

RESOLUTION 87-16

TO APPROVE AN INTERIM INTERLOCAL AGREEMENT FOR
PROVISION OF FIRE PROTECTION SERVICES

WHEREAS, Perry Township and Clear Creek Township are in an emergency situation in that the status of the proposed Fire District is unclear, and the volunteer firefighters are currently not providing fire protection services to the Townships, and as of October 1, 1987, Perry Township has instituted proceedings to form a new volunteer fire company, thereby leaving the Townships in a transition period; and

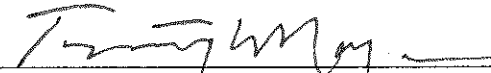
WHEREAS, the City, by and through its fire department, is ready, willing, and able to provide such emergency fire fighting assistance as is necessary to protect the health, safety, and welfare of the residents of Perry Township and Clear Creek Township; and

WHEREAS, such actions are authorized by the provisions of Indiana Code 36-8-13-3 and 36-1-7-1 et seq.;

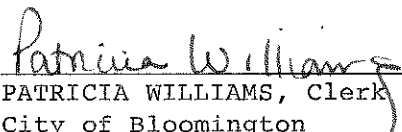
NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Interim Interlocal Agreement for Provision of Fire Protection Services, attached hereto and made a part hereof, the Bloomington Common Council hereby approves execution of this Agreement.

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.

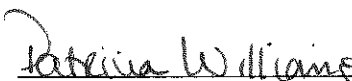
PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 21 day of October, 1987.


TIMOTHY MAYER, President
Bloomington Common Council

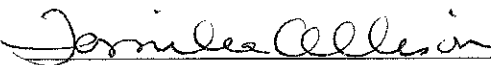
ATTEST:


PATRICIA WILLIAMS, Clerk
City of Bloomington

PRESENTED by me to the Mayor on this 28 day of October, 1987.


PATRICIA WILLIAMS, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 28 day of October, 1987.


TOMILEA ALLISON, Mayor
City of Bloomington

SYNOPSIS

This resolution approves the execution of an Interim Interlocal Agreement for the Provision of Fire Protection Services to Perry and Clear Creek Townships. The Agreement provides City firefighting assistance from October 1 - December 31, 1987, during the time in which the Townships are reorganizing their fire protection services. The City will receive \$7,500, and the Townships will indemnify and insure the City during the Agreement.

Signed copies 10/28/87

*Don Combs Fire
County Atty Controller
Bessie Thrasher
Legal (City Clerk)*

**INTERIM INTERLOCAL AGREEMENT FOR
PROVISION OF FIRE PROTECTION SERVICES**

This agreement is entered into for the provision of fire protection services to Perry Township and Clear Creek Township (hereinafter collectively referred to as "Townships") and the City of Bloomington (hereinafter referred to as "City").

WITNESSETH THAT:

WHEREAS, The Townships are in an emergency situation in that the status of the proposed Fire District is unclear, and the volunteer firefighters are currently not providing fire protection services to the Townships, and as of October 1, 1987, Perry Township has instituted proceedings to form a new volunteer fire company, thereby leaving the Townships in a transition period; and

WHEREAS, the City, by and through its Fire Department, is ready, willing, and able to provide such emergency fire fighting assistance as is necessary to protect the health, safety, and welfare of the residents of Perry Township and Clear Creek Township; and

WHEREAS, such actions are authorized by the provisions of Indiana Code §§ 36-8-13-3 and 36-1-7-1 et seq.;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth the Townships and the City hereby enter into this interim agreement for provision of fire protection services.

1. **Service.** City agrees to provide Townships with all reasonable and necessary emergency manpower assistance for fire-related emergencies within the jurisdiction of Perry Township (outside of the corporate limits of the City) and all of the Clear Creek Township. It is understood by the parties that this assistance shall consist of a truck with four (4) firefighters.
2. **First Response.** It is agreed by the parties that the first fire fighting team to arrive at the scene of a fire-related emergency shall commence operational control. Perry Township's personnel shall maintain command throughout the emergency.
3. **Duration.** This agreement shall provide fire protection services to the Townships from October 1 - December 31, 1987. The agreement may be terminated at any time upon written notification.
4. **Terms.** In consideration of the fire protection services provided by the City, Perry Township agrees to pay \$7,500 to the City, payable in monthly paymentf of \$2,500. Payments shall be payable to the City of Bloomington, and submitted to the City Controller on October 31, November 30, and December 31, 1987.
5. **Hold Harmless.** The Townships agree to indemnify, defend, and hold the City harmless from any and all claims or liabilities which may result from their participation in this agreement including but not limited to, attorney fees and the cost of litigation.
6. **Insurance.** The Townships agree to provide the City with a Certificate of Insurance showing the City as an additional insured on the Townships' insurance policies covering liability and accidents.

CITY OF BLOOMINGTON

By: _____

LARRY FLEENER, CHIEF

PERRY TOWNSHIP

By: _____

DAN COMBS, TRUSTEE

By: _____

TOMILEA ALLISON, MAYOR