

**SUPPLEMENTAL FIRE CONTRACT
FOR THE FURNISHING OF FIRE PROTECTION AND
EMERGENCY SERVICES TO THE UNINCORPORATED
AREA OF FAIRFIELD TOWNSHIP**

THIS AGREEMENT, made and entered into this 13th day of February, 2023, by and between the Fairfield Township Trustee, with approval from the Fairfield Township Board of Tippecanoe County, Indiana (“Township”), and the City of Lafayette (“City”);

WHEREAS, Indiana Code 36-8-13 and Indiana Code 36-1-7 authorize and empower cities and townships to enter into contracts to provide for cooperation in the purchase, maintenance, and upkeep of equipment and the furnishing of emergency and fire protection services to Township by the fire department of a City; and

WHEREAS, there has been a long history of cooperation between City and Township in furnishing fire protection services to the Township; and

WHEREAS, it is mutually beneficial that the City and the Township enter into a contract for emergency fire protection services; and

WHEREAS, both the City and the Township do not want to impose unreasonable financial burdens on their successor officeholders, citizens or taxpayers; and

WHEREAS, provisions should be made that fire protection and prevention will always be provided to all the citizens and taxpayers of the Township; and

WHEREAS, the Township is willing to expend funds and efforts so that the City may provide emergency and fire protection services; and

WHEREAS, it is mutually beneficial that the City and the Township enter into a contract for emergency and fire protection services;

NOW, BE IT THEREFORE AGREED as follows in consideration of the mutual promises hereinafter set forth:

1. The Township agrees to pay to the City the total sum of Six Hundred Twenty Thousand and 00/100 Dollars (\$620,000.00), on or before December 31, 2022 for the purchase of additional firefighting bunker gear for each member on the Department and additional handheld radios for the Department.
2. The Township explicitly makes no requirement that the City’s use of said payment

shall be restricted in any way, other than as identified herein.

3. The City agrees to continue to furnish emergency and fire protection services to Township and to each and every citizen and parcel of property situated within the Township for as long as this Agreement is in effect. As used herein, the term “emergency and fire protection services” shall be construed to be equivalent to the emergency and fire protection services currently being provided by the City throughout the City, including any improvements made by the City in such services.
4. The Township shall have no further financial obligations to the City in 2023, unless agreed upon by the Parties.
5. The City agrees to continue to assume all responsibility for any hydrant charges in Fairfield Township.
6. The City shall continue to furnish the Township, on a quarterly basis, a written record of the fire runs in the Township, including the date, address, issue, manpower utilized, and vehicles responding. In addition, the City shall furnish a record of the certification level of all their fire manpower on an annual basis.
7. The Township shall be listed as an additional insured on the City’s liability policy for all fire actions and all insurance required by law shall be maintained at City’s expense. A copy of such policy showing the Township as an additional insured shall be furnished at least annually to the Township Trustee.
8. The parties agree to continue to cooperate in attempting to improve its emergency and fire protection and prevention services.
9. Upon execution by all Parties below, this contract shall be in full force and effect.
10. The Parties each agree that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee’s hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee’s race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.
11. The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent

enforcement of any such provision or obligation under this Agreement.

12. This Agreement constitutes the entire agreement between the Parties. No understanding, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be supplemented or amended, except by written agreement signed by both Parties.
13. The Parties acknowledge that Township is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the term of this Agreement, Township's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. City shall not be obligated to perform unless and until sufficient funds are appropriated. Township agrees to seek funding for the continuation of this Agreement during each budget cycle during the terms of this Agreement. Township agrees to inform City in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.
14. The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.
15. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
16. This Contract is to be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of _____, 2023.

CITY OF LAFAYETTE

FAIRFIELD TOWNSHIP

Tony Roswarski, Mayor

Monica Casanova, Fairfield Township Trustee

ATTEST:

**CITY OF LAFAYETTE BY ITS BOARD OF
PUBLIC WORKS AND SAFETY**

Cindy Murray, City Clerk

Gary Henriott, President

APPROVED:

BY THE FAIRFIELD TOWNSHIP BOARD:

Perry Schnarr, Chairman

Susan Schecter, Secretary

Arissa Beck