

AGREEMENT

WHEREAS: Henry Township of Henry County in the State of Indiana employs no trained personnel for the purpose of fighting fire nor does it maintain a voluntary firefighting organization; and

WHEREAS: the City of New Castle is a city of third class situated within the limits of said Henry Township of Henry County;

WHEREAS: said City of New Castle employs sufficient trained personnel necessary to afford the requisite fire protection to such City of New Castle and to said Henry Township of Henry County; and

WHEREAS: Henry Township and the City of New Castle have individually and jointly acquired and maintain adequate firefighting equipment, and

WHEREAS: said Henry Township of Henry County desires to contract with the City of New Castle, for fire protection in said Henry Township of Henry County.

NOW THEREFORE, this contract and the agreement made and entered into on the date last stated herein by and between Henry Township of Henry County, Indiana (hereinafter called TOWNSHIP), and the City of New Castle, Indiana, a municipal corporation, (hereinafter called CITY).

WITNESSETH

IT IS MUTUALLY AGREED by and between the Township and the City that the City shall afford fire protection for the Township and the Township shall pay to the City certain sums therefore, and upon the following terms and conditions, to-wit:

1. It is understood that the firefighting apparatus and the equipment now owned by the City shall continue to be the sole property of the City and the equipment owned by the Township shall continue to be the sole property of the Township, for the use and purpose of firefighting within all of Henry Township, including within the limits of the City of New Castle. Henry Township shall, by this agreement, acquire no right, title or interest therein or to any firefighting apparatus or equipment that may be subsequently purchased by the City from any funds whatsoever, including monies paid pursuant to the terms of this agreement. The fire fighting force shall employ sufficient staffing for the safety of all, citizens and firefighters, and shall be under the exclusive control of the City.
2. The firefighting apparatus and equipment of the City and the fire fighting force of the City shall, during the term of this agreement, be available, so far as practicable, to extinguish fire occurring within the limits of said Township, but IT IS UNDERSTOOD

AND AGREED that the Chief of the fire fighting force of the City shall have the absolute and complete discretion to determine where and when the said fire fighting force and firefighting apparatus and equipment are to be allocated and or dispatched (except as hereinafter provided). The Chief in making such determinations shall consider the needs of the City and the Township and the availability of mutual aide.

3. This agreement shall be for a (1) one year period, from January 1, 2018 to and including December 31, 2018.
4. Both Parties, having acknowledged that Henry Township has entered into a Lease Purchase Agreement in the amount of \$1,108,000.00, to acquire firefighting apparatus, with the City of New Castle having joint interest in said equipment by providing equipment in trade at the time of purchase, hereby agree to the following terms:
 - A. In consideration of the City furnishing and providing the fire protection herein contemplated, the Township hereby covenants and agrees to pay the City the following, to-wit:
 1. The sum of \$213,634.00 payable for the year 2018 is first deducted \$71,000.00 [see section 4A2]. The remaining amount of \$142,634.00 shall be paid in (2) two equal installments. This first installment of \$71,317.00 coming due on June 30, 2018, of that sum \$53,408.50 is to go to the City General Fund and the remaining \$17,908.50 will go to the Fire Department Non-Reverting Fund, and the second installment of \$71,317.00, coming due on December 31, 2018, of that sum \$53,408.50 is to go to the City General Fund and the remaining \$17,908.50 will go to the Fire Department Non-Reverting Fund, in the same manner.
 2. The Township will make a \$71,000.00 payment for the City's half of the \$142,000.00 Annual Lease payment for the following firefighting apparatus, 2010 KME 75' Aerial, 2010 KME Pumper, 2010 KME Pumper/Tanker. This is deducted from the original amount of \$213,634.00. The Apparatus Lease is for the term of (10) ten years, and the City and Township would assume 50/50 ownership. The City is responsible for all maintenance not covered by the factory warranty and any annual certifications for the apparatus.
5. Both the Township and the City agree that, Henry Township has purchased a new Grass Rig Fire Truck in 2015. The Grass Rig Fire Truck shall remain the sole property of the Township. The City shall use the Grass Rig Fire Truck for the use and purpose of firefighting within all of Henry Township, including within the limits of the City of New Castle. The City shall be responsible for the maintenance on the Grass Rig Fire Truck. The City shall be responsible for providing insurance on the Grass Rig Fire Truck.
6. The City agrees to continue to fund the non-reverting fund established by ordinance of the New Castle Common Council, the purpose of this fund being for capital expenditures within the New Castle Fire Department.
7. This agreement is contingent upon passage for the City Board of Public Works and Safety ratifying and confirming the same, as by law provided.

8. The City shall report to the Township its actual firefighting /fire protection responses, outside the City, but within the Township limits, including when, where, what equipment, number of personnel dispatched, and length of time spent at each fire scene, and the results of each fire response by the City's Fire Fighting Force on behalf of the Township.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their proper officers and boards, in duplication, each of which shall be, for all purposes, considered and original, as of the 2nd day of July, 2018.

By: 
Henry Township Trustee

HENRY TOWNSHIP OF HENRY COUNTY

ATTEST:



Meera Jane MacKnight

Members of the Township Board, of
Henry Township, Henry County, Indiana

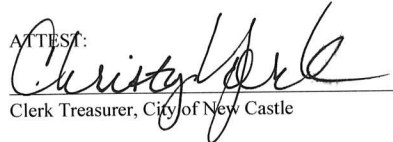
CITY OF NEW CASTLE, INDIANA

By: 
Mayor

By: 
Director of Public Works

By: 
City Attorney

ATTEST:


Clerk Treasurer, City of New Castle