

**TWO YEAR FIRE PROTECTION AGREEMENT  
CASS COUNTY FIRE DISTRICT #1 AND  
NEW WAVERLY FIRE DEPARTMENT  
FOR 2019/2020**

THIS TWO YEAR AGREEMENT, hereinafter referred to as "Agreement" is entered into this 4<sup>th</sup> day of June, 2018 with an effective date of January 1, 2019, by and between NEW WAVERLY FIRE DEPARTMENT, hereinafter referred to as "Department" and CASS COUNTY FIRE DISTRICT NO. 1 hereinafter referred to as "District."

WHEREAS, Department has the desire and the capability of providing fire protection and emergency services to the unincorporated areas of District; and

WHEREAS, District desires to receive fire protection and emergency services from Department; and

WHEREAS, the parties desire to set out their obligations and duties with relation to the continuation of fire protection and emergency services for the District by the Department:

NOW THEREFORE, District and Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

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, 2019 and extending through December 31, 2020. District and Department agree to a two-year contract to align with the Contractor Benefit Report recommendation of 2016.

2. **Service Area.** The service area covered by the Agreement ("Service Area") shall be (1) the entire unincorporated area of Cass County Fire District No. 1, which includes the unincorporated areas of Noble, Clay and Eel Townships in Cass County, (2) a part of Washington Township, Cass County bounded by the Washington Township line on the West; County Road 350 S on the South; County Road 150 E on the East; and Clinton Street on the North; but excepting from that area the Logansport Industrial Park and the Logansport Municipal Airport; (3) a part of Washington Township, Cass County bounded by 150 E (18<sup>th</sup> Street) on the West; Highway 35 & 24 on the South; County road 335 E on the East and the Wabash River on the North; (4) the grounds for the Logansport State Hospital, including the Department of Correction; and (5) will also include the unincorporated area of Miami Township, Cass County, in the event that Miami Township becomes a part of the district.



3. **Fire Protection.** Department shall provide fire protection and emergency services, as the primary responding Department, within the Service Area on a twenty-four (24) hours per day, seven (7) day per week basis. In order to provide those services, Department shall provide the necessary trained, certified and equipped firefighters to respond to all reasonable calls to extinguish fires and for emergency services. All volunteers providing emergency services shall be certified as required by IC 16-31-3-6. Department shall maintain all necessary equipment and supplies needed for such services. Department shall, at its expense, furnish liability insurance.

In the event Department, without cause, fails or refuses to respond to a call to fight fires within the Service Area, District may, at its option, declare this Agreement canceled and be released from any further obligation under this Agreement. In such an event, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2019 through the date of cancellation of this Agreement. If District cancels this Agreement as provided herein, Department shall be released from any further obligation to provide services in the Service Area.

4. **District Equipment.** District owns certain structures and firefighting equipment, which it will permit Department to use in fulfilling its obligations under this Agreement. Department shall be responsible for the maintenance of such structures and equipment and for providing information to District on such maintenance. Department shall maintain a current list of District's equipment with estimated replacement value and provide a copy to the Fiscal Officer by February 1<sup>st</sup> of each year.

5. **Maintenance of Structures and Equipment.** Department, shall, at the District's expense, provide routine maintenance on all structures and equipment owned by District and used by Department, keeping such structures and equipment in good condition at all times, reasonable wear and tear excepted. Any repair or replacement costs shall be paid by the owner of the structure or equipment. The Department shall be financially responsible for all utilities including lights, water, sewer, gas, cable, internet and other costs associated with Department and district operations.

6. **Telephone and Radio Communications:** Department shall establish telephone and radio communications so that in the event of a fire or emergency in any place in the Service Area, it can receive notice of such a fire or emergency. Immediately following such notice, it



will go to the fire or emergency with the appropriate equipment and personnel and use its best efforts to address the fire or emergency.

7. **Mutual Aid:** Department shall have the right to enter into reciprocal agreements with units of other fire fighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and fire fighting forces to each other by way of mutual aid.

8. **Logansport State Hospital:** Department shall follow all terms of the contract between Logansport State Hospital and Cass County Fire District#1.

9. **Reimbursement for Equipment:** District will reimburse Department for repair of District's equipment within 30 days of repair. Any repair of equipment over \$200 must be approved by at least two members of the District Board of Trustees. All receipts of equipment and repairs must have a claim form attached to the receipt in order for the District to keep track of equipment related expenses.

10. **Non-Exclusive Agreement:** Department shall have the right to enter into agreements whereby it contracts, for compensation, to provide fire protection to any other township or townships that may desire such protection. However, Department will not knowingly enter into any such agreements which would impede its ability to perform under this Agreement to provide adequate fire protection or emergency services response for the District.

