

Contract for Fire Protection

This Contract is entered into this _____ day of _____ 2007 between Indian Creek Township of Monroe County, a political subdivision, (hereinafter referred to as “Township”) and Indian Creek Fire Fighters, Inc. (hereinafter referred to as “Fire Department”), both of Monroe County, Indiana (hereinafter referred to collectively as “parties”).

WHEREAS, the Township has certain responsibilities for fire protection under Indiana Code 36-8, and for fire prevention for the residents, businesses, farms and forests of Indian Creek Township, and

WHEREAS, the Township is authorized to contract with a volunteer fire department that maintains adequate firefighting service in accordance with IC 36-8-12, and

WHEREAS, the Fire Department is a volunteer fire department that maintains adequate firefighting services in accordance with Indiana Code Section 36-8-12, and

WHEREAS, to provide fire protection services to Indian Creek Township and its residents, businesses, farms and forests, it is desirable for the Township and Fire Department to enter into a contract for fire protection.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this agreement, the parties agree as follows:

Article 1 – Services Provided

- 1.1 The Fire Department shall provide and maintain the supplies and equipment and personnel necessary to provide reasonable fire protection within the geographic area of Indian Creek Township and as any mutual aid agreements with neighboring entities require.
- 1.2 The Fire Department agrees that its building may serve as an emergency shelter for the public in case of disaster. The Township agrees to reimburse the Fire Department for operational and maintenance expenses incurred for each event while serving as an emergency shelter. The Fire Department shall present the Township with an itemized invoice for such expenses within thirty (30) days of the last day of any shelter use, and reimbursement shall be made by the Township within thirty (30) days of the date of the invoice.

Article 2 – Contract Period

- 2.1 The contract period will begin on April 15, 2007, immediately after the end of the previous contract, with no gap in time, and it will end at 12:00 midnight on January 15, 2008, unless renewed or terminated as described elsewhere in this Contract.

Article 3 – Personnel and Equipment

- 3.1 The Fire Department will staff the station with at least one paid firefighter from 7:00 a.m. until 5:00 p.m. each Monday through Friday. Fire protection at other times will be provided by volunteer firefighters.
- 3.2 **Standards for Volunteer Firefighters:** Volunteers shall be trained to State of Indiana standards for volunteer firefighters. Volunteers will provide emergency medical services in accordance with their training.
- 3.3 **Standards for Paid Firefighters:** Paid firefighters will meet the standards set forth in Indiana Code Sections 36-8-10.5-1 et seq. and Indiana Code 38-8-3.2-1 et seq.
- 3.4 **Standards for All Firefighters:** All new Fire Department firefighters must complete at least forty (40) hours of training, covering all areas specified in Indiana Code 36-8-10.5-7. All existing firefighters will be required to receive at least thirty-two (32) training hours per year. With the exception of the Basic 40-Hour Training class, fifty percent (50%) of training received outside the Fire Department will count towards the thirty-two-(32) hour requirement.
- 3.5 **Documentation:** All training and certification must be documented by the State Fire Marshall's Office, the Indiana Volunteer Fire Fighters Association, Certified Training Instructors or other appropriate entity. The Fire Department's Fire Chief will track all training hours for each firefighter and all maintenance of vehicles and equipment.

Article 4 – Payment Amounts and Timing

- 4.1 **General Fire Protection and Firefighting Services:** Township will pay Fire Department Twenty-Six Thousand, Six-Hundred and Twenty-Five Dollars (\$26,625.00). This sum shall be a comprehensive payment for fire protection and firefighting services including all allowances for clothing, automobile and other statutory allowances, and for any and all insurance premiums incurred by Fire Department, including all liability insurance, accident, smoke inhalation, death and disability and vehicle coverage of any vehicle owned by Fire Department.

4.2 **Weekday Fire Protection and Emergency Medical Services:** Township will pay Fire Department Eighteen Thousand Dollars (\$18,000.00). This sum shall be for the payment of fire protection and emergency medical technician services from 7:00 a.m. until 5:00 p.m. each Monday through Friday.

4.3 **Timing of Payments:**

4.3.1 On April 16, 2007, Township shall provide \$8,200 to Fire Department for the Fire Department's annual liability insurance premium for both the Fire Department and the Township, due on or about May 1 of each year.

4.3.2 The remaining amount of \$36,425 shall be paid quarterly, in advance, as follows:

On April 16, 2007: \$12,141

On July 16, 2007: \$12,142

On October 15, 2007: \$12,142

Article 5 – Liability

5.1 Fire Department shall procure and maintain insurance as required by law of the State of Indiana, including but not limited to that insurance coverage required by Indiana Code 36-8-12. Group policies will include but not be limited to adequate medical, disability, death indemnification and liability coverage, all as required by statutes.

