

RESOLUTION 88-24

To Approve a Contractual Agreement Providing for Mutual Aid Fire Protection Services

WHEREAS, Perry Township and the Perry-Clear Creek Fire Protection District of Monroe County, Indiana have established a Contractual Agreement for the provision of fire protection services; and

WHEREAS, the City of Bloomington agrees to provide and receive mutual aid on an "on-call" basis with the District; and

WHEREAS, such action is authorized by the provisions of I.C. 36-1-7-1 et seq:

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

In consideration of the mutual promises and covenants set forth in the Contractual Agreement, attached hereto and made a part hereof, the Bloomington Common Council hereby approves execution of this Agreement by the Mayor.

This Resolution shall be in full force and effect from and after passage by the Common Council of the City of Bloomington and approval by the Mayor.

PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this day of 1988.

PAM SERVICE, President
Bloomington Common Council

SIGNED and APPROVED by me upon this day of 1988.

TOMILEA ALLISON, Mayor
City of Bloomington

ATTEST:

PATRICIA WILLIAMS, City Clerk
City of Bloomington

SYNOPSIS

This Resolution approves execution of a Contractual Agreement for the provision of fire protection services between Perry Township, the Perry-Clear Creek Fire Protection District of Monroe County, Indiana, and the City of Bloomington. The Agreement provides for mutual aid services on an "on-call" basis between the City and the District through December 31, 1989.

CONTRACTUAL AGREEMENT
CONCERNING FIRE FIGHTING
EQUIPMENT AND FACILITIES
FOR 1988 AND 1989

Perry Township, Monroe County, Indiana (hereinafter referred to as the Township), Perry-Clear Creek Fire Protection District of Monroe County, Indiana (hereinafter referred to as the District), and the City of Bloomington in Monroe County, Indiana, (hereinafter referred to as the City), in furtherance of the goals set forth in the Interim Contractual Agreement previously entered into by them, hereby agree as follows:

1. From January 31, 1988 through December 31, 1989 the Township will provide the following to the District.
 - a. The fire protection equipment owned by the Township identified on Exhibit "A", which is attached hereto and incorporated herein by reference.
 - b. The Township facilities located at 3955 Kennedy Drive, Bloomington, Indiana. Said facilities consist of the real estate at the above location and all improvements thereon. Said real estate is more particularly described in the deed thereto attached hereto as Exhibit "B". Said facilities will be referred to hereinafter as the Fire Station.
 - c. The District's use of the Fire Station is subject to the Township's right to continue using the main office, northeast office and foyer in the Fire Station so long as desired. The Township retains the right to change its facility usage to the southeast office, with access thereto through the adjacent foyer, thereby providing the main office and northeast office to the District.
 - d. There is a currently unimproved lot owned by the Township located across Kennedy Drive from the Fire Station. Said real estate is more particularly described in the deed thereto attached hereto as Exhibit "C". The Township intends to develop said real estate as a park. That real estate will be referred to hereinafter as the Park. The District shall be entitled to the exclusive use of the Park on one Saturday each month for training and equipment maintenance purposes. Said use shall be scheduled at least two weeks in advance through the Township Trustee. No auto extrication/rescue practice or training shall take place in the Park.
2. Consideration and terms for use of said facilities and equipment will be as follows:
 - a. The District shall pay \$10,000.00 per year in exchange for the use of said equipment and facilities. Receipt of said amount for the year 1988 is acknowledged by the Township. The \$10,000.00 for 1989 will be payable in two equal installments of \$5,000.00 each, being payable upon the District's receipt of the June and December 1989 tax distribution from the Auditor.
 - b. The District shall maintain the equipment in accordance with all state standards, and shall keep monthly maintenance records on such which shall be available to the Township.
 - c. The District shall pay 100% of the cost of insurance for all equipment identified on Exhibit "A".
 - d. The District shall perform all prudent maintenance on the Fire Station, both on the building and the grounds. Any

structural changes and any repairs in excess of \$500.00 shall be approved in advance by the Township.

