

**GREENWOOD COMMON COUNCIL**

**RESOLUTION NO. 23-05**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE  
CITY OF GREENWOOD AND PLEASANT TOWNSHIP, JOHNSON COUNTY  
REGARDING FIRE PROTECTION**

WHEREAS, Pleasant Township desires to provide residents of Pleasant Township, residing outside of any incorporated government unit, fire protection and emergency medical services through a contract with the City of Greenwood Fire Department;

WHEREAS, the City of Greenwood Fire Department is able, willing, and desirous of providing such services; and

WHEREAS, Indiana Code § 36-1-7-1 *et seq.* provides that Indiana political subdivisions that engage in a joint undertaking must do so through an interlocal agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE GREENWOOD COMMON COUNCIL AS FOLLOWS:

Section 1. The form of the Interlocal Agreement between the City of Greenwood and Pleasant Township concerning fire protection and emergency medical services, a copy of which Agreement is attached hereto as Exhibit A and incorporated herein, is in all things approved.

Section 2. The Mayor is hereby expressly authorized to enter into such Agreement and to make any reasonable amendments in his discretion that do not increase the City's duties, obligations, or financial obligation, and he is expressly authorized to bind the City to such amendments.

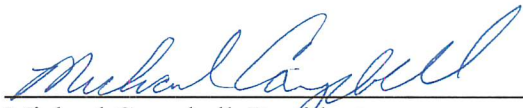
Section 3. The fully-executed Interlocal Agreement shall be recorded in the Office of the Recorder of Johnson County and a copy thereof shall be filed with the State Board of Accounts within sixty (60) days of the Agreement taking effect.

Section 4. The sections, paragraphs, sentences, clauses, phrases and words of this Resolution are separable, and if any word, phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity, or unenforceability shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs, and sections of this Resolution.

Section 5. This Resolution shall be in full force and effect after its passage and approval by the Mayor of the City of Greenwood.

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Passed by the Common Council of the City of Greenwood, Indiana, this 6<sup>th</sup> day of march, 2023.

  
Michael Campbell, President  
Greenwood Common Council

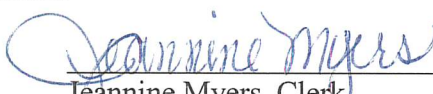
**ATTEST:**

I hereby certify that the foregoing within and attached resolution was duly passed by the Common Council of the City of Greenwood, Indiana, at a meeting thereof held on 6<sup>th</sup> march 2023, by the following vote:


AYE: NAY:

Ronald Bates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Michael Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Linda S. Gibson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ezra Hill	<input checked="" type="checkbox"/>	<input type="checkbox"/>
J. David Hopper	<input checked="" type="checkbox"/>	<input type="checkbox"/>
David Lekse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bradley Pendleton	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Michael Williams	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Erin Betron	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The foregoing and attached resolution passed by the Common Council of the City of Greenwood, Indiana, on the 6<sup>th</sup> day of march, 2023, is presented by me this 6<sup>th</sup> day of march, 2023, at 7:40 o'clock P.m., to the Mayor of the City of Greenwood, Indiana.

  
Jeannine Myers, Clerk

The foregoing and attached resolution passed by the Common Council of the City of Greenwood, Indiana, on the 6<sup>th</sup> day of march, 2023, is approved by me this 15<sup>th</sup> day of March, 2023, at 1:00 o'clock P.m.

  
MARK W. MYERS, Mayor of  
the City of Greenwood, Indiana

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENWOOD, INDIANA  
AND PLEASANT TOWNSHIP, INDIANA REGARDING FIRE PROTECTION**

This Interlocal Agreement is made pursuant to Indiana Code 36-1-7, and is entered into between the City of Greenwood, Indiana acting by and through its Mayor (the "City") and Pleasant Township, Johnson County, Indiana, acting by and through its Township Trustee (the "Township"). The Township and the City may be referred to collectively herein as "Parties".

1. **Purpose.** This Agreement is intended to allow the Township to contract with the City to provide fire protection and emergency medical services to residents of the Township residing outside of any incorporated governmental unit.
2. **Obligations of Parties.**
  - a. The City shall furnish modern and up-to-date fire-fighting equipment and shall make said equipment available for the purpose of fighting any fires in the Township which are not within the City, the Town of New Whiteland, the Whiteland Fire Protection District (the boundaries of which are established by a boundary agreement between the Whiteland Volunteer Fire Department and the Greenwood Fire Department) and shall provide through its Fire Department, under the direction of its Fire Chief, reasonable manpower for fighting and extinguishing all fires within this primary response area of the Township.
  - b. The City shall also furnish emergency medical services to the extent it provides such services within the City and fire prevention services to the extent required by Indiana law and which it provides within the City in the primary response area of the Township.
  - c. The City agrees to provide fire-fighting equipment and services, emergency medical services, and fire prevention services in the Township in the area outside of its primary response area only to the extent that extreme circumstances arise.
  - d. In consideration for these services, the Township agrees to pay the City the total sum of Twelve Thousand and no/100 Dollars (\$12,000.00) for the term January 1, 2023 through December 31, 2023 with two (2) equal payments due on or before June 30, 2023 and on or before December 31, 2023. In addition, every few years, in the discretion of the Township, the Township may also make special contributions to the City to help provide the Greenwood Fire Department with equipment and/or other materials or services that may be useful in providing the fire protection services required under this Agreement. The process for the making of a special contribution shall be:
    1. The Township will first make a determination that funds are available for a special contribution and advise the Greenwood Fire Department that the

Township would consider a request from the Greenwood Fire Department for a special contribution.