11. **Liability, Collision and Comprehensive Insurance:** Department shall, at its own expense, provide its insurance covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, Department shall maintain, at its expense, the current standard form of public liability and damage and collision and comprehensive insurance, which meets minimum standards for volunteer fire departments as required by state law protecting the District against any such liability and loss through an insurance company. In addition, such policy of public liability insurance shall include any structures and equipment owned by District used for fire protection activities by Department. Such policy for public liability insurance shall be not for less than the following limitations: Bodily Injury, each person one million (\$1,000,000.00) or the required statutory amount, whichever amount is greater; Bodily Injury, each accident one million (\$1,000,000.00) or the required statutory amount whichever amount is greater; Property Damage, each accident five hundred thousand (\$500,000.00). Such policy for

collision and comprehensive insurance shall be not for less than the agreed value of all of District's structures and vehicles. Such insurance coverage's of Department will be provided by the inclusion of District's name in Department's policy or by separate policy issued directly to District. In addition, Department shall provide District with a copy of the Declaration Pages for the commercial auto policy and certificates of insurance issued by insurance company with the District endorsed as an additional named insured and loss payee for the truck(s) it owns. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

12. **Insurance Coverage for Members of Department:** Department hereby acknowledges and agrees that a portion of the compensation to be paid by District to Department is paid for the procurement of insurance for the fire fighting members of Department required under Indiana Code 36-8-12-6. The Department shall procure such insurance for members of Department so as to be in effect throughout the term of this Agreement with respect to the following coverage's and in not less than the following amounts:

- (a) Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a firefighter for a cardiac disease event proximately cause within forty-eight (48) hours by or occurring in the course of the performance of the duties of a firefighter while in an emergency situation:
  - (i) for total disability that prevents the member from pursuing his usual vocation, a weekly indemnity of not less than \$290, up to a maximum of 260 weeks; and
  - (ii) for medical expenses, coverage for incurred expenses in an amount not less than \$75,000.
- (b) At least \$150,000 to the beneficiary, beneficiaries or estate of a firefighter if the firefighter dies from an injury or smoke inhalations cause by or occurring in the course of the performance of the duties of a firefighter or from a cardiac disease even proximately caused within forty-eight (48) hours by or occurring in the course of the performance of the duties of a volunteer firefighters.
- (c) At least \$150,000 to the firefighter if the firefighter becomes totally

and permanently disabled for a continuous period of not less than 260 weeks as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties as a firefighter.

The foregoing coverage's shall be provided under a group plan, if available to the Department. The policy or policies procured pursuant to this Section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties. In the event Department fails to maintain the insurance coverage's required under this Section and District is required to pay the amount that would otherwise have been available under such coverage's to a member of Department under Indiana Code 36-8-12-6(g), the Department shall indemnify and reimburse the District for all payments, costs, and expenses, including reasonable attorney's fees, incurred by the District by reason of the Department's failure to maintain the insurance coverage. Department will also provide evidence satisfactory to District that there is a Worker's Compensation policy in effect during the Fire Protection Agreement. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

13. **Compensation and Use of Funds:** (a) The District shall pay to Department a total of \$647,000 for the period of the Contract payable in equal semi-annual installments respectively on January 31, 2019/2020, and July 31, 2019/2020. In the event the District does not make a payment within fifteen (15) days of the due date, the District could incur the late payment penalty provided in IC 5-17-5-1, at the discretion of the Department.

(c) The parties agree that the compensation provided in this Section 11, specifically includes all amounts District may be required to pay under IC 36-8-12-5(a). District shall have no other obligation to make any payments under IC 36-8-12-5(a).

14. **Assignment:** This Agreement shall not be assigned by Department without the prior written consent of District.

15. **Exchange of Information:** The Department shall provide a copy of all detail run sheets monthly and a member of the Department shall report the run totals and any other

pertinent information regarding the building, vehicles or contract performance at the monthly CCFD#1 Board of Trustees meeting. The Department covenants to maintain itself in full compliance with all applicable NIMS standards and further covenants to file, within 30 days, all activity reports required to be filed with the Office of the State Fire Marshall. The Department shall provide District, at the first district meeting in January of each year, the following information:

- (a) Current roster of firefighters and EMT's and firefighting equipment;
- (b) Proof of Insurance.
- (c) A current copy of each firefighter's list of certifications together with their PSID#;
- (d) Proof of Insurance. Department covenants to maintain itself in full compliance with all applicable NIMS standards and further covenants to file, within 30 days, all activity reports required to be filed with the Office of the State Fire Marshall.
- (f) Annual Run Totals.
- (g) Updated District owned Equipment List with estimated replacement value.

16. **Fire Safety Inspections:** The parties agree that the Department may, but will not be obliged, to make fire safety inspections pursuant to IC 36-8-17.

17. **Early Termination.** Except as provided in Section 3 of this Agreement, if either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. In addition, the District may terminate this Agreement with written notice in the event there is a reduction in its budget, its tax revenue, or if the District does not anticipate it will have sufficient funds as published, to make the payments contemplated hereunder. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period running from January 1, 2019, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, Department shall be released from any further obligation to provide services in the Service Area after the early termination date. District and Department agree to a two-year contract to align with the Contractor Benefit Report recommendation of 2016.



18. **Binding Effect.** The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 4<sup>th</sup> day of June 2018.

