INTERLOCAL AGREEMENT BETWEEN THE DANVILLE-CENTER TOWNSHIP FIRE PROTECTION TERRITORY AND MARION TOWNSHIP CONCERNING FIRE PROTECTION AND RESCUE SERVICES

WHEREAS, Ind. Code § 36-1-7 et seq. provides that governmental entities may enter into interlocal agreements to exercise authorized powers;

WHEREAS, the Danville-Center Township Fire Protection Territory, (Danville Fire Department) and the Marion Township Trustee and his/her Advisory Board ("Township") are Indiana political subdivisions, as defined in Ind. Code § 36-1-2-13; and

WHEREAS, Danville Fire Department and the Township now desire to enter into this Interlocal Agreement ('Agreement") whereby the Danville Fire Department will furnish fire protection and rescue services on call to the Township.

NOW, THEREFORE, the Danville Fire Department and the Township hereby agree as follows:

- **1. Purpose.** The purpose of this Agreement is for the Danville Fire Department and the Township to advance their interest in and concern for the adequate provision of fire protection and rescue services within the Township.
- 2. Services and Considerations. The Danville Fire Department agrees to furnish fire protection and rescue services ("Services") on call to the Township. In consideration for provision of the Services, the Township agrees to pay to the Danville Fire Department the sum of sixty-nine thousand, nine hundred sixty-one dollars and eleven cents (69,961.11). Payment to the Danville Fire Department shall be made in three (3) payments. Nine thousand, nine hundred sixty-one dollars and eleven cents (9,961.11) will be paid in January 2026. Two (2) equals payments of thirty thousand dollars (30,000) shall be paid from the Township's June 30, 2026, and December 31, 2026, distributions from the Hendricks County Auditor.
- **3. Duration**. This Agreement shall be effective on January 1, 2026, and shall bind the Danville Fire Department and the Township until December 31, 2026, or until termination pursuant to Section 8 of this Agreement.
- **4. Administration.** This Agreement shall be administered through the Marion Township Trustee and the Fire Chief. The Town of Danville clerk-treasurer is responsible for receiving, disbursing, and accounting for monies involved in this Agreement.
- **5. Staffing and Supplying.** The Danville Fire Department agrees to furnish and pay for all equipment necessary for provision of the Services. Upon termination of this Agreement, all equipment previously provided shall remain property of the Danville Fire Department. The Danville Fire Department will supply the fire and rescue personnel for provision of the Services.
- **6. Insurance.** The Danville Fire Department shall be solely responsible for insurance, compensation, and other employment requirements for the Danville Fire Department fire and

rescue personnel, except those insurance requirements so specified by law which require shared costs.

- **7. Termination.** This Agreement may be terminated by the Danville Fire Department or the Township upon ninety (90) days prior written notice to the other party.
- **8. Recording and filing.** Pursuant to Ind. Code § 36-1-7-6, before this Agreement takes effect, it must be recorded with the Office of the Hendricks County Recorder. Not later than sixty (60) days after this Agreement takes effect, it must be filed with the State Board of Accounts for audit purposes.
- **9. Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.
- **10. Modification.** This Agreement shall not be modified except by a written instrument executed by the Danville Fire Department and the Township.
- 11. Entire Agreement. This Agreement contains the complete and entire agreement between the Danville Fire Department and Township concerning the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Danville Fire Department and Township.
- **12. Notices.** Any notice required to be sent pursuant to this Agreement shall be in writing and shall be sent to either the Danville Fire Department or the Township at the address listed below, or such other address as either party may designate in writing to the other party.

Danville Fire Department Attn: Richard Duncan- Fire Chief 49 North Wayne Street Danville, IN 46122

Marion Township Trustee's Office Attn: Glenn Klaum- Trustee 7699 West CR 100 North Danville, IN 46122 Danville Fire Department

Richard Duncan-Fire Chief

Marion Township Trustee

Glehn Klaum

Marion Township Board