

## **AGREEMENT FOR FIRE AND PROTECTION SERVICES**

This Fire and Protection Services Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Town of Jamestown, Indiana (the "Town") and the Jamestown Volunteer Fire Department, Inc. (the "Department") (collectively the "Parties") upon the following terms and conditions.

### **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 under I.C. § 36-8-12-1 *et seq.*;

**WHEREAS**, the Town desires to secure fire extinguishment services and certain emergency rescue services from the Department for the incorporated areas of the Town;

**WHEREAS**, the Town owns pieces of firefighting apparatus, including vehicles (the "Town Vehicles"), loose equipment (the "Town Equipment"), and all the facilities utilized by the Department including 450 W. Main Street, Jamestown, IN (the "Real Estate") which it provides to the Department in exchange for the aforementioned fire extinguishment services and emergency rescue services; and

**WHEREAS**, the Department agrees to provide the aforementioned fire protection services and certain emergency rescue services for the incorporated areas of the Town subject to the conditions set forth herein.

**NOW, THEREFORE**, the Parties agree in consideration of the mutual terms, covenants, and conditions set forth hereinafter as follows:

### **AGREEMENT**

#### **SECTION 1 – SERVICES TO BE PROVIDED**

1.1. Fire and Emergency Responses. The Department shall provide sufficient personnel, as available, and shall utilize the Town Vehicles, the Town Equipment and the Real Estate along with any necessary equipment of the Department to extinguish fires and respond to rescue emergencies to the incorporated areas of the Town on a twenty-four (24) hour per day, seven (7) days per week basis (the "Services").

In the event the Department, due to staffing shortages not caused by the negligence of the Department, is unable to respond to extinguish a fire or respond to a rescue emergency within the incorporated areas of the Town, the Department shall take all reasonable steps to ensure said services are timely provided by a neighboring Fire Department.

In the event the Department, without good cause, fails or refuses to respond to a call to provide the Services within the Town, the Town, may at its option, declare this Agreement

canceled and be released from any further obligation under this Agreement. In such event, the Town shall be liable for the Payments outlined below in Section 2 and performance under the terms of this Agreement for the pro rata period of time from January 1, 2024 through the date of cancellation. If the Town cancels this Agreement, the Department shall be released from any further obligation to provide services in the Town.

1.2. Personnel. The Department agrees to provide personnel in order to provide the Services and shall cooperate with the Town's emergency personnel. All volunteers providing emergency services shall be certified as required by applicable Local, State, and Federal law or as required by State Administrative Codes and Regulations or as a condition for insurability.

1.3. Maintain Licenses/Certifications. The Department shall obtain, within a reasonable time frame (in no event shall a reasonable time extend beyond January 1, 2025) any provider licenses, certifications, and training records and shall keep said licenses, certifications, and training records in force as required by applicable Local, State, and Federal law or as required by State Administrative Codes and Regulations or as a condition for insurability and shall provide copies of the same to the Town.

1.4. Training. The Department agrees that all personnel of the Department shall comply with Indiana Codes as outlined by the Indiana Board of Fire Fighting personnel standards and education, and will continue the effort to provide volunteer personnel with required training for the purpose of maintaining the skill, proficiency and training level of its personnel, trainees and emergency vehicle operators at levels sufficient to satisfy no less than the minimum course requirements of applicable federal and state statutes, administrative codes and regulations, or conditions of insurability.

1.5. Maintain Records. The Department shall continue to prepare and maintain necessary records and meet all reporting requirements imposed by federal, state or county authorities or insurance carriers.

1.6. Meeting Attendance. The Department will have a representative of the Department attend at least one (1) regularly scheduled Town meeting per month.

1.7. Annual Budget. The Department will provide a budget that includes the projected expenses, actual expenses, and anticipated expenditures relating to the Town Equipment, the Town Vehicles, and the Real Estate each year to the Town and the Department agrees to work with the Clerk/Treasurer on creating an itemization of other items in said budget. The annual budget shall be submitted to the Town Council no later than April 1 of each year.

