief Administration. The Fire Chief of the Department shall be elected in accordance with the Department's Constitution and By-laws. If at any time the Center Township Trustee objects to the performance of said Fire Chief, the Trustee may request his/her resignation in writing. Failure of the Chief to submit his resignation within a period of five (5) business days shall automatically result in an appeals process. Such process shall consist of a meeting with the Township Board whereby Board members shall meet with the Trustee and the Fire Chief, review the facts of the case, and make a non-binding recommendation regarding the removal or retention of the Chief. The Trustee, after considering the Board's recommendation shall make a final decision to retain or remove the fire chief. If the Trustee removes the Fire Chief, the Department shall fill the position according to their adopted procedures.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

CENTER TOWNSHIP OF LA PORTE COUNTY, INDIANA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CENTER TOWNSHIP VOLUNTEER FIRE DEPARTMENT  
OF LA PORTE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Approved by the Center Township Board this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Mark T. Swanson, Chairman

\_\_\_\_\_  
Scott Ford, Secretary

\_\_\_\_\_  
Michael Turner, Board Member