

AGENDA RESERVATION REQUEST

CITY OF FRANKLIN
BOARD OF PUBLIC WORKS AND SAFETY
Please type or print

Date Submitted:	May 14, 2012	Meeting Date:	May 21, 2012
Contact Information:			
Requested by:	Lynn Gray, City Attorney		
On Behalf of Organization or Individual: City of Franklin			
Telephone:	(317) 738-3365		
Email address:	lynng@embarqmail.com		
Mailing Address:	63 East Court Street, Franklin, IN 46131		
Describe Request:			
Request approval of the City of Franklin/Franklin Township Fire Protection Contract			
List Supporting Documentation Provided:			
City of Franklin/Franklin Township Fire Protection Contract			
Who will present the request?			
Name:	Lynn Gray, City Attorney	Telephone:	(317) 738-3365

The Franklin Board of Works meets on the 1st and 3rd Monday of each month at 5:15 p.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday prior to the Board of Works meeting.

CITY OF FRANKLIN/FRANKLIN TOWNSHIP

FIRE PROTECTION CONTRACT

THIS AGREEMENT AND CONTRACT entered into this 1st day of January, 2012, 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 fire 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 contact 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, 2012, to December 31, 2012.
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 per the requirement of Indiana Code 19-1-40-1, and all amendments, revisions, and subsequent enactments. That further, Franklin

agreed 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.

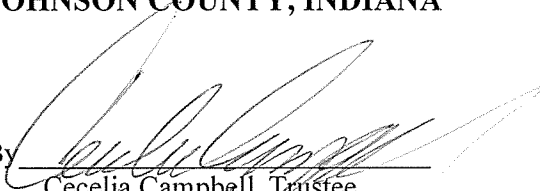
12. The ownership and control of all fire fighting equipment shall rest solely with Franklin, and nor right, title or interest therein shall be acquired by the Township as a result of payments made for services rendered under this contract.
13. In consideration of these services provided for herein by Franklin, Township agrees to pay Franklin the sum of Seventy-Five Thousand Dollars (\$75,000.00) for the period of January 1, 2012, through December 31, 2012. Funds paid to the City of Franklin pursuant to the subject agreement shall be paid semi-annually from the authorized and approved funds and resources of the Township.
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 WHEREOF, 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 _____, 2012_

**FRANKLIN TOWNSHIP OF
JOHNSON COUNTY, INDIANA**

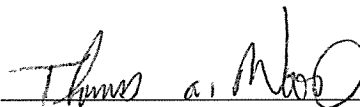
CITY OF FRANKLIN, INDIANA

By 
Cecelia Campbell, Trustee

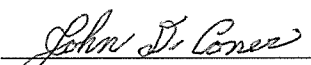

Advisory Board Member

By _____
Joseph E. McGuinness, Mayor

Board of Public Works Member


Advisory Board Member

Board of Public Works Member


Advisory Board Member