

AGREEMENT FOR SERVICES

THIS AGREEMENT made as of the day of _____, 202__, by and between the BRISTOL FIRE DEPARTMENT CORP., an Indiana not-for-profit corporation, (“the Fire Department”) and the TOWN OF BRISTOL, INDIANA, a municipality incorporated under the laws of the State of Indiana (the “Town”) (each a “Party” and collectively the “Parties”).

WITNESSETH:

WHEREAS, the Fire Department is a “volunteer fire department” as defined in I.C. § 36-8-12-2, and is engaged in providing fire protection and ambulance services to municipalities; and

WHEREAS, the Town desires to engage the services of the Fire Department for fire protection and ambulance service.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the legal sufficiency of which is hereby acknowledged by each of the Parties with the intention to be legally bound, the Parties agree as follows:

1. AGREEMENT TO PROVIDE SERVICES. The Fire Department shall provide firefighting, fire prevention, ambulance and emergency medical services to the Town, including the use and operation of fire-fighting and ambulance apparatus and equipment as well as the service of the operators of the apparatus and equipment. It is understood that such service will be provided to the Town and all residents of the area within the geographical boundaries of the Town and the public and private property therein situated.

2. TERM OF AGREEMENT. This Agreement shall commence on the 1st day of January, 2025 and shall continue through the 31st day of December, 2025. The Town will give the Fire Department no less than 120 days-notice prior to the expiration of the Term if it intends to terminate the services of the Fire Department for the following year.

3. ANNUAL SERVICE FEE. The Town shall pay to the Fire Department, as consideration for said services (including automobile allowance, membership fees and insurance as required by statute), for the term specified in paragraph 2 above, an Annual Service Fee in the amount of Nine Hundred Twenty Thousand One Hundred Fourteen Dollars and no/100. (\$920,114.00), payable as follows:

The Annual Service Fee is paid biannually in arrears after the services are performed. One-half (½) of the Annual Service Fee shall be due and payable on or before June 30, 2025 for the first six (6) months of 2025 (the “Initial Payment”), and the remaining one-half (½) of the Annual Service Fee shall be due and payable on or before December 31, 2025 for the last six months of 2025 (the “Final Payment”).

4. SERVICE CHARGES; AMBULANCE SERVICE; FIRE OR SPILLS ON HIGHWAY.

a. The Fire Department may assess and collect fees for ambulance

service from recipients of such service in amounts established by the Board of Directors of the Fire Department from time to time. All monies received by the Fire Department for ambulance service shall be used for the operation and expenses of the Fire Department.

b. The Fire Department may impose false alarm service charges (I.C. § 36-8-12-17); or a charge on the owner of a vehicle that is involved in a hazardous material or fuel spill or chemical or hazardous material related fire in accordance with I.C. § 36-8-12-13.

In the event of such charge, the Fire Department shall bill the owner of the vehicle for the total dollar value of the assistance that was provided, with that value determined by the method established by the state fire marshal. A copy of the fire incident report to the state fire marshal must accompany the bill. This billing must take place within thirty (30) days after the assistance was provided. The owner shall remit payment directly to the Fire Department. Any money that is collected may be used only for the purchase of equipment, building, and property for firefighting, fire protection, and other emergency services. The Fire Department may maintain a civil action to recover an unpaid charge that is imposed under this section.

5. AUTOMOBILE ALLOWANCES. The Fire Department shall pay to each active and participating member of the Fire Department:

- a. an annual clothing allowance; and
- b. an annual automobile allowance for the use of the member's automobile in the line of duty, in such amounts as required by law.

6. MEMBERSHIP FEES. The Fire Department shall pay fees for membership in a regularly organized volunteer firefighters' association on behalf of each firefighter in the Fire Department.

7. INSURANCE. The Fire Department shall procure insurance and the Town shall pay the cost of such coverage as part of the consideration set forth in paragraph 3 above for the benefit of each firefighter or member of the emergency medical services personnel (EMT) in the Fire Department, as follows:

a. ACCIDENTAL INJURY OR SMOKE INHALATION. The policy of insurance must provide for payment to each firefighter and EMT of the Fire Department, for accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of the firefighter or EMT and for a cardiac disease event proximately caused within forty-eight (48) hours by or occurring in the course of the performance of the duties of the firefighter or EMT while in an emergency situation, as follows:

(1) for total disability that prevents the member from pursuing his or her usual vocation, a weekly indemnity of not less than Two Hundred Ninety Dollars (\$290.00), up to a maximum of two hundred sixty (260) weeks; provided, however, that the weekly indemnity cannot be less than the Indiana minimum wage computed on the basis of a 40 hour week.

(2) for medical expenses, coverage for all incurred expenses. In

no event shall the policy have medical expense limits of less than Seventy-five Thousand and no/100 Dollars (\$75,000.00).

b. DEATH AND DISABILITY BENEFITS; LIABILITY COVERAGE:

(1) Each policy of insurance must provide for the payment of a sum not less than One Hundred Fifty Thousand Dollars (\$150,000.00) to the beneficiary, beneficiaries, or estate of a firefighter or EMT if he or she dies from an injury or smoke inhalation occurring while in the performance of his or her duties as a firefighter or EMT or from a cardiac disease event proximately caused within forty-eight (48) hours by or occurring while in the performance of his or her duties as a firefighter or EMT while in an emergency situation.

