

RESOLUTION NO. 2017- 04

PENN TOWNSHIP, ST. JOSEPH COUNTY, INDIANA  
A RESOLUTION TO APPROVE AND AUTHORIZE INTERIM  
INTERLOCAL AGREEMENT WITH THE TOWN OF OSCEOLA FOR FIRE  
PROTECTION AND EMERGENCY SERVICES

**WHEREAS**, Penn Township has been providing fire protection and emergency services to the Town of Osceola due to the Town of Osceola ceasing to operate its fire department and being unable to respond to calls for services;

**WHEREAS**, Penn Township requires payment for such services and the Town of Osceola wishes to pay Penn Township for fire protection and emergency services provided on a temporary basis until April 30, 2017 pursuant to an Interim Interlocal Agreement with the Town of Osceola, attached hereto as Exhibit "A"; and

**WHEREAS**, Penn Township and the Town of Osceola are currently in negotiations for a long-term contract for fire protection and emergency services.

**NOW, THEREFORE, BE IT RESOLVED** that Penn Township, St. Joseph County, Indiana hereby approves the adoption of an Interim Interlocal Agreement with the Town of Osceola for Fire Protection and Emergency Services.

Adopted this day of 6<sup>th</sup> day of March, 2017.

PENN TOWNSHIP,  
ST. JOSEPH COUNTY, INDIANA

By:   
Kent Hizer, Board President

By:   
David Schmidt, Secretary

By: \_\_\_\_\_  
Matthew Lentsch, Member

Attest:

Doris J. Portolese, Trustee



## Interim Interlocal Agreement for Fire Protection and Emergency Services

This Interlocal Agreement for Fire Protection and Emergency Services ("Agreement") is made and entered into on this 6 day of MARCH, 2017, among the Town of Osceola (the "Town"), and Penn Township (the "Township").

WHEREAS, the Town no longer has a fire department of its own and does not intend to begin operating one in the future at this time;

WHEREAS, the Township has been providing fire protection and emergency services to the citizens of the Town;

WHEREAS, the Town and the Township are currently in negotiations for a long-term contract for fire protection and emergency services provision; and

WHEREAS, the Town wishes to pay to the Township for fire protection and emergency services provided on a temporary basis until April 30, 2017 as a good faith payment during the negotiations for a long-term fire protection and emergency services provision contract.

NOW THEREFORE, the Town and the Township agree as follows:

1. **Purpose of Inter-Local Agreement.** The purpose of this Agreement is to provide compensation for the temporary provision of fire protection and emergency services by the Township to the Town until April 30, 2017.
2. **Duration.** This Agreement will expire on April 30, 2017.
3. **Township Responsibilities.** The Township will be responsible for continuing to provide fire protection and emergency services to the citizens of the Town.
4. **Town Responsibilities.** The Town will pay to the Township Fifty Thousand Dollars (\$50,000.00) one time for the provision of fire protection and emergency services to the citizens of the Town.
5. **Ongoing Negotiations.** The Town and the Township will continue in negotiations for a longer term contract for the provision of fire protection and emergency services.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No alterations, modifications, or additions to this Agreement shall be binding unless reduced to writing and signed by the parties.
7. **Amendments.** The terms and conditions of this Agreement may not be modified or amended except by an instrument executed by each of the parties hereto. No oral modifications shall be enforceable.

8. **Effective Date.** This Interlocal Agreement is effective on the date stated in the first paragraph of this Agreement.

9. **Scope of Interlocal Agreement.** The parties agree that this Agreement shall only govern the provision of fire protection and emergency services until April 30, 2017, and shall not affect any longer-term contract for fire protection and emergency services that the parties may agree to during the duration of this Agreement for provision of such services after April 30, 2017.

10. **Authority.** Each party signing hereto states that they have authority to bind the party they are signing on behalf of this Agreement.

**Town of Osceola, Indiana**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Its: \_\_\_\_\_

**Penn Township, Indiana**

By: *Doris J. Portolese*  
Printed: DORIS J. PORTOLESE  
Its: TRUSTEE