CASS COUNTY FIRE  
DISTRICT NO. 1

Michael L. Sims  
Michael L. Sims, Chairman  
Dave Patty  
Dave Patty, Vice Chairman  
Jeff Asselin  
Jeff Asselin, At Large

MIAMI TOWNSHIP VOLUNTEER  
FIRE DEPARTMENT

John M. Kelly PRESIDENT  
Pat Bell del  
\_\_\_\_\_

Witnessed by:  
Bridget M. Bryant  
Treasurer

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

CASS COUNTY FIRE DISTRICT NO 1

Indiana Family and Social Services  
Administration, Logansport State Hospital

By: *Bridget L Enyeart*

By:

Title: *Fiscal Officer*

Title:

Date: *3-17-2018*

Date:

Electronically Approved by: Department of Administration  By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency  By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality Office of the Attorney General  By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>



## AMENDMENT #1

**Contract #0000000000000000000018824**

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Family and Social Services Administration, Logansport State Hospital (the "State") and CASS COUNTY FIRE DISTRICT NO 1 (the "Contractor") approved by the last State signatory on April 25, 2017.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. This Contract to provide fire protection coverage for Logansport State Hospital and Logansport Juvenile Corrections Facility is hereby amended to extend the term, and increase funding.
2. The term of this Contract is hereby extended for an additional period of two (2) years. It shall terminate on June 30, 2020.
3. The scope of work does not change.
4. The consideration of this Contract is increased by **\$65,000.00**. Total remuneration under the Contract is not to exceed \$97,500.00.

**All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**

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**FIRE PROTECTION AGREEMENT FOR 2019  
BETWEEN TOWN OF ROYAL CENTER AND  
CASS COUNTY FIRE DISTRICT #1**

THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into this 4<sup>th</sup> day of June, 2018, with an effective date of January 1, 2019 by and between TOWN OF ROYAL CENTER, hereinafter referred to as "Department" and CASS COUNTY FIRE DISTRICT NO.1, hereinafter referred to as "District".

WHEREAS, Department has the desire and the capability of providing fire protection and emergency services to the unincorporated areas of the District; and

WHEREAS, District desires to receive fire protection and emergency services from Department; and

WHEREAS, the parties desire to set out their obligations and duties with relation to the provision of fire protection and emergency services for the District by the Department;

NOW THEREFORE, District and Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

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, 2019, and extending through December 31, 2019.

2. Service Area. The service area covered by the Agreement ("Service Area") shall be the unincorporated area of Noble Township, Cass County, which is within the Cass County Fire District No.1.

3. Fire Protection. Department shall provide fire protection and emergency services, as the responding Department to the best of their ability, within the Service Area on a twenty-four (24) hours per day, seven (7) days per week basis. In order to provide those services, Department shall provide the necessary trained, certified and equipped firefighters to respond to all reasonable calls to extinguish fires and for emergency services. All volunteers providing emergency services shall be certified as required by IC 16-31-3-6. Department shall maintain all necessary equipment and supplies needed for such services. Department shall, at its expense, furnish liability insurance.

In the event Department, without cause, fails or refuses to respond to a call to fight fires within the Service Area, District may, at its option, declare this Agreement canceled and be released from any further obligation under this Agreement. In such an event, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2019, through the date of cancellation of this Agreement. If District cancels this Agreement as provided herein, Department shall be released from any further obligation to provide services in the Service Area.



4. Maintenance of Structures and Equipment. Department, shall, at its expense, provide maintenance on all structures and equipment owned by Department, keeping such structures and equipment in good condition at all times. reasonable wear and tear excepted.

5. Telephone and Radio Communications: Department shall establish telephone and radio communications so that in the event of a fire or emergency in any place in the Service Area, it can receive notice of such a fire or emergency. Immediately following such notice, it will go to the fire or emergency with the appropriate equipment and personnel and use its best efforts to address the fire or emergency.

6. Mutual Aid: Department shall have the right to enter into reciprocal agreements with units of other fire fighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and firefighting forces to each other by way of mutual aid.

7. Non-Exclusive Agreement: Department shall have the right to enter into agreements whereby it contracts, for compensation, to provide fire protection to any other unit or units that may desire such protection. However, Department will not knowingly enter into any such agreements which would impede its ability to perform under this Agreement to provide adequate fire protection or emergency services response for the District.

8. Liability, Collision and Comprehensive Insurance: Department shall, at its own expense, provide its insurance covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, Department shall maintain, at its expense, the current standard form of public liability and damage and collision and comprehensive insurance, which meets minimum standards for volunteer fire departments as required by state law protecting the District against any such liability and loss through an insurance company. Such policy for public liability insurance shall be not for less than the following limitations: Bodily Injury, each person one million (\$1,000,000.00) or the required statutory amount, whichever amount is greater; Bodily Injury, each accident one million (\$1,000,000.00) or the required statutory amount whichever amount is greater; Property Damage, each accident five hundred thousand (\$500,000.00). Such insurance coverage's of Department will be provided by the inclusion of District's name in Department's policy or by separate policy issued directly to District. In addition, Department shall provide District with a copy of the Declaration Pages for the commercial auto policy and certificates of insurance issued by insurance company. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

9. Insurance Coverage for Members of Department: Department hereby acknowledges and agrees that a portion of the compensation to be paid by District to Department is paid for the procurement of insurance for the fire fighting members of Department required under Indiana Code 36-8-12-6. Department shall procure such insurance for members of Department so as to be in effect throughout the term of this Agreement with respect to the following coverage's and in not less than the following amounts:

(a) Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a firefighter for a cardiac disease event proximately cause



within forty-eight (48) hours by or occurring in the course of the performance of the duties of a firefighter while in an emergency situation:

- (i) for total disability that prevents the member from pursuing his usual vocation, a weekly indemnity of not less than \$290, up to a maximum of 260 weeks; and
- (ii) for medical expenses, coverage for incurred expenses in an amount not less than \$75,000.

