

**FIRE CONTRACT
FOR THE FURNISHING OF FIRE PROTECTION AND
EMERGENCY SERVICES TO THE UNINCORPORATED
AREA OF FAIRFIELD TOWNSHIP**

THIS AGREEMENT, is made and entered into this 18 day of February, 2025, by and between the Fairfield Township Trustee, with approval from the Fairfield Township Board of Tippecanoe County, Indiana (“Township”), and the City of Lafayette (“City”);

WHEREAS, Indiana Code 36-8-13 and Indiana Code 36-1-7 authorize and empower cities and townships to enter into contracts to provide for cooperation in the purchase, maintenance, and upkeep of equipment and the furnishing of emergency and fire protection services to Township by the fire department of a City; and

WHEREAS, there has been a long history of cooperation between City and Township in furnishing fire protection services to the Township; and

WHEREAS, it is mutually beneficial that the City and the Township enter into a contract for emergency fire protection services; and

WHEREAS, both the City and the Township do not want to impose unreasonable financial burdens on their successor officeholders, citizens or taxpayers; and

WHEREAS, the Township is willing to expend funds and efforts so that the City may provide emergency and fire protection services to the Township; and

WHEREAS, it is mutually beneficial that the City and the Township enter into a contract for emergency and fire protection services and cooperation in the purchase of fire protection equipment;

NOW, BE IT THEREFORE AGREED as follows in consideration of the mutual promises hereinafter set forth:

1. The Township will not pay to the City the total sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) or any other amount for fire protection services for the year 2025 as it did in 2024. In lieu of a payment for 2025 and 2026, the Township has agreed to assist the City with acquiring a new vehicle in accordance with the terms in Paragraph 2 below.
2. The City has entered into an agreement with MacQueen Equipment LLC (the “Vendor”) whereby the Vendor has agreed to supply the City with a Freightliner (4-Door) Tanker Pumper (the “New Truck”) for Seven Hundred Forty-Eight Thousand and Sixty and 00/100 Dollars (\$748,060.00) within 36-39 months of the execution of that agreement by the City and the Vendor. In lieu of payment from the Township to the City for fire protection services for 2025 and 2026, it is agreed by the Township and the City, that the Township will reimburse the City for the acquisition by the City of the New Truck in an

amount not to exceed Seven Hundred Forty-Eight Thousand and Sixty and 00/100 Dollars (\$748,060.00) with said reimbursement payment being made by the Township to the City on or before December 31, 2026 or when the New Truck is delivered, whichever is later.

3. The Township explicitly makes no requirement that the City's use of any payments described in this Agreement shall be restricted in any way, other than as identified herein.
4. This Agreement is effective the 1st day of January, 2025.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 18 day of February, 2025.

CITY OF LAFAYETTE

FAIRFIELD TOWNSHIP

By: _____
Tony Roswarski, Mayor

By: _____
Mónica Casanova, Fairfield Township Trustee

ATTEST:

Cindy Murray, City Clerk

APPROVED:

**CITY OF LAFAYETTE BY ITS BOARD
OF PUBLIC WORKS AND SAFETY:**

**BY THE FAIRFIELD TOWNSHIP
BOARD:**

By: _____
Gary Henriott, President

By: _____
Perry Schnarr, Chairman

By: _____
Susan Schechter, Secretary

By: _____
Arisa Beck