1.8. Report(s) and Manual(s). The Department will further create, maintain, and provide the following to the Town:

- 1.8.1. A run report that includes a list of calls responded to each month, including the date, time, address, nature of emergency, vehicles responding and personnel responding. This report shall also include calls that the Department was not able to respond to and reasoning for the non-

response for the month prior to be submitted to the Town at each monthly Town Council Meeting. Personal information contained within said reports which is required to be protected by Local, State, or Federal law, such as HIPPA or APRA, may be redacted by the Department.

- 1.8.2. Maintenance records of the Town Vehicles and the Town Equipment shall be kept by the Department and submitted to the Town as-received, but at least on a bi-annual basis on the first of day of January and the first day of June of each year during which this Agreement remains in effect.
- 1.8.3. The Department shall establish Standard Operating Guidelines (SOGs) within a reasonable time, but in no event shall a reasonable time extend beyond January 1, 2025. SOGs shall be kept, updated, acknowledged, and signed by each active member of the Department and submitted to the Town on an annual basis on the first of June of each year during which this Agreement remains in effect. The Department's operating procedures and/or SOG's shall be at levels sufficient to satisfy no less than the minimum requirements of applicable federal and state statutes, administrative codes and regulations, or conditions of insurability.
- 1.8.4. Water usage reports for training and operations to be submitted to the Town on a monthly basis prior to the monthly Town Council Meeting assuming water is used.

## SECTION 2 – PERMITTED USES, PAYMENTS, AND EXPENDITURES

2.1. The Town Equipment. The Town agrees to provide the Town Equipment for use by the Department in its performance of the Services, for training, for community events open to the general public as a whole, or as otherwise permitted under this Agreement (“Permitted Town Equipment Uses”). The Department shall not use the Equipment for anything other than Permitted Town Equipment Uses unless otherwise permitted herein. In consideration for the use of the Town Equipment, the Department agrees to provide the Services while this Agreement remains in effect. The purchase of additional Town Equipment or the repair of the Town Equipment shall be done at the sole and absolute discretion of the Town and shall be in an amount not to exceed the amount budgeted by the Town. All Town Equipment shall be kept on the Real Estate except when being used by the Department for performance of the Permitted Town Equipment Uses. The Town shall enter into and approve all contracts related to maintenance of the Town Equipment. Permitted Town Equipment Uses are subject to conditions of insurability. The Town shall carry insurance covering the Town Equipment.

For use of the Town Equipment that does not constitute the Permitted Town Equipment Uses, the Department shall obtain consent from a member of the Council of the Town appointed to serve as liaison to the Department (the “Liaison”) or, in the event that individual is not available, then from the Clerk/Treasurer. All scheduling of uses of the Town Equipment other than the Permitted Town Equipment Uses, after authorization is obtained from the Town, shall be done through the Fire Chief on a calendar posted in the meeting room.

The Department shall not, in any way, modify the Town Equipment to the extent said modification exceeds \$500.00 without the written consent of the Town. Any Town Equipment regardless of modification, shall remain the property of the Town.

In the event this Agreement is terminated or expires, the Department shall immediately surrender possession of all Town Equipment to the Town.

2.2. The Real Estate. The Town agrees to provide the Department with the use of the Real Estate to perform the Services, for purposes related to the Services such as training, exercise, monthly meetings, tours and/or recruitment of prospective members of the Department, for scheduled fundraisers which are open to the general public as a whole, or as otherwise permitted under this Agreement (the "Permitted Real Estate Uses"). For any permitted fundraisers, the Department shall provide at least seven (7) days notice to the Town. The Department shall not use the Real Estate for anything other than the Permitted Real Estate Uses unless otherwise permitted herein. In consideration for the use of the Real Estate to perform the Permitted Real Estate Uses, the Department agrees to provide the Services while this Agreement remains in effect. The Town will provide utilities for the Real Estate. The Town will enter into all contracts related to maintenance or any modifications to the Real Estate. Permitted Real Estate Uses are subject to conditions of insurability. The Town shall carry insurance covering the Real Estate.