(b) At least \$150,000 to the beneficiary, beneficiaries or estate of a firefighter if the firefighter dies from an injury or smoke inhalations caused by or occurring in the course of the performance of the duties of a firefighter or from a cardiac disease even proximately cause within forty-eight (48) hours by or occurring in the course of the performance of the duties of a volunteer firefighter.

(c) At least \$150,000 to the firefighter if the firefighter becomes totally and permanently disabled for a continuous period of not less than 260 weeks as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties as a firefighter.

The foregoing coverage's shall be provided under a group plan, if available to the Department. The policy or policies procured pursuant to this Section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties. In the event Department fails to maintain the insurance coverage's required under this Section and District is required to pay the amount that would otherwise have been available under such coverage's to a member of Department under Indiana Code 36-8-12-6(g), the Department shall indemnify and reimburse the District for all payments, costs, and expenses, including reasonable attorney's fees, incurred by the District by reason of the Department's failure to maintain the insurance coverage. Department will also provide evidence satisfactory to District that there is a Worker's Compensation policy in effect during the Fire Protection Agreement. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

10. Compensation and Use of Funds: (a) The District shall pay to Department a total of \$15,000 (Fifteen Thousand Dollars) for the period of the Contract, payable in equal semi-annual installments respectively on July 30, 2019 and December 30, 2019. In the event that the District does not make a payment within fifteen (15) days of the due date, the District shall incur the late payment penalty provided in IC 5-17-5-1.

(b) The parties agree that the compensation provided in this Section 10, specifically includes all amounts District may be required to pay under IC 36-8-12-5(a). District shall have no other obligation to make any payments under IC 36-8-12-5(a).

11. Assignment: This Agreement shall not be assigned by Department without the prior written consent of District.

12. Exchange of Information: Department shall provide District, at the first District meeting in January of each year, the following information:

- (a) Current roster of firefighters;



(b) Proof of Insurance. Department covenants to maintain itself if full compliance with all applicable NIMS standards and further covenants to file, within 30 days, all activity reports required to be filed with the Office of the State Fire Marshall.

13. Fire Safety Inspections: The parties agree that the Department may, but will not be obliged, to make fire safety inspections pursuant to IC 36-8-17.

14. Early Termination. Except as provided in Section 3 of this Agreement, in the event that either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. In addition, the District may terminate this Agreement with written notice in the event there is a reduction in its budget, its tax revenue, or if the District does not anticipate it will have sufficient funds to make the payments contemplated hereunder. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2018, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, Department shall be released from any further obligation to provide services in the Service Area after the early termination date.

15. Binding Effect. The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 4 day of June, 2018.

CASS COUNTY FIRE  
DISTRICT #1

TOWN OF ROYAL CENTER

Michael L. Sims  
Michael L. Sims, Chairman

Marion S. Campbell

Dave Patty  
Dave Patty, Vice Chairman

Sandi Minnik

Jeff Aster  
Jeff Aster, At Large  
-ASSC 2.14

Witnessed by  
Dwight Bryant  
Fiscal Officer

**FIRE PROTECTION AGREEMENT FOR 2019  
HARRISON TOWNSHIP VOLUNTEER FIRE DEPARTMENT, INC.**

THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into this 4<sup>th</sup> day of June 2018, with an effective date of January 1, 2019 by and between HARRISON TOWNSHIP VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as "Department" and CASS COUNTY FIRE DISTRICT NO.1, hereinafter referred to as "District".

WHEREAS, Department has the desire and the capability of providing fire protection and emergency services to the unincorporated areas of the District; and

WHEREAS, District desires to receive fire protection and emergency services from Department; and

WHEREAS, the parties desire to set out their obligations and duties with relation to the provision of fire protection and emergency services for the District by the Department;

NOW THEREFORE, District and Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

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, 2019, and extending through December 31, 2019.

2. Service Area. The service area covered by the Agreement ("Service Area") shall be all unincorporated areas of Noble Township, including West of US 35, Cass County, which is within the Cass County Fire District No.1.

3. Fire Protection. Department shall provide fire protection and emergency services to the best of their ability, with automatic aid, defined as the dually dispatched responding Department, but not the primary service Department, within the Service Area on a twenty-four (24) hours per day, seven (7) days per week basis. In order to provide those services, Department shall provide the necessary trained, certified and equipped firefighters to respond to all reasonable calls to extinguish fires and for emergency services. All volunteers providing emergency services shall be certified as required by IC 16-31-3-6. Department shall maintain all necessary equipment and supplies needed for such services. Department shall, at its expense, furnish liability insurance.

