

EXHIBIT "A"

FIRE PROTECTION AGREEMENT 2023

This Fire Protection Agreement, made and entered into on the date hereinafter stated, by and between the Town of Centerville, of Wayne County, Indiana, by its proper legal officials, hereinafter referred to as the TOWN, and Center Township, of Wayne County, Indiana, by its proper legal officials, hereinafter referred to as the TOWNSHIP,

WITNESSETH:

Whereas, said Town owns and maintains a certain building located in the Town in which there is now housed, owned and maintained the various units of fire extinguishing equipment and which equipment the Town uses as required for the purpose of extinguishing fires within Town and vicinity, and

Whereas, said Township desires to enter into an agreement with the Town whereby the Town will furnish fire protection and fire department service desired and needed by the Township, and

Whereas, the Town is in the position of being able to furnish the volunteer firefighters necessary to render the fire protection and fire department service desired and needed by said Township.

1. Now, therefore it is agreed that the Town shall furnish fire protection with good fire equipment, using an adequate number of pieces of motorized equipment, the actual number of pieces of motorized equipment to be used for each call to be left to the discretion of the Chief of the Centerville Volunteer Fire Department. The Town further agrees to maintain and equip a Volunteer Fire Department of at least twenty (20) firefighters at all times.
2. Volunteers shall be trained to State of Indiana standards for volunteer firefighters. Volunteers will provide emergency medical services in accordance with their training. All training and certification must be documented by the State Fire Marshall's Office, the Indiana Volunteer Fire Fighters Association, Certified Training Instructors or other appropriate entity. The Volunteer Fire Department's Chief will track all training hours for each firefighter and all maintenance of apparatus, equipment and vehicles.
3. The Town further agrees that at all times it shall maintain its equipment used for the fire department services at its own expense and that it will keep the same in good state of repair for fire extinguishing purposes and that said Town will give due consideration to any constructive suggestions made to the officials of the Town by the officials of the Township. Notwithstanding, to the extent that the Township has provided for a cumulative building and equipment fund under I.C. 6-1.1-41, the Township and the Town hereby agree to reasonably utilize said funds on balance and otherwise unencumbered, to the extent allowed by law, for the purposes set forth in I.C. 36-8-14-

2 which expenditures shall be in addition to those provided for herein under paragraph 5. NOTWITHSTANDING, NOTHING HEREIN SHALL MODIFY OR AMEND THE TERMS AND OBLIGATIONS OF THE PARTIES UNDER A SEPARATE INTERLOCAL AGREEMENT DATED APRIL 18, 2018 as recorded in the office of the Wayne County Recorder, Indiana as Instrument Number 2018002988, on April 19, 2018.

4. Volunteer firefighters under the control of the Town that answer the calls of any bona fide resident of the Township will fight said fire to the best of their ability and will endeavor to extinguish the fire and keep it from spreading, but there shall be no liability attaching to the Town for loss or damage arising out of any fire calls made by the Township of its citizens and answered by the Town.
5. As a consideration of the services provided under this Agreement, the Township agrees to pay the Town a sum of sixty-nine thousand dollars and no cents (\$69,000) which is applied towards a minimum of one-half of the fire department's annual budget based on receipts incurred by the Town, including but not limited to the cost of accident and indemnity insurance protection regarding firefighting. The consideration for 2023 shall be paid to the Town twice yearly in equal installments of thirty-four thousand five hundred dollars (\$34,500) each, which payments shall be due and owing when the respective yearly property tax distributions are made to townships according to law.
6. It is further agreed that prior to the determination of any future increased consideration to be paid to the Town for its firefighting service, now otherwise set forth herein, that the proper legal officials of said Town shall have a meeting not later than June 30, each year, in order to determine the total amount of money needed to be raised by said Township. Among the factors to be discussed at said meeting to determine the amount of money in payment of the firefighting service, but not limited to the factors listed, is the following:
 - a. The prospective purchase of new firefighting equipment, including but not limited to motorized vehicles,
 - b. The cost of repairs to existing vehicles and equipment,
 - c. The cost of clothing allowance to volunteer firefighters,
 - d. The cost of policies of insurance for volunteer firefighters,
 - e. The cost of gasoline and oil for said vehicles,
 - f. The cost of supplies for the operation of the Volunteer Fire Department, and
 - g. The costs of required and recommended training for the volunteer firefighters.

Any increased consideration not otherwise set forth herein shall be given in writing to the Township not later than July 15th of each year.

7. It is mutually agreed that the services to be rendered to the residents of the Township will be rendered by the volunteer firefighters of the Fire Department operated by the Town, and with equipment owned by the Town, and that, in accepting this Agreement the Township covenants and agrees that no liability or cause of action of any nature will be against the Town by reason of any default or failure of equipment or actions of

the firefighters in charge of the operating equipment when any fire run is made to the residence or place of business of any resident of the Township.