For use of the Real Estate that does not constitute the Permitted Real Estate Uses, the Department shall obtain consent from the Liaison or, in the event that individual is not available, then from the Clerk/Treasurer. All scheduling of uses of the Real Estate other than Permitted Real Estate Uses, after authorization is obtained from the Town, shall be done through the Fire Chief on a calendar posted in the meeting room.

The Department shall not cause or permit any alterations, additions, or changes of or upon any part of the Real Estate to the extent said modification exceeds \$500.00 without the written consent of the Town.

Any and all alterations, remodeling, repairs, improvements, installations, additions, hardware, and non-trade fixtures, temporary or permanent, made to the Real Estate or any part thereof, whether placed there by the Town or by the Department, shall be the Town's property and shall remain on the premises upon termination or expiration of this Agreement.

In the event this Agreement is terminated or expires, the Department shall immediately surrender possession of the Real Estate to the Town.

2.3. The Town Vehicles. The Town agrees to provide the Town Vehicles to the Department for performance of the Services, for training, and for community events open to the general public (the "Permitted Town Vehicle Uses"). The Department shall not use the Town Vehicles for anything other than the Permitted Town Vehicles Uses unless otherwise permitted herein. In consideration for the use of the Town Vehicles to perform the Permitted Town Vehicle Uses, the Department agrees to provide the Services while this Agreement remains in effect. The

Town shall provide fuel and for the maintenance and repair of the Town Vehicles in an amount which will not exceed the amount budgeted by the Town. The Permitted Town Vehicle Uses are subject to conditions of insurability. The Town shall carry insurance covering the Town Vehicles.

For use of the Town Vehicles that does not constitute Permitted Town Vehicle Uses, the Department shall obtain consent from the Liaison or, in the event that individual is not available, then from the Clerk/Treasurer. All scheduling of uses of the Town Vehicles other than Permitted Town Vehicle Uses, after authorization is obtained from the Town, shall be done through the Fire Chief on a calendar posted in the meeting room.

The Department shall not, in any way, modify the Town Vehicles to the extent said modification exceeds \$1,500.00 without the written consent of the Town. Any Town Vehicles regardless of modification, shall remain the property of the Town.

In the event this Agreement is terminated or expires, the Department shall immediately surrender possession of all the Town Vehicles to the Town.

2.4. Provide Fire Hydrants and Water. The Town agrees to provide fire hydrants and water for training purposes, cleaning of the Real Estate, the Town Equipment, and the Town Vehicles, and for performance of the Services.

2.5. Insurance. The Town agrees to provide insurance as required under I.C. §36-8-12-6, 36-8-12-7, I.C. § 36-8-12-8, and I.C. § 36-8-12-10.

2.6. IVFA Dues. The Department shall pay the IVFA dues for any and all lifetime members. The Town shall pay the IVFA dues for the active roster list, which shall not exceed thirty (30) members commencing in 2025.

2.7. Communication. The Town agrees to provide radio maintenance, to the extent said maintenance is not provided by the County and IAM Responding annual renewal. The Town and the Department agree to discuss an arrangement regarding ESO or other reporting software in the future.

2.8. Clothing Allowance. The Town will pay the sum of one hundred dollars (\$100.00) per member of the Department for a clothing allowance and one hundred dollars (\$100.00) per member for a vehicle allowance in November of each year that this Agreement remains in effect.

2.9. Cell Phone Reimbursement. The Town shall provide cell phone reimbursement to the Fire Chief in an amount of \$460.00 annually in November of each year that this Agreement remains in effect.

2.10. Manner of Payment. The Town will pay said funds to the Department to be distributed based upon the active member roster of the Department, which is currently nineteen (19) individuals and shall not exceed thirty (30) individuals.

## SECTION 3 – PROPERTY OWNERSHIP AND FUNDING

3.1. Property Ownership. By virtue of this Agreement, the Department acquires no right, title, or interest in any of the Town Equipment, Town Vehicles, or the Real Estate. The Town Equipment, the Town Vehicles, and the Real Estate leased by the Town to the Department to enable the Department to perform the Services shall remain the property of the Town and in the event of termination or expiration of this Agreement they shall be surrendered to the Town immediately. All property purchased by the Department with funds raised or acquired through other means shall remain the property of the Department in the event of the termination or expiration of this Agreement.