In the event Department, without cause, fails or refuses to respond to a call to fight fires within the Service Area, District may, at its option, declare this Agreement canceled and be released from any further obligation under this Agreement. In such an event, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2019, through the date of cancellation of this Agreement. If District cancels this Agreement as provided herein, Department shall be released from any further obligation to provide services in the Service Area.



4. Maintenance of Structures and Equipment. Department, shall, at its expense, provide maintenance on all structures and equipment owned by Department, keeping such structures and equipment in good condition at all times, reasonable wear and tear excepted.

5. Telephone and Radio Communications: Department shall establish telephone and radio communications so that in the event of a fire or emergency in any place in the Service Area, it can receive notice of such a fire or emergency. Immediately following such notice, it will go to the fire or emergency with the appropriate equipment and personnel and use its best efforts to address the fire or emergency.

6. Mutual Aid: Department shall have the right to enter into reciprocal agreements with units of other fire fighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and firefighting forces to each other by way of mutual aid.

7. Non-Exclusive Agreement: Department shall have the right to enter into agreements whereby it contracts, for compensation, to provide fire protection to any other unit or units that may desire such protection. However, Department will not knowingly enter into any such agreements which would impede its ability to perform under this Agreement to provide adequate fire protection or emergency services response for the District.

8. Liability, Collision and Comprehensive Insurance: Department shall, at its own expense, provide its insurance covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, Department shall maintain, at its expense, the current standard form of public liability and damage and collision and comprehensive insurance, which meets minimum standards for volunteer fire departments as required by state law protecting the District against any such liability and loss through an insurance company. Such policy for public liability insurance shall be not for less than the following limitations: Bodily Injury, each person one million (\$1,000,000.00) or the required statutory amount, whichever amount is greater; Bodily Injury, each accident one million (\$1,000,000.00) or the required statutory amount whichever amount is greater; Property Damage, each accident five hundred thousand (\$500,000.00). Such insurance coverage's of Department will be provided by the inclusion of District's name in Department's policy or by separate policy issued directly to District. In addition, Department shall provide District with a copy of the Declaration Pages for the commercial auto policy and certificates of insurance issued by insurance company. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

9. Insurance Coverage for Members of Department: Department hereby acknowledges and agrees that a portion of the compensation to be paid by District to Department is paid for the procurement of insurance for the fire fighting members of Department required under Indiana Code 36-8-12-6. Department shall procure such insurance for members of Department so as to be in effect throughout the term of this Agreement with respect to the following coverage's and in not less than the following amounts:

(a) Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a firefighter for a cardiac disease event proximately cause



within forty-eight (48) hours by or occurring in the course of the performance of the duties of a firefighter while in an emergency situation:

(i) for total disability that prevents the member from pursuing his usual vocation, a weekly indemnity of not less than \$290, up to a maximum of 260 weeks; and

(ii) for medical expenses, coverage for incurred expenses in an amount not less than \$75,000.

(b) At least \$150,000 to the beneficiary, beneficiaries or estate of a firefighter if the firefighter dies from an injury or smoke inhalations caused by or occurring in the course of the performance of the duties of a firefighter or from a cardiac disease even proximately cause within forty-eight (48) hours by or occurring in the course of the performance of the duties of a volunteer firefighter.

(c) At least \$150,000 to the firefighter if the firefighter becomes totally and permanently disabled for a continuous period of not less than 260 weeks as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties as a firefighter.

The foregoing coverage's shall be provided under a group plan, if available to the Department. The policy or policies procured pursuant to this Section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties. In the event Department fails to maintain the insurance coverage's required under this Section and District is required to pay the amount that would otherwise have been available under such coverage's to a member of Department under Indiana Code 36-8-12-6(g), the Department shall indemnify and reimburse the District for all payments, costs, and expenses, including reasonable attorney's fees, incurred by the District by reason of the Department's failure to maintain the insurance coverage. Department will also provide evidence satisfactory to District that there is a Worker's Compensation policy in effect during the Fire Protection Agreement. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

10. Compensation and Use of Funds: (a) The District shall pay to Department a total of \$6,000 for the period of the Contract, payable in equal semi-annual installments respectively on July 30, 2019, and December 30, 2019. In the event that the District does not make a payment within fifteen (15) days of the due date, the District shall incur the late payment penalty provided in IC 5-17-5-1.

(b) The parties agree that the compensation provided in this Section 10, specifically includes all amounts District may be required to pay under IC 36-8-12-5(a). District shall have no other obligation to make any payments under IC 36-8-12-5(a).

11. Assignment: This Agreement shall not be assigned by Department without the prior written consent of District.

12. Exchange of Information: Department shall provide District, at the first District meeting in January of each year, the following information:

(a) Current roster of firefighters;





(b) Department covenants to maintain itself in full compliance with all applicable NIMS standards and further covenants to file, within 30 days, all activity reports required to be filed with the Office of the State Fire Marshall by its Department.

