

FIRE SERVICE PROTECTION AGREEMENT

This agreement, by and between THE COMMISSIONERS OF FIRE DISTRICT NO. 8 hereinafter referred to as COMMISSIONERS; and THE HOPELAWN ENGINE COMPANY NO. 1 hereinafter referred to as FIRE COMPANY will run from January 1, 2019 thru December 31, 2019.

WHEREAS, N.J.S.A. 40A:14-70.1(b) authorizes the Commissioners of a fire district to contract with a volunteer fire company or companies for the purpose of extinguishing fires, upon those terms and conditions as shall be deemed proper; and

WHEREAS, the Commissioners have negotiated agreement(s) with the fire company or companies within their jurisdiction upon terms that are fair and proper for the providing of fire protection services to the fire district; and

WHEREAS, the term FIRE COMPANY shall reflect either plural or singular as applicable to this particular agreement.

NOW THEREFORE, it is agreed, in consideration of the payment to be made as herein described and the exchange of mutual promises, as follows:

- (1) The Fire Company will extinguish fires within the fire district or within such other areas or territories as may be contracted for by the Commissioners, or pursuant to mutual aid agreements which have been approved by the Commissioners. For the purposes hereof, the term *extinguishing fires* shall be used in its broadest and most universal sense.
- (2) Nothing herein shall be construed to increase any liability on the part of the Fire Company to the public for errors or omissions in the performance of its duties hereunder, or pursuant to any other requirement.
- (3) The members of the Fire Company, in performing fire duty, shall be deemed to be exercising a governmental function.
- (4) The members of the Fire Company shall be under the supervision and control of the Commissioners, and the Fire Company may not take any action which is contrary to law or to the by-laws or official actions of the Commissioners.
- (5) The Fire Company shall perform such other duties, directly or indirectly related to the extinguishment of fires, as may be directed from time to time by the Commissioners.
- (6) The Fire Company may be contracted for such other duties, directly or indirectly related to the improvement of the premises, as may be directed from time to time by the Commissioners.

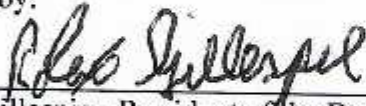
- (7) In addition to the payment to be made in accordance with the schedule by the Commissioners to the Fire Company pursuant to this agreement, the Commissioners shall provide worker=s compensation coverage for all volunteer firemen of the Fire Company and liability insurance coverage for the Fire Company. The Commissioners shall also provide insurance for apparatus, vehicles, equipment, and the firehouse or other structures owned by the Commissioners.
- (8) The Commissioners shall provide quarterly payments to the Fire Company in the amount of \$28,500 - January, \$28,500 - April, \$28,500 - July, and \$50,500 - October. These amounts total \$136,000 which cover the fire protection agreement, firehouse and apparatus cleaning, and snow removal. The Commissioners require submission of a voucher as a prerequisite to payment. Incomplete cleaning requirements will be pro-rated and deducted from the following years January payment to the Company. In the event that there is a required form, license copy or any mandated paper work from the Board that has not been turned back in and completed by any member, the Company will withhold his/her end of year compensation payment until all has been turned in as required.
- (9) Notwithstanding anything to the contrary herein contained, the Commissioners will exercise jurisdiction over the Fire Company in firematic matters only and will not interfere or seek to regulate the internal administration of the Fire Company.
- (10) The Commissioners will pay for refreshments required for weather related standby calls. In addition, the Commissioners will pay for refreshments during or after a fire call when warranted and ordered by the Incident Commander. This will also include refreshments for standby companies in Station 8 during an alarm.
- (11) The Commissioners may, but shall not be required to, provide life insurance for the members of the Fire Company. Any insurance, once in force, may not be terminated by the Commissioners without furnishing 30 days notice to the Fire Company.
- (12) The Fire Company will house, if applicable, any apparatus, vehicles or equipment furnished by the Commissioners in a safe and secure manner, will observe any rules or regulations promulgated by the Commissioners for the maintenance, storage and use of said apparatus, vehicles and equipment and shall utilize same only in accordance with procedures established by the Commissioners and to effectuate the purpose of this agreement.
- (13) This agreement is contingent upon adequate funding being provided in the annual budget and by appropriation of the Commissioners.
- (14) Unless either party furnishes 60 days notice of non renewal of this agreement

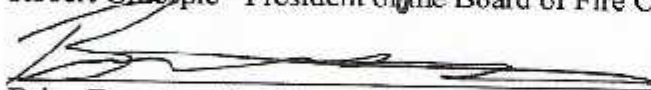
prior to its expiration, this agreement shall continue on a quarterly basis following the expiration date herein, provided same shall be subject to termination by either party upon 30 days notice.

- (15) If any article, section, paragraph, sentence, or clause of this agreement is determined to be invalid, same shall be deemed severable and the remainder of the agreement shall survive unless such invalidated language is material to the purposes and intentions of the parties (in severability clause).
- (16) The annual amount of \$136,000 is broken down as follows;
1. \$136,000 Base contract price for providing fire service protection in accordance with the agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused their corporate presents to be affixed on the date and year first written above.

Attested by:


Robert Gillespie - President of the Board of Fire Commissioners of Fire District No. 8


Brian Turcotte - President of the Hopelawn Engine Company No. 1