

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	10/26/2015	Requested Meeting Date:	11/02/2015		
		Confirmed Meeting Date:			
Received by:					
Contact Information: Please provide all requested information in the fields below. (Print or Type)					
On Behalf of Organization or Individual:			City of Franklin		
Name:	Lynnette Gray	Telephone:	(317) 738-3365		
Title or Position:	City Attorney				
E-Mail:	lynng@igmlawfirm.com				
Address:	63 E. Court St.				
City:	Franklin	State:	IN	ZIP:	46131
Who will attend the meeting and present the request?					
Name:	Lynnette Gray	Telephone:	(317) 738-3365		
Title or Position:	City Attorney				
E-Mail:	lynng@igmlawfirm.com				
Please describe the purpose or title of your presentation.					
To request approval of the Franklin Township Fire Protection Contract.					
Supporting documents: All supporting documents should be submitted with the request form.					
1. City of Franklin/Franklin Township Fire Protection Contract					

**CITY OF FRANKLIN/FRANKLIN TOWNSHIP
FIRE PROTECTION CONTRACT**

THIS AGREEMENT AND CONTRACT entered into this _____ day of November, 2015, by and between the Franklin Township Trustee as the representative, agent, and executive of Franklin Township, Johnson County, Indiana (hereinafter referred to as "Township") and the representative, agent, and executive of the City of Franklin, (hereinafter referred to as "Franklin") provides for the stipulated terms, guidelines, and provisions hereinafter as follows;

1. That the Township, in accordance with the requirements, terms, and provisions of the Indiana Code, is committed to the provision of fire protection for those citizens of the Township who reside outside the formal limits of the City of Franklin, Indiana, and who would not otherwise fall within the geographic parameters of another fire protection unit.

2. That the Indiana Code provides for, as an available option to the Township for the provision of fire protection services to the citizens within said township, the establishment of an agreement or contract with a municipality for the provision of fire protection services to said township.

3. That the City of Franklin is a municipality with the statutory authority to contract for the provision of fire protection services to the Township, and its municipality that has the fire-fighting equipment and the trained, professional personnel, properly maintained, operated and/or supervised, and insured by said municipality, whereby fire protection services could be provided to the Township by the subject municipality through formal contract or agreement.

4. That the authorized representatives, agents and/or assigns for both the Township and the City of Franklin agrees and stipulate through this contract and agreement, consistent with the terms and provisions delineated herein, to contract for the provision of fire protection services by the City of Franklin to the Township for a period of one year, from January 1, 2016, to December 31, 2016.

5. That with respect to the agreement herein, Franklin shall dispatch and furnish Township adequate fire-fighting equipment and personnel in response to any call or fire alarm received by them reporting a fire within the limits of the Township. More specifically, Franklin shall have responsibility for initially responding to those fire reports originating in the area more specifically and more particularly delineated as follows:

The area located within Franklin Township extending westerly from the City's western boundary to centerline Road, southerly from the City's southern boundary to County Road 200 South and County Road 225 South, and northerly from the city's northern boundary to County Road 400, as graphically depicted on the attached Exhibit "A".

Even though areas on initial responsibility for responding to fire are assigned, it is expressly agreed and understood by Franklin that Franklin shall give all other fire-fighting agencies aid and assistance in and for all fires when needed or required within the Township, including all areas which lie outside the city limits of Franklin, Exhibit "A", a map of the areas of initial responsibility, is attached and made part of this contract.

6. That Franklin shall incur neither liability nor responsibility to the Township in connection with any services rendered in attempting to extinguish any fire or fires to which a fire fighting unit may be called, other than provided herein.

7. That, in the event that more than one (1) fire occurs within the Township, Franklin shall, in its absolute and complete discretion, determine which fire call shall be served, and Franklin shall, in its absolute discretion, determine which fire fighting forces and fire-fighting equipment shall be, dispatched to any particular fire site.

8. That, further, in the event that simultaneous fires occur within the primary area which Franklin is obligated to serve, and in areas within the Township, Franklin shall give first consideration to the fire or fires within its primary area, and shall dispatch equipment as soon as possible to the Township fire.

9. That all Franklin Fire Fighters, Officers, and Fire Department Personnel, utilizing all appropriate equipment and professional training, shall endeavor to extinguish all fires promptly, professionally, and in a safety-conscious manner.

10. That Franklin shall not be liable for loss or damage resulting from any equipment breakdown due to mechanical failure in the operation of any fire-fighting equipment responding to the fire calls within the township.

11. That the Township will not be liable or held responsible for any personal injury or harm to any individual member of the fire-fighting department of Franklin while said members is in route to, or in the process of, extinguishing or attempting to extinguish, any fire nor shall Township be liable for any harm or damage to the fire-fighting apparatus, equipment or property under said conditions when Franklin is responding to a fire. Franklin, as a municipality and as a fire department, shall provide its member's insurance coverage, including but not limited to workmen's compensation, medical and income benefits, and indemnification insurance as required by applicable policies and law. Further, Franklin agrees to indemnify the Township regarding any claims or actions brought against the Township for any acts or omissions alleged against Franklin in the performance of its contractual obligation herein, including but not limited to any resulting damages, attorney fees, expert and consultant fees, and litigation costs, and Franklin retains the right and authority to defend itself and/or the Township against said claims and/or actions. Further, that reciprocally, Township agrees to indemnify Franklin regarding any claims or actions brought against Franklin for any acts or omissions alleged against the Township in the performance or its obligations, including but not limited to any resulting damages, attorney fees, expert and consultant fees and litigation costs.

12. The ownership and control of all fire-fighting equipment shall rest solely with Franklin, and no right, title or interest therein shall be acquired by the Township as a result of payments made for services rendered under this contract.

13. In consideration of these services provided for herein by Franklin, Township agrees to pay Franklin the sum of Sixty Thousand Dollars (\$60,000.00) for the period of January 1st, 2016 through December 31, 2016. Funds paid to the City of Franklin pursuant to the subject agreement shall be paid in two (2) equal installments of Thirty Thousand Dollars (\$30,000.00) from the authorized and approved funds and resources of the Township with the first payment to be paid on or before June 15th, 2016 and the second payment to be made on or before December 15, 2016. Checks shall be made payable to the City of Franklin and delivered to the City of Franklin Clerk Treasurer's Office located at 71 E. Court Street, Franklin, Indiana 46131.

14. That this Agreement may be continued and ratified in full force and effect for subsequent annual periods, or revised and renegotiated in whole or in part by the agreement of the parties.

15. That the parties herein agree and stipulate to the provision of three (3) months advance notice of intent to initiate a partial or complete termination of this subject agreement by means of formal and written notification of said intent.

IN WITNESS WHEREFORE, the Township has caused this agreement to be executed on its behalf by the Township Trustee and its Advisory Board; Franklin has caused this agreement to be executed by its chief executive, the Mayor of Franklin, Indiana and by its Board of Public Works and Safety.

Signed this _____ day of _____ 2015.

**FRANKLIN TOWNSHIP OF CITY OF FRANKLIN, INDIANA
JOHNSON COUNTY, INDIANA**

By _____
Lydia J. Wales, Trustee

By _____
Joseph E. McGuinness, Mayor

Thomas Wood
Advisory Board Member

Board of Public Works Member

David Bayless
Advisory Board Member

Board of Public Works Member

Charles Canary
Advisory Board Member