13. Fire Safety Inspections: The parties agree that the Department may, but will not be obliged, to make fire safety inspections pursuant to IC 36-8-17.

14. Early Termination. Except as provided in Section 3 of this Agreement, in the event that either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. In addition, the District may terminate this Agreement with written notice in the event there is a reduction in its budget, its tax revenue, or if the District does not anticipate it will have sufficient funds to make the payments contemplated hereunder. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2019, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, Department shall be released from any further obligation to provide services in the Service Area after the early termination date.

15. Binding Effect. The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 4th day of June, 2018.

CASS COUNTY FIRE  
DISTRICT NO.1

HARRISON TOWNSHIP VOLUNTEER  
FIRE DEPARTMENT, INC./HARRISON TWP  
TRUSTEE

Michael L. Sims  
Michael L. Sims, Chairman

Catherine G. Cree

Dave Patty  
Dave Patty, Vice Chairman.

Jeff Aster  
Jeff Aster, At Large Member

Witnesses by  
Bridget Tyeck  
Financial Officer

**FIRE PROTECTION AGREEMENT FOR 2019**

**TWELVE MILE COMMUNITY FIRE DEPARTMENT, INC.**

THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into this 7 day of May, 2018, with an effective date of January 1, 2019 by and between TWELVE MILE COMMUNITY FIRE DEPARTMENT, INC., hereinafter referred to as "Department" and CASS COUNTY FIRE DISTRICT NO.1. hereinafter referred to as "District".

WHEREAS, Department has the desire and the capability of providing fire protection and emergency services to the unincorporated areas of the District; and

WHEREAS, District desires to receive fire protection and emergency services from Department; and

WHEREAS, the parties desire to set out their obligations and duties with relation to the provision of fire protection and emergency services for the District by the Department;

NOW THEREFORE, District and Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

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, 2019, and extending through December 31, 2019.

2. Service Area. The service area covered by the Agreement ("Service Area") shall be the unincorporated area of Clay Township, Cass County, which is within the Cass County Fire District No.1.

3. Fire Protection. Department shall provide fire protection and emergency services to the best of their ability, with automatic aid, defined as the dually dispatched responding Department, but not the primary service Department, within the Service Area on a twenty-four (24) hours per day, seven (7) days per week basis. In order to provide those services, Department shall provide the necessary trained, certified and equipped firefighters to respond to all reasonable calls to extinguish fires and for emergency services. All volunteers providing emergency services shall be certified as required by IC 16-31-3-6. Department shall maintain all necessary equipment and supplies needed for such services. Department shall, at its expense, furnish liability insurance. In the event Department, without cause, fails or refuses to respond to a call to fight fires within the Service Area, District may, at its option, declare this Agreement canceled and be released from any further obligation under this Agreement. In such an event, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2019, through the date of cancellation of this Agreement. If District cancels this Agreement as provided herein, Department shall be released from any further obligation to provide services in the Service Area.



4. Maintenance of Structures and Equipment. Department, shall, at its expense, provide maintenance on all structures and equipment owned by Department, keeping such structures and equipment in good condition at all times, reasonable wear and tear excepted.

5. Telephone and Radio Communications: Department shall establish telephone and radio communications so that in the event of a fire or emergency in any place in the Service Area, it can receive notice of such a fire or emergency. Immediately following such notice, it will go to the fire or emergency with the appropriate equipment and personnel and use its best efforts to address the fire or emergency.

6. Mutual Aid: Department shall have the right to enter into reciprocal agreements with units of other fire fighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and firefighting forces to each other by way of mutual aid.

7. Non-Exclusive Agreement: Department shall have the right to enter into agreements whereby it contracts, for compensation, to provide fire protection to any other unit or units that may desire such protection. However, Department will not knowingly enter into any such agreements which would impede its ability to perform under this Agreement to provide adequate fire protection or emergency services response for the District.

8. Liability, Collision and Comprehensive Insurance: Department shall, at its own expense, provide its insurance covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, Department shall maintain, at its expense, the current standard form of public liability and damage and collision and comprehensive insurance, which meets minimum standards for volunteer fire departments as required by state law protecting the District against any such liability and loss through an insurance company. Such policy for public liability insurance shall be not for less than the following limitations: Bodily Injury, each person one million (\$1,000,000.00) or the required statutory amount, whichever amount is greater; Bodily Injury, each accident one million (\$1,000,000.00) or the required statutory amount whichever amount is greater; Property Damage, each accident five hundred thousand (\$500,000.00). Such insurance coverage's of Department will be provided by the inclusion of District's name in Department's policy or by separate policy issued directly to District. In addition, Department shall provide District with a copy of the Declaration Pages for the commercial auto policy and certificates of insurance issued by insurance company. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

9. Insurance Coverage for Members of Department: Department hereby acknowledges and agrees that a portion of the compensation to be paid by District to Department is paid for the procurement of insurance for the fire fighting members of Department required under Indiana Code 36-8-12-6. Department shall procure such insurance for members of Department so as to be in effect throughout the term of this Agreement with respect to the following coverage's and in not less than the following amounts:

(a) Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a firefighter for a cardiac disease event proximately cause



within forty-eight (48) hours by or occurring in the course of the performance of the duties of a firefighter while in an emergency situation:

(i) for total disability that prevents the member from pursuing his usual vocation, a weekly indemnity of not less than \$290, up to a maximum of 260 weeks; and

(ii) for medical expenses, coverage for incurred expenses in an amount not less than \$75,000.