8. The Town agrees to provide the Township with an annual report of all fire runs made within the Township during the term of this contract. Said report shall be provided to the Township not later than January 31st, each year. The Town acknowledges that it will keep records current and that it may be subject to an annual audit by appropriate federal, state, and local government officials. The Town will allow the Center Township Trustee and Township Board to inspect appropriate books, financial records, and certifications with advance notice of at least three (3) business days or as provided by Indiana law. The Center Township Trustee shall reimburse the Town \$0.10 per page for copying.
9. Neither the Town nor the Township shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or status as a veteran.
10. The Town of Centerville shall comply with all laws relating to towns, and Center Township shall comply with all laws relating to townships. In the event that any provision of this Agreement conflicts with the Indiana Code, the provision contained in the Indiana Code shall take precedence and shall apply.
11. It is further agreed that this Agreement shall constitute and be a valid contract between the parties hereto when properly executed by the proper officials of each of said political subdivisions signatory hereto and shall be binding on their successors in office unless terminated as hereinafter provided.
12. This Agreement shall be in effect for a period of one year. Specifically, the effective date of this agreement is January 1, 2023 until December 31, 2023.
13. Pursuant to IC 36-1-7, the parties agree that, with respect to the form of this Agreement, both parties assume joint responsibility for the form and composition of each paragraph, and the parties agree that this Agreement shall be interpreted as though each of the parties participated equally in the composition of each and every part of this Agreement. This Agreement is not to be strictly construed for or against either of the parties. This Agreement is personal to the parties hereto and neither party may assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party. It shall be controlled by Indiana law and shall be binding upon the parties, their successors and assigns. It constitutes the entire Agreement between the parties, although it may be altered or amended in whole or in part at any time by filing with the Agreement a written instrument setting forth such changes signed by both parties. The parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver of or serve as a bar to the subsequent enforcement of such provision or obligation under this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be separated from this Agreement, and all other provisions shall continue and remain in full force and effect. Any person executing this Agreement in a representative capacity hereby

warrants that he has been duly authorized by his or her principal to execute this Agreement.

IN WITNESS WHEREOF, the Town of Centerville, Indiana, and Center Township, Wayne County, Indiana, have caused this Agreement to be duly executed in their respective names, all as of the date hereinbefore written.

TOWN OF CENTERVILLE, WAYNE
COUNTY, INDIANA

CENTER TOWNSHIP, WAYNE COUNTY,
INDIANA

By: Daniel Wandersee
Dan Wandersee
President, Town Council

By: Vicki Chasteen
Vicki Chasteen
Township Trustee

Attest:

By: Richard K. Tincher
Richard Tincher
Clerk-Treasurer

Attest:

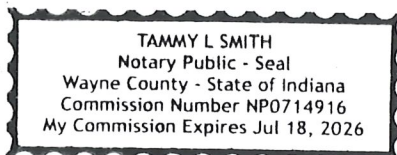
By: Jodi Frech
Jodi Frech
Chairman of Township Board

STATE OF INDIANA)
) SS:
COUNTY OF WAYNE)

Before me, the undersigned, a Notary Public in and for this Town and State, personally appeared Dan Wandersee and Richard Tincher personally known to be the President of the Town Council and the Clerk Treasurer, respectively, of the Town of Centerville, Indiana (the "Town"), and acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the Town.

WITNESS my hand and notarial seal this November 7, 2022.

(Seal)



Tammy L. Smith
(Written Signature)

Tammy L. Smith
(Printed Signature)
Notary Public
Commission # NP0714916

My Commission expires:

July 18, 2026

My county of residence is:

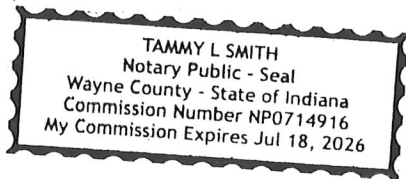
Wayne

STATE OF INDIANA)
) SS:
COUNTY OF Wayne)

Before me, the undersigned, a Notary Public in and for this Town and State, personally appeared Vicki Chasteen and Jodi Frech personally known to be the Township Trustee and the Chairman of the Township Board, respectively, of the Center Township, Wayne County, Indiana (the "Township"), and acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the Township.

WITNESS my hand and notarial seal this December 7, 2022.

(Seal)



Tammy L Smith
(Written Signature)

Tammy L. Smith
(Printed Signature)
Notary Public
Commission # NP0714916

My Commission expires:

July 18, 2026

My county of residence is:

Wayne

This instrument prepared by Edward O. Martin, Attorney at Law.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number from this document, unless required by law. Printed: Richard Kucher