2. The Greenwood Fire Department presents its request for a special contribution and identifies the purpose(s) for which the special contribution will be spent.
  3. The Township Board holds a public hearing concerning the request and takes official action on the request.
  4. If the funds are not already included within the Township's approved budget, an additional appropriation will also be required for the special contribution, and the additional appropriation will have to be approved by the Department or Local Government Finance in accordance with applicable statutes, regulations, and procedures.
  - e. The City shall secure and pay for all necessary insurance for public liability and property damage necessitated by the operation of said fire equipment and fire-fighting personnel in an amount satisfactory to the City, and a certificate of said insurance shall be provided to the Township upon its request after the execution of the Agreement.
  - f. The City shall be solely responsible for the maintenance and operation of the City's fire-fighting equipment and emergency medical services equipment.
  - g. To the extent allowed by law, the Parties agree to reserve unto the Greenwood Fire Department the right to impose a service charge for fighting a working fire and for hazardous material release in the primary response area.
3. **Administration.** Pursuant to Indiana Code § 36-1-7-3(a)(5)(B), this Agreement shall be administered by a joint board consisting of:
- (A) Township Trustee;
  - (B) City Mayor.
4. **Fiscal Body Approval.** Pursuant to Indiana Code § 36-1-7-4(a)(3), this Agreement is subject to approval by the City's and Township's fiscal bodies.
5. **Filing.** Before taking effect, this Agreement will be recorded with the Johnson County Recorder, and within sixty (60) days after execution, will be filed with the Indiana State Board of Accounts. The parties shall equally share any costs associated with such recording and/or filing.
6. **Time of Essence.** Time is of the essence with this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein), and the parties acknowledge that the successful performance of this Agreement requires their continued cooperation.
7. **Breach.** Before either party's failure to perform its obligations under this Agreement may be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall

demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after such notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

8. **Termination.** The Agreement may be terminated by either party upon ninety (90) days written notice. In the event of a termination, the City shall refund to the Township for One Thousand and no/100 Dollars (\$1,000.00) for each month for which services are not rendered. No credit shall be provided for partial months.
9. **Appropriation.** The Agreement and the City's obligation thereunder to furnish modern and up-to-date equipment and fire-fighting services, emergency medical services, and fire prevention services are subject to appropriations by the City of Greenwood Common Council in an amount sufficient to carry out the terms of this Agreement.
10. **Indemnification.** The Township agrees to indemnify and hold harmless the City from any and all negligence, misconduct, malfeasance or misfeasance resulting from the performance of this Agreement whether or not caused by or resulting from the activity of the Greenwood Fire Department or any other participating agency or department or official of the City, to the extent not covered by the insurance provided for herein.
11. **Amendment.** This Agreement may be amended only by the mutual consent of the parties and by the execution of a written amendment by the parties or their successors in interest.
12. **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.
13. **Severability.** If any provision of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provision of this Agreement.
14. **Construction and Interpretation of Agreement / Indiana Law.** This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties and their attorneys have each reviewed this Agreement, and any ambiguity shall not be resolved against the drafting party in the interpretation of this Agreement.
15. **Waiver Ineffective.** No waiver of any term, condition, or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the parties.
16. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made either by personal delivery, by a nationally recognized courier

service, or by registered mail, return receipt requested, with proof of delivery thereof as follows:

To the Township:

To the City:

Mayor of the City of Greenwood, IN  
300 South Madison Avenue  
Greenwood, IN 46142

and

Corporation Counsel of the City of Greenwood, IN  
300 South Madison Avenue  
Greenwood, IN 46142

or at such other address(es) as the parties may indicate in writing to the other. In the event notice attempted to be delivered by personal delivery, courier, or registered mail is refused or otherwise undeliverable, such notice may be delivered by regular mail. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
18. **Assignment.** The rights and obligations contained in this Agreement may not be assigned without the express prior written consent of the parties.
19. **No Third-Party Beneficiaries.** This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third-party.
20. **Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

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**AGREED BY:**

**CITY OF GREENWOOD, INDIANA**

By: Mark W. Myers  
Mark W. Myers, Mayor

Date: March 17, 2023

Attest: Jeannine Myers  
Jeannine Myers, Clerk of Court

**AGREED BY PLEASANT TOWNSHIP TRUSTEE**

\_\_\_\_\_  
C. William Hart, Trustee

Date: \_\_\_\_\_

**PLEASANT TOWNSHIP BOARD**

\_\_\_\_\_  
Ron McCoy, Chair

\_\_\_\_\_  
John Asher, Secretary

\_\_\_\_\_  
Adam Nuhfer, Member

Date: \_\_\_\_\_