(2) Each policy of insurance must provide for the payment of a sum not less than One Hundred Fifty Thousand Dollars (\$150,000.00) to the firefighter or EMT if he or she becomes totally and permanently disabled for a continuous period of not less than two hundred sixty (260) weeks as a result of an injury or smoke inhalation occurring in the performance of his or her duties as a firefighter or EMT.

(3) Each policy of insurance must also provide for indemnification to a member of the Fire Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of his or her duties. Partial and permanent disability or impairment shall be indemnified as a percentage factor of a whole person.

(4) In addition to other insurance provided the firefighters and EMTs herein, the Fire Department shall be covered by an insurance policy that provides a minimum of Three Hundred Thousand Dollars (\$300,000.00) of insurance coverage for the liability of all of its firefighters or EMTs for bodily injury or property damage caused by the firefighters or EMTs acting in the scope of their duties while on the scene of a fire or other emergency, or traveling to and from the scene of a fire or other emergency.

(5) The civil liability of a volunteer firefighter or EMT for:

A. an act that is within the scope of a volunteer firefighter's or EMT's duties; or

B. the failure to do an act within the scope of a volunteer firefighter's or EMT's duties; while performing emergency services at the scene of a fire or other emergency or while traveling in an emergency vehicle from the fire station to the scene of the fire or emergency or from the scene of a fire or emergency back to the fire station is limited to the coverage provided by the insurance policy purchased under this subsection. A volunteer firefighter or EMT is not liable for punitive damages for any act that is within the scope of a volunteer firefighter's or EMT's duties. If insurance as required under this Section is not in effect to provide liability coverage for a volunteer firefighter, the firefighter or EMT is not subject to civil liability for an act or a failure to act as described in this subsection.

c. WORKER'S COMPENSATION AND OCCUPATIONAL DISEASE COVERAGE. A volunteer firefighter or an EMT working in a volunteer capacity for the Fire Department shall be covered by the medical treatment and burial expense provisions of the Indiana Worker's Compensation Law (I.C. § 22-3-2 through I.C. § 22-3-6) and the Indiana Worker's Occupational Disease Law (I.C. § 22-3-7).

d. The combined aggregate liability of the Fire Department for an act or failure to act that is within the scope of its duties shall not exceed three hundred thousand (\$300,000) for injury to or death of one (1) person in anyone (1) occurrence and does not exceed five million dollars (\$5,000,000) for injury to or death of all persons in that occurrence. The Fire Department is not liable for punitive damages.

8. AUDIT REQUIREMENTS. The Fire Department agrees to comply with the annual audit requirements of the Indiana State Board of Accounts and to permit an audit on an annual basis of the Fire Department's financial records. The Fire Department further agrees to provide the Indiana State Board of Accounts and the Town with copies of any required audit contract or engagement letter and a copy of the annual audit reports in a form reasonably satisfactory to the Indiana State Board of Accounts.

9. PROFIT, LOSS & BUDGET INFORMATION. The Fire Department agrees to annually provide the Town with a profit and loss statement (P & L) prepared by the accounting firm then representing the Fire Department for the twelve-month period ending December 31 indicating in detail the amount and source of all income and expenses. Said P & L will be provided by May 15 of each year. By July 1 of each year, the Fire Department should provide the Town with the gross dollar amount of its proposed contract amount for the following calendar year. Finally, by December 1 of each year, where the Town and Fire Department have agreed verbally to contract with each other for the following calendar year, the Fire Department will submit next year's proposed budget on Budget Form No. 1, or its equivalent, generally accounting for funds to be paid by the Town for services in the next year.

10. NO LIABILITY. Notwithstanding any language in this Agreement to the contrary, the Fire Department shall not be liable to the Town for any alleged negligence in the performance of fire and emergency services for the Town or failure of equipment. In addition, the Town shall not be liable to the Fire Department for any expenses the Fire Department incurs from any claim or lawsuit alleging negligence arising from the Fire Department's performance under this Agreement.

11. INDEPENDENT CONTRACTOR. The relationship of the Town and the Fire Department is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever and are not entitled to any employee benefits of the other party. The Fire Department's employees are not employees of the Town for any purpose, and neither the Fire Department nor any employees or agents of the Fire Department performing the services under this Agreement are entitled to any of the benefits that the Town may provide for the Town's employees. The Town will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on the Fire Department's behalf. The Fire Department

shall be solely responsible for and shall hold harmless the Town from all such taxes or contributions, including penalties and interest. Any persons employed or engaged by the Fire Department in connection with the performance of the services shall be the Fire Department's employees or contractors and the Fire Department shall be fully responsible for its employees. .

12. MISCELLANEOUS.

a. Choice of Law. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to conflict of laws principles.

b. Benefit/Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns. Neither party hereto has a right to assign or transfer this Agreement or its rights hereunder without the prior written consent of the other. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

c. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

d. Divisions and Headings. The divisions of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

e. Entire Agreement; Amendment. This Agreement supersedes all prior agreements or understandings, whether written or oral, among the Parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement among the Parties with respect to its subject matter, and no Party shall be entitled to benefits other than those specified herein. This Agreement may not be amended except by a written agreement executed by the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

TOWN OF BRISTOL, INDIANA

BRISTOL FIRE DEPARTMENT CORP.

By:

Nicholas J.A. Kantz

Fire Chief

ATTEST:

By:

Cynthia S. Gillard

Secretary

This instrument was prepared by Cynthia S. Gillard of WARRICK & BOYN, LLP, 861 Parkway Ave., Elkhart, IN 46516.