- e. The District shall mow the Fire Station and Park lawns at least one time each week during the growing season. The District shall repair any damage to the Park caused by its use thereof.
- f. The District shall pay 75% of the cost of utilities for the Fire Station so long as the Township utilizes its current portion of the Fire Station. If the Township changes to the southeast office the District shall pay 100% of utility costs thereafter.
- g. The cost of insurance on the Fire Station will be shared equally by the Township and the District so long as the Township continues to use its current portion of the facilities. If the Township changes to the southeast office the District shall pay 100% of insurance costs thereafter.
- h. The Township shall be designated as insured on all insurance policies obtained or paid for by the District insuring Township property or providing any protection related to loss of said property or loss related to its use or other liability creating events.
- i. The District shall indemnify and hold the Township harmless as to loss to equipment and all losses related to fire protection activities. Such indemnification and hold harmless terms will apply to liability and property and any other losses.
- j. Said facilities and equipment shall be utilized by the District only for fire protection activities. The Township shall retain control and use of said Fire Station, Park and equipment for other compatible purposes, but fire protection shall be the first and priority use. The Township shall have sole authority with respect to use of said facilities and equipment for purposes other than fire protection.
- k. Individuals using said facilities and equipment for fire protection purposes shall be pre-approved by the District in accordance with training and experience criteria acceptable to the board established in Paragraph 6 of this agreement. Those criteria shall take into fair consideration the actual and important need for fire protection services to be cooperatively provided by paid staff and by all available and willing qualified volunteers.
- l. The Township and District shall cooperate to operate a volunteer fireman not-for-profit corporation. This organization's primary purpose shall be to serve as a means of recruitment and training of volunteer firemen to enhance and assist the employed staff of the District.
- m. Auto extrication/rescue operations practice or training shall take place only on the paved parking lot north of the Township building on Kennedy Drive. No vehicles used in such procedures shall be on the premises more than two days before or after such use. The premises shall be kept clean of all debris associated with such procedures.
- n. The Township shall have the right to designate two handicapped parking spaces. Visitors to Township offices for Township business will have the right to use any parking which does not interfere with fire protection.
- o. No Township equipment shall be stationed outside of Perry Township without advance Township approval.

3. In accordance with I.C. 36-1-7-4 (a)(3), the undersigned designate the disbursing officer of the District, also known as the fiscal officer (I.C. 36-8-11-2), the duty to receive, disburse, and account for all monies of the joint undertaking.
4. The District shall reimburse to the Township its costs for attorney expenses related to creation and implementation of this agreement, and shall reimburse the Township the full cost of Attorney expenses related to entering into the Interim Contractual Agreement, but in all events not to exceed a grand total of \$1,500.00 This amount shall also take into consideration the requested assistance as to amendments to the Not-for-Profit Corporation.
5. The City and the District will provide mutual aid on an "on call" basis.
6. This Agreement shall be administered through a board consisting of three members, one named by and representing the District, one named by and representing the Township, and one named by and representing the City. All proposed members of the joint board shall be subject to prior approval by each party to this Agreement prior to their being qualified to serve on such board. The joint board established by this Agreement shall only have the limited powers expressed herein. These limited powers shall consist of a general and periodic administrative overview and general assistance to facilitate the accomplishment of the intents and purposes of this Agreement as described herein and incorporated from the Interim Contractual Agreement. The District shall have exclusive authority and responsibility for actual implementation of fire protection services, except as contemplated by Paragraph 5 hereof.
7. This agreement can be terminated by the Township before December 31, 1989 if the District ceases to be the legal entity charged with providing fire protection to all of Perry Township not annexed by or incorporated into the City of Bloomington, Indiana. The Township would be entitled to make such termination effective at such time as the District ceased to provide fire protection services to all of Perry Township not annexed by or incorporated into the City of Bloomington, Indiana.
8. If the District becomes responsible for provision of fire protection to geographic areas which were not within its area of geographic responsibility as of January 31, 1988 then the Township will have the right to increased monetary consideration above the \$10,000.00 specified herein. Such sum would be calculated in proportion to the increase in the appraised value of the real estate in the expanded district compared to the appraised value of the real estate in the original district size. The sum would be payable when such services began. For instance, if the appraised value of real estate in an expanded district were 25% more than the appraised value of real estate in the original district, and fire protection services were provided to the expanded district for the last half of 1989, then the additional consideration due on July 1, 1989 would be \$1,250.00, which is 25% of the total annual payment, reduced in proportion to the one half year for which services would be provided.
9. If additional equipment is added to the equipment provided by the Township to the District then additional compensation will be paid in proportion to the value of that added equipment to the total value of all equipment listed in Exhibit A.
10. The undersigned hereby covenant that each shall in a public spirited manner, conscientiously, cooperatively, and in utmost good faith, expend their respective best efforts to

fulfill their respective responsibilities and implement the terms and intentions of this agreement to thereby provide and facilitate fire protection services. The terms and provisions of this agreement shall be applied and construed in a manner that best serves the public interest.

All of which is effective January 31, 1988, and agreed to as shown by the signatures below.

City of Bloomington

Date: _____

By: _____
Tomilea Allison, Mayor
City of Bloomington

Perry Township, Monroe County,
Indiana

Perry-Clear Creek Fire
Protection District of Monroe
County, Indiana

Asked to attend: 2/1988
Behrke
Peterson
_____ Trustee

Date: 2-2-88

By: _____
Kevin Burk, President
Perry-Clear Creek Fire
Protection District

Date: 5/3/88

Date: 2-2-88

By: _____
Warren P. Henegar
Perry Township Board

By: _____
James Dunning, Trustee
Perry-Clear Creek Fire
Protection District

Date: 3/2/88

Date: 2-2-88

By: _____
Martha Regester
Township Board

By: _____
Charles Freeman, Trustee
Perry-Clear Creek Fire
Protection District

Date: 3/2/88

By: _____
Barbara Sturbaum
Township Board

Prepared for Perry Township by:
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Attorney at Law
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Bloomington, IN 47401
(812) 339-4899