5.2 Fire Department shall obtain and maintain property damage and liability insurance for the benefit of itself and for the benefit of Indian Creek Township, Indian Creek Township Trustee, and Indian Creek Township Board, and their successors or assigns, with all of the above being named insureds. Proof of payment of insurance shall be provided by the Fire Department to Township in the form of a Certificate of Liability Insurance within ten (10) days of the time it is renewed each year.

Article 6 – Records

6.1 Fire Department will keep records current and submit to an annual audit by a certified public accountant or similarly trained professional, if the Trustee agrees in advance to pay for such professional services. A written summary of the professional's findings will be open to appropriate federal, state, and local government officials for inspection.

- 6.2 Fire Department will allow Township Trustee and Township Board to inspect appropriate books, financial records, and certifications with advance notice of at least three (3) business days or as provided by Indiana law. Trustee shall reimburse the Fire Department \$0.10 per page for copying. Pursuant to Indiana Code § 36-8-12-18, the Fire Department declares all other personnel and applicant files to be confidential.

Article 7 – Conflict Resolution

- 7.1 If at any time, either party believes that the other is not in compliance with the contract, the party alleging noncompliance must provide written notice to the other via certified mail within seven (7) days of learning of any alleged noncompliance.
- 7.2 The party whose noncompliance is alleged shall then have seven (7) days to provide a written response via certified mail to the original party.
- 7.3 If the party alleging noncompliance is unsatisfied by that response, the Township Trustee and one or more members of the Indian Creek Township Board and the Fire Department President and one or more members of the Fire Department Board shall promptly meet to review the concerns and to make a good-faith attempt at a resolution.
- 7.4 In the event that a meeting between the parties as described above does not resolve alleged contract issues, and the alleged breach is not cured, litigation concerning this contract may be filed in the Monroe County Circuit Court.
- 7.5 Any party adjudicated to be in breach of this contract may be required to pay reasonable attorney fees and costs incurred by the prevailing party.
- 7.6 If written notice of any alleged breach is not provided to the other party as mandated by this Article, any allegations of breach made as statements to the press, as statements to the public at any Township meeting, or as statements orally or in writing to any resident or group of residents of Indian Creek Township shall be considered a violation of this contract and the party making the statement shall be liable for liquidated damages of \$500 per occurrence.

Article 8 – Modification

- 8.1 No alterations, modifications or amendments may be made to this contract except in writing and signed by all signatories of the original contract or their successors.

Article 9 – Termination or Renewal

- 9.1 This contract may be terminated by either party upon ninety (90) days written notice received by the other party.
- 9.2 If no notice of termination is received by Fire Department by January 15, 2008, the contract shall automatically renew for successive three-month periods. When the contract automatically renews, payments of \$14,875 each will be due January 15, April 15, July 15, and October 15, 2008. This contract will continue to renew automatically for three-month periods until such time as a party terminates it by written notice, or a new contract, signed by the parties, takes effect.

Article 10 – Miscellaneous

- 10.1 The Fire Department shall comply with all laws relating to not-for-profit corporations and shall remain in good standing as a not-for-profit corporation under applicable state and federal law.
- 10.2 The Township shall comply with all laws relating to townships.
- 10.3 In the event that any provision of this contract conflicts with the Indiana Code, the provision contained in the Indiana Code shall take precedence and shall apply.
- 10.4 The parties agree that, with respect to the form of this Contract, both parties assume joint responsibility for the form and composition of each paragraph, and the parties agree that this Contract shall be interpreted as though each of the parties participated equally in the composition of each and every part of this Contract. This Contract is not to be strictly construed for or against either of the parties.
- 10.5 The parties agree that the failure to enforce any provision or obligation under this Contract shall not constitute a waiver of or serve as a bar to the subsequent enforcement of such provision or obligation under this Contract.
- 10.6 The titles and headings to the various Articles, Sections, and Paragraphs contained in this Contract are for purposes of reference solely, and shall not be construed to limit or otherwise affect the meaning of the provisions contained in and under such titles and headings.

10.7 If any provision of this Contract is held to be invalid or unenforceable, such provision shall be separated from this Contract, and all other provisions shall continue and remain in full force and effect.

DATED at Bloomington, Indiana, this _____ day of _____ 2007.

INDIAN CREEK TOWNSHIP, by its: INDIAN CREEK FIRE FIGHTERS, INC.,
by its:

Trustee

President, Board of Directors

Vice President, Board of Directors

Treasurer, Board of Directors

Secretary, Board of Directors

Approved as to Form:

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