(b) At least \$150,000 to the beneficiary, beneficiaries or estate of a firefighter if the firefighter dies from an injury or smoke inhalations caused by or occurring in the course of the performance of the duties of a firefighter or from a cardiac disease even proximately cause within forty-eight (48) hours by or occurring in the course of the performance of the duties of a volunteer firefighter.

(c) At least \$150,000 to the firefighter if the firefighter becomes totally and permanently disabled for a continuous period of not less than 260 weeks as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties as a firefighter.

The foregoing coverage's shall be provided under a group plan, if available to the Department. The policy or policies procured pursuant to this Section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties. In the event Department fails to maintain the insurance coverage's required under this Section and District is required to pay the amount that would otherwise have been available under such coverage's to a member of Department under Indiana Code 36-8-12-6(g), the Department shall indemnify and reimburse the District for all payments, costs, and expenses, including reasonable attorney's fees, incurred by the District by reason of the Department's failure to maintain the insurance coverage. Department will also provide evidence satisfactory to District that there is a Worker's Compensation policy in effect during the Fire Protection Agreement. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

10. Compensation and Use of Funds: (a) The District shall pay to Department a total of \$9,500 (Nine Thousand Five Hundred Dollars) for the period of the Contract, payable in equal semi-annual installments respectively on July 30, 2019, and December 30, 2019. In the event that the District does not make a payment within fifteen (15) days of the due date, the District shall incur the late payment penalty provided in IC 5-17-5-1.

(b) The parties agree that the compensation provided in this Section 10, specifically includes all amounts District may be required to pay under IC 36-8-12-5(a). District shall have no other obligation to make any payments under IC 36-8-12-5(a).

11. Assignment: This Agreement shall not be assigned by Department without the prior written consent of District.

12. Exchange of Information: Department shall provide District, at the first District meeting in January of each year, the following information:

(a) Current roster of firefighters;



(b) Department covenants to maintain itself if full compliance with all applicable NIMS standards and further covenants to file, within 30 days, all activity reports required to be filed with the Office of the State Fire Marshall by its Department.

13. Fire Safety Inspections: The parties agree that the Department may, but will not be obliged, to make fire safety inspections pursuant to IC 36-8-17.

14. Early Termination. Except as provided in Section 3 of this Agreement, in the event that either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. In addition, the District may terminate this Agreement with written notice in the event there is a reduction in its budget, its tax revenue, or if the District does not anticipate it will have sufficient funds to make the payments contemplated hereunder. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2019, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, Department shall be released from any further obligation to provide services in the Service Area after the early termination date.

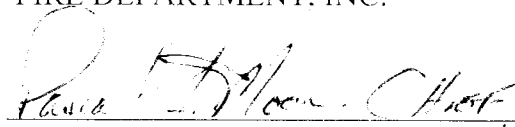
15. Binding Effect. The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

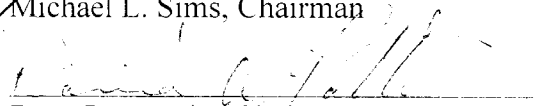
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 7 day of July, 2019.

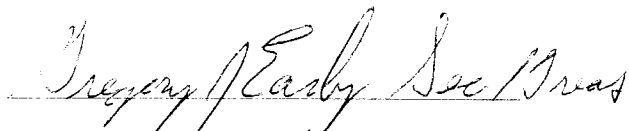
CASS COUNTY FIRE  
DISTRICT NO.1

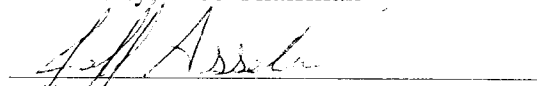
TWELVE MILE COMMUNITY  
FIRE DEPARTMENT, INC.

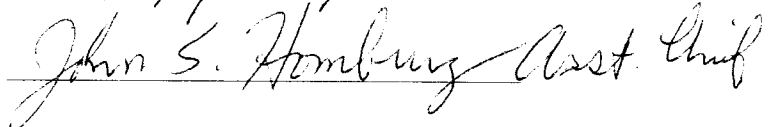
  
Michael L. Sims, Chairman

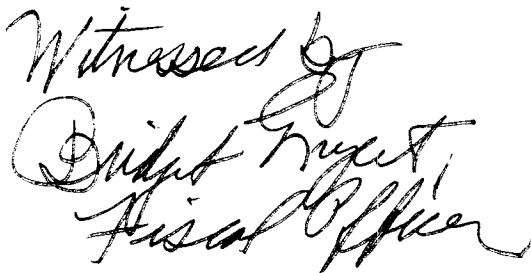
  
Paula E. Moore, Chief

  
Dave Patty, Vice Chairman

  
Gregory Early, Sec/Bras

  
Jeff Asselin, Member At Large

  
John S. Homburg, Asst. Chief

Witnessed by  
  
District Budget  
Fiscal Officer

**CONTRACTUAL SERVICE AGREEMENT  
BETWEEN Cass County Fire District #1  
AND Bridget Enyeart, Fiscal Officer  
Two Year Contract: 2019/2020**

THIS AGREEMENT, hereinafter referred to as "Agreement" is entered this 4th day of June 2018, between BRIDGET ENYEART hereinafter referred to as "FISCAL AGENT" and CASS COUNTY FIRE DISTRICT #1 BOARD OF TRUSTEES, hereinafter referred to as "District".

