

FIRE PROTECTION SERVICES AGREEMENT – 2024

THIS FIRE PROTECTION SERVICES AGREEMENT (“Agreement”) entered into by and between the City of Noblesville, Hamilton County, Indiana, hereinafter called “City” and Noblesville Township, Hamilton County, Indiana, hereinafter called “Township”,

WITNESSETH:

WHEREAS, the Township desires to avail itself of fire protection and emergency medical services (EMS) offered and provided by the City of Noblesville Fire Department (“NFD”) and to compensate the City for such services;

WHEREAS, the City is desirous of providing such services and to be compensated therefore; and

WHEREAS, the Board of Works & Safety of the City of Noblesville has approved the amount set out in the attached memorandum and authorized the Mayor and City Clerk to sign this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows for Calendar Year 2024:

1. The City agrees to furnish to the Township and its residents fire protection services and emergency medical services beginning January 1, 2024, and continuing through December 31, 2024, unless sooner terminated by either party as provided hereafter. The City agrees to provide the services on a twenty-four (24) hour a day, seven (7) day a week basis for the term of this Agreement.

2. NFD shall answer all calls received from the Hamilton County E-9-1-1- Unified Emergency Communication District to extinguish fires and for emergency medical services occurring within the service area of the Township, outside of the municipal boundaries of the City, with the necessary personnel and equipment consistent with firefighting and EMS practices and procedures provided by NFD within the municipal boundaries of the City.

3. The parties agree that the only monetary consideration for the execution of this Agreement on the part of the Township shall be that which is set forth herein.

4. For and in consideration of the covenants contained herein, the Township agrees to pay to the City the sum of **One Million Four Hundred Ninety-One Thousand One Hundred and Twelve Dollars (\$1,491,112)** for the Calendar Year 2024. The determination of the amount due was made according to a formula developed in 2019 which contemplates the percentage of Noblesville Fire Department responses in the Township using a rolling average from 2021, 2022 and 2023.

5. Fifty percent (50%) of the contract amount shall be paid on or before June 30, 2024. In the event the contract amount has not been established prior to June 30, fifty percent (50%) of the prior year's contract amount will be used as the basis for payment.

The remaining balance shall be paid on or before December 31, 2024. To ensure that the payment may be deposited in the appropriate bank account and appear on the City records during the current contract year, the Township shall submit payment of the remaining balance so that it is received by the City Controller during regular City business hours on or before December 31, 2024.

6. The City agrees to purchase all materials and supplies, pay all compensation to NFD employees, pay the costs of the operation of said fire department and carry all necessary insurance on NFD and on all equipment of NFD and the Township. The City further agrees that its fire protection services and EMS will comply with all federal, state, and local laws and statutes including areas of personnel safety and training. In the event of any claim that the City did not comply with said laws and statutes the City will hold the Township harmless to the extent of such claim.

7. The parties believe all equipment used to provide all fire services is already owned by NFD. The Townships represents and warrants that it owns none of said the equipment. The parties agree that all equipment of whatever kind and nature owned by the Township presently in use by NFD or

~~added to the existing equipment during the life of this Agreement shall remain in the possession of NFD throughout the term of this Agreement~~

8. This Agreement shall be modified only by the parties in writing. The parties agree that they are each independent statutory municipal corporations with duties and responsibilities that are governed by statutory law. Neither party, by entering into this Agreement, has relinquished any of its municipal corporate authority with regard to its power to impose taxes or fees necessary to accomplish the objectives of this Agreement.

9. This Agreement shall be governed by and construed under the laws of the State of Indiana. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Agreement shall be any court of competent jurisdiction located in Hamilton County, Indiana.

10. This Agreement may be terminated by either party upon sixty (60) days written notice. Said notice shall be mailed to the other party at the addresses below, by certified mail, return receipt requested.

11. In order to facilitate communications between NFD and the Township, the following individuals are designated as the persons to whom all inquiries or communications should be directed on behalf of their respective entity via mail, email, or phone:


NFD
Chief Matt Mitchell
Noblesville Fire Department
135 South 9th Street
Noblesville, IN 46060

Noblesville Township

With a copy to:
City of Noblesville
Attn: City Attorney
16 South 10th Street
Noblesville, IN 46060

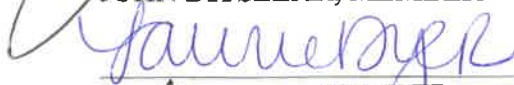
All of which is approved by the Board of Public Works and Safety of the City of Noblesville this

9th day of July 2024.




JACK MARTIN, PRESIDENT

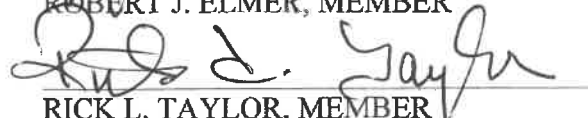
JOHN DITSLEAR, MEMBER



LAURIE DYER, MEMBER

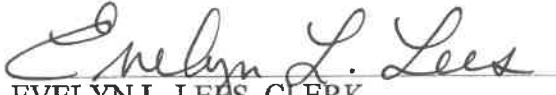


ROBERT J. ELMER, MEMBER



RICK L. TAYLOR, MEMBER

ATTEST:



EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

DATE: 6/19/24

TRUSTEE OF NOBLESVILLE TOWNSHIP
HAMILTON COUNTY, INDIANA

By: Theresa Caldwell
Theresa Caldwell,
Noblesville Township Trustee

By: Joe Arrowood
Joe Arrowood
Noblesville Township Board Member

By: Mary Sue Rowland
Mary Sue Rowland
Noblesville Township Board Member

By: Peggy Pfister
Peggy Pfister
Noblesville Township Board Member