

**AGREEMENT BETWEEN  
THE TOWN OF WINSLOW AND PATOKA TOWNSHIP VOLUNTEER FIRE  
DEPARTMENT INC.  
FOR EMS AND FIRE PROTECTION SERVICES**

This agreement ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Winslow (hereinafter referred to as "Winslow") and Patoka Township Fire Department, Pike County, Indiana (hereinafter referred to as "Patoka")

**WITNESSETH:**

**WHEREAS**, Winslow desires to avail itself of the fire protection and emergency medical service (EMS) offered and provided by Patoka and to compensate Patoka for such services; and,

**WHEREAS**, Patoka is desirous of providing such services and to be fairly compensated, therefore.

**NOW, THEREFORE**, it is mutually agreed and undertaken by and between the parties as follows:

1. Patoka agrees to furnish to Winslow fire protection and emergency medical services for the period beginning January 1, 2021, and continuing through December 31, 2021, unless sooner terminated by either party as provided hereafter. Patoka agrees to continue such services until Winslow has retained alternative fire protection and emergency medical services in accordance with Section 6 of this Agreement.
2. Patoka shall answer all calls received from the Pike County Dispatch to extinguish fires and for emergency medical services occurring within the service area of Winslow with the necessary personnel and equipment consistent with firefighting and EMS practices and procedures to a minimum of Basic Life Support (BLS).
3. Patoka agrees to provide the above services on a volunteer basis at the below minimal staffing.
  - (a) Patoka agrees to provide at least ten (10) responders within ten (10) minutes on 80% of fire extinguishment call within corporation limits of the Town of Winslow as minimal staffing. Minimum staffing includes members responding from the automatic aid agreement established by Patoka. Staffing for fire extinguishment is Indiana certified at least to Firefighter II under IAC 655.
  - (b) Patoka agrees to maintain at least one (1) NFPA compliant "pumper fire apparatus". Patoka agrees to maintain at least one (1) BLS non-transport vehicle to be provided by Patoka.
  - (c) Patoka agrees to provide at least two (2) emergency medical responders (EMR) within 5 (five) minutes on 75% of emergency medical call within corporation limits of the Town of Winslow as minimal staffing. Staffing for emergency medical response is Indiana or National Registry of Emergency Medical Technicians, whichever is currently recognized by the Indiana Department of Homeland Security, certified at least to EMR or greater under IAC 836.

(d) Winslow agrees to provide the building at 100 N WALNUT ST WINSLOW, IN 47598 Parcel Number 63-07-32-307-011.000-010 for emergency response operations. Patoka agrees to pay all utilities at the location to include but not limited to; water, sewage, and electric. Patoka shall not lease or rent the property. Patoka shall carry personal insurance on Patoka's property and provide Winslow, annually on the renewal of this agreement, a certification of insurance. Structural modification must be submitted in writing for review by Winslow. Winslow shall respond within 30 days after reviewing the modification request. Winslow agrees to have the property mowed at its expense.

4. Winslow shall pay the total of \_\_\_\_\_, in bi-annual installments of \_\_\_\_\_ by the 31<sup>st</sup> of January and 30<sup>th</sup> of June, which shall be the limit or extent of monetary payment due and payable for such firefighting and emergency medical services.
5. Patoka agrees to purchase all materials and supplies, pay all compensation to Fire Department Employees, pay the costs of the operation of said fire department and carry all necessary insurance on the Department and on all equipment of Patoka. Patoka further agrees that its fire protection services, and EMS will comply with all federal, state, and local laws and statutes including areas of personnel safety and training. At Winslow's request, a copy of the Department's General Liability Insurance Policy covering the fire department shall be furnished to Winslow.
6. Subject to Section 22 herein, this Agreement may be terminated by either party upon sixty (60) days written notice. The terminating party shall also give notice of its intent to terminate to all other parties required to receive such notice prior to the termination becoming effective. Said notice shall be mailed to Winslow or Patoka at the addresses below, by certified mail, return receipt requested.
7. A copy of this Agreement and all notices, amendments, changes, or alterations thereto may be mailed to the Insurance Service Office of the State of Indiana by the Town immediately upon becoming effective.
8. Patoka shall assume no responsibility for delays in answering alarms if the delays are caused by Patoka's inability to immediately respond because of other calls or circumstances beyond the control of Patoka. However, it is anticipated that Patoka will immediately request that assets of equal caliber be dispatched to such fire calls.
9. Patoka agrees to carry all necessary insurance to comply with applicable state, federal and local laws and regulations governing municipalities for any life insurance required under current Indiana statutes and regulations.
10. Patoka further agrees to hold Winslow harmless and indemnify Winslow for injuries suffered to the property or person of their parties. Notwithstanding the foregoing or anything to the contrary contained herein, Winslow hereby acknowledges and agrees that Patoka's financial exposure for certain claims is limited by the Indiana Tort Claims Act, and Patoka's obligation to indemnify and save Winslow, its agents and employees harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fee and expenses at the trial and appellate levels) arising out of or related to claims subject to the Indiana Tort Claims Act shall be limited to the amount of damages available pursuant to Indiana Code section 34-13-34, as amended.

11. Patoka further agrees to provide Winslow with standardized quarterly run reports which may include the type of response in the Town of Winslow and/or Patoka other response area, if requested.
12. Patoka shall make all necessary reports to the State Fire Marshal's Office and other State and local offices, of fire runs made, maintenance, repairs and training, as required by the State of Indiana or agreed to by the parties hereto.
13. The terms set forth in this Agreement may be altered or amended only in writing and signed by the parties.
14. This Agreement supersedes and replaces any prior Agreements or understandings which may have existed between parties hereto. This Agreement constitutes the full and complete agreement of the parties with regards to the subject matter hereof.
15. If any paragraph, sentence, or portion of this Agreement is declared by a court competent jurisdiction or other quasi-judicial authority to be illegal or unenforceable, such declaration shall not impair or affect the remainder hereof, which shall be in full force and effect and binding upon the parties.
16. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine, or neuter genders.
17. This Agreement shall be governed by and construed under the laws of the State of Indiana without regard to choice of law principles. Winslow and Patoka, to the extent provided by law, waive their right to a jury trial in any matter arising out of this Agreement and this waiver is absolute and unconditional.

The parties shall endeavor to resolve their claims by mediation administered pursuant to the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall equally share the mediator's and any filing fees. The mediation shall be held in Winslow, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

In the event of any litigation between Patoka and Winslow that arises out of or relates to this Agreement, the "prevailing party" in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation. For purposes of this paragraph, the term "prevailing party" shall mean the party that recovers all or substantially all of the relief requested in its pleadings, and includes attorney's fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Pike County, Indiana.

18. In order to facilitate communications between Winslow and Patoka, the following individuals are designated as the persons to whom all inquiries or communications should be directed on behalf of their respective entity via mail, email, or phone:

17. In the event this Agreement is terminated before approval of the 2022 agreement, Patoka obligation to provide fire protection services shall not exceed ninety (90) days past the effective date of termination. Patoka rate of compensation shall be equal to the daily rate under the terms of this Agreement.
18. This Agreement shall become effective upon its execution by both parties.

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