3.2. Real Estate, Town Equipment, and Town Vehicles Use. The Department shall not assign, mortgage, encumber, or transfer its right to use the Real Estate, the Town Equipment, or the Town Vehicles or any part thereof or grant any license in connection therewith without the written consent of the Town, which may be withheld or granted in the absolute discretion of the Town. The Department shall further not permit any third-party to use the Real Estate, the Town Equipment, or the Town Vehicles, for any purpose, without the written consent of the Town, which may be withheld or granted in the absolute discretion of the Town.

At the expiration or termination of this Agreement, the Real Estate, the Town Equipment, and the Town Vehicles shall be returned to the Town in as good condition as when the Department took possession, effects of ordinary wear and casualty excepted.

3.3. Fundraising. The Department may conduct fund raising activities or acquire funds through grants and said funds will be the property of the Department and may be used in a manner deemed appropriate by the Department and as permitted by applicable Local, State, and Federal Law.

## SECTION 4 – GENERAL PROVISIONS

4.1. Effective Date and Term. The Parties agree and understand that this Agreement shall be for a term of one (1) year, effective as of January 1, 2024 and extending through December 31, 2024. This Agreement shall renew automatically for subsequent one (1) year terms. Either party may give written Notice of Termination for cause or due to economic circumstances at least thirty (30) days prior to the expiration of the then-current term.

The Liaison and the Department agree to meet in October of each calendar year or as needed while this Agreement remains in effect to discuss the need for any amendments to this Agreement.

4.2. Early Termination. Except as provided in Section 1.1 of this Agreement, in the event that the Parties fail or refuse to comply with any of the provisions of this Agreement during any term where this Agreement is in effect, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. The notice shall provide the defaulting party with a period of fifteen (15) days to cure the default. If the

defaulting party does not cure the default within the fifteen (15) day period, this Agreement shall be terminated effective thirty (30) days after written notice of default was received.

4.3. Exchange of Information. The Department shall provide the Town, upon the request of the Town and within a reasonable time thereafter, the following information:

4.3.1. Current Roster of the active members of the Department;

4.3.2. Updated copies of the Department's Bylaws, Articles of Incorporation, budgets, SOGs, and other organizational documents of the Department; and

4.3.3. Any other documents which the Department is required to provide under this Agreement, the Department's bylaws, or applicable Local, State, or Federal Law or as a condition for insurability.

4.4. Modifications. This Agreement represents the entire agreement between the parties. No changes, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon either of the Parties unless executed in writing by authorized representatives of each of the Parties.

4.5. Enforcement and Severability. If any provision of this Agreement or its application is held invalid, then the remainder of this Agreement or the application of the remainder of this Agreement shall not be affected. In the event that an action at law becomes necessary for the enforcement of this Agreement, reasonable attorney's fees shall be allowed to the party who prevails.

4.6. Notices. Any and all notices required to be provided in writing to the Parties shall be sent via USPS or hand delivered to the following:

If to the Town:  
The Town of Jamestown  
Attn: Clerk/Treasurer  
P.O. Box 165  
Jamestown, IN 46147

If to the Department:  
The Jamestown  
Volunteer Fire Dept., Inc.  
Attn: Chief of Department  
450 W. Main St.  
Jamestown, IN 46147

IN WITNESS WHEREOF: The Town and Department has executed this contract on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**TOWN OF  
JAMESTOWN, INDIANA**

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Shane Childress, Council President

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Ben Stokes, Council Member

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Carol Leeke, Council Member

ATTEST:

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Lori Hieston, Clerk Treasurer

**JAMESTOWN VOLUNTEER  
FIRE DEPARTMENT, INC.**

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Matthew Beaver, Fire Chief

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Tristan Mitchell, Trustee

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Erick Landrum, Trustee

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Mike Calvert, Trustee