WHEREAS, District has the desire to hire an individual to provide the following services: accounting, budgeting, state reporting, and various secretarial duties on behalf of the Board of Trustees for the District.

WHEREAS, District desires to hire Former Chairman, Vice Chairman, and Fiscal Officer, Bridget Enyeart on a contractual basis and provide payment for her services as an independent contractor.

WHEREAS, the parties desire to set out the obligations and duties of the Fiscal Officer for contractual services for the fiscal operating year of 2019 and 2020.

NOW THEREFORE, District and Fiscal Agent agree to the following terms of contractual services:

1. **Effective Date and Term**. The parties agree and understand that this Agreement shall be effective January 1, 2019 and extending through December 31, 2020.
2. **Duties**. The Fiscal Officer shall be responsible for the following:
  - a. Preparing the Agenda on behalf of the Chairman of the Board and submitting it to the county and fire department for posting;
  - b. Attending meetings and recording the minutes;
  - c. Preparing annual contracts between contractors and the District;
  - d. Balancing the Checking and Savings Account;
  - e. Entering all expenditures and receipts in the accounting system and reconciling with the bank statements;
  - f. Preparing Claim forms for the meetings;
  - g. Preparing checks to present with claims to the Board at monthly meetings and paying the vendors;
  - h. Entering annual budgets in the Indiana Gateway and communicating with Peters and Company regarding revenue and recommendations or issues that may arise for our taxing units;
  - i. Communicating with the District's attorney regarding any matters or issues that require legal advice;

j. Prepare and attend budget workshops with the DLGF and review revenue report and final budget with municipal consultant to ensure fiscal responsibility and check/balance of funds;

k. Prepare Board of Trustees for Budget Hearings with the Cass County Council;

l. Entering Annual Reports for State Board of Accounts and the DLGF in the Indiana Gateway and consulting with Peters and Company and the District's attorney regarding any issues that may arise in preparing these reports:

- (1) Year-End Bank Statements
- (2) Year-End Outstanding Checks List
- (3) Year End Investment Statement
- (4) Detail of receipts and disbursements for the year
- (5) Salary Ordinance
- (6) Employee Earnings Record
- (7) Annual Vendor History Report
- (8) Debt Management Report
- (9) Other Post Employment Report
- (10) 100R
- (11) Conflict of Interest Disclosures
- (12) ECA Risk Report
- (13) Nepotism Policy
- (14) Internal Control Policy

m. Entering Monthly Reports for State Board of Accounts to include:

- (1) Bank Reconcilements
- (2) Approved Board Minutes
- (3) Funds Ledger, Detailing Receipts and Disbursements by Fund;

n. Prepare meeting calendar for new fiscal year;

o. Other duties as assigned by the Board of Trustees

3. **Bond Insurance**: Fiscal Agent's Bond is covered under the insurance policy with New Waverly Fire Department. Additionally, the Fiscal Agent does not sign checks and is not a signature holder on the accounts.


4. **Payment**: Fiscal Agent shall be paid \$ 6500.00 on a monthly bases or at the discretion of the Board of Trustees. Fiscal Officer can be paid 1 month ahead for instances when there is not a regularly scheduled meeting; or, for the purposes of closing the accounting early for the budget year.


5. **Audits** – In the event the State Board of Accounts requires an Audit, Fiscal Officer shall receive additional compensation for time spent preparing information and submitting said work to State Board of Accounts in the amount of \$10 per hour. A detailed accounting of time shall be kept and given to the Cass County Fire District Board of Trustees to review and finalize total payment once Audit is finished.

6. **Early Termination.** If either party fails or refuses to comply with any of the provisions of this Agreement, 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 ten (10) days to cure the default. If the defaulting party does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period running from January 1, 2019, through the date of cancellation of this Agreement.
7. **Binding Effect.** The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

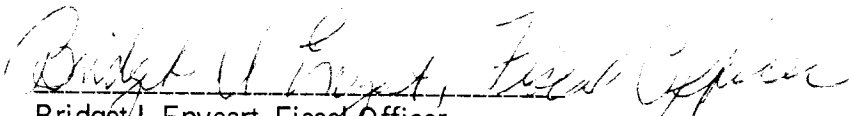
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 4th day of June 2018, by: CASS COUNTY FIRE DISTRICT #1

  
-----  
Michael L. Sims, Chairman

  
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David Patty, Vice Chairman

  
-----  
Jeff Asselin, Member at Large

**AND**

  
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Bridget I. Enyeart, Fiscal Officer