

2016-26

Agreement

This Agreement is made on the 1st day of January, 2017, by and between **THE COMMISSIONERS OF FIRE DISTRICT NO. 3**, In the Township of Lower, County of Cape May, State of New Jersey, located at 415 Breakwater Road, PO Box 162, Rio Grande, New Jersey, 08242, hereinafter referred to as Commissioners; and the **ERMA VOLUNTEER FIRE COMPANY, INC.** located at 415 Breakwater Road, Erma New Jersey 08204, hereinafter referred to as FIRE COMPANY.

WHEREAS, NJSA 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 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 with in 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 purpose 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 or non-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, when providing service pursuant to this Agreement.
4. The Fire Company shall be under the supervision of The Commissioners. Notwithstanding anything to the contrary herein contained, the Commissioners will exercise jurisdiction over the Fire Company according to NJ Statute 40A:14-68 and 40A: 14-81 and will not interfere or seek to regulate the internal administration of The Fire Company. The Fire Company may not take any action which is contrary to law or official actions the Commissioners, when the Fire Company is providing service pursuant to this Agreement.


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 Commissioners shall provide workers compensation insurance coverage for all volunteer firefighters of the Fire Company and liability coverage for the Fire Company and its apparatus vehicles and equipment for limits of not less than \$1,000,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person or persons for not less than \$1,000,000.00.
7. The Commissioners shall provide payment to the Fire Company for providing firefighting services in the amount of \$35,000.00. This payment shall be made in four equal installments, upon receipt by the Commissioners of the quarterly payments from the Chief Financial Officer of the Township of Lower. The Commissioners will require submission of a voucher as a prerequisite to payment.
8. Upon the annual renewal of the agreement, the Fire Company shall submit a full audit performed by a Certified Public Accountant. Any changes monetary or otherwise will be brought to the Commissioners on or before October 1st prior to the budget year.
9. This agreement is contingent upon adequate funding being provided by the annual budget and by appropriation of the Commissioners.
10. The term of this agreement shall be from the date of full execution of this Agreement to December 31, 2017
11. Unless either party furnishes (60) day notice of non renewal of this agreement prior to its expiration, this Agreement shall continue on a month to month basis following the expiration date herein, provided same shall be subject to termination by either party upon (60) days notice.
12. The Fire Chief or Assistant Fire Chief of the Fire Company shall meet with the Commissioners at their monthly meeting. The Fire Chief shall provide quarterly reports of apparatus and equipment inspections, fuel consumption, fires and drills, and updated membership rosters.
13. The Fire Company shall be responsible for the cleaning and general maintenance of the firehouse. The Fire Company will obtain written consent and approval of the Fire District prior to any and all repairs or alterations to the firehouse made by outside contractors. Any cost incurred for maintenance and or repairs will be borne by the Commissioners.
14. The Fire Company may not at any time utilize, take part, perform or rent the firehouse facilities for any function that is contrary to law.
15. The Commissioners shall also make available the amount of up to \$19,000.00 for the year 2017 to support the Fire Company's program to provide a stipend to the members

of the Fire Company. This program is intended to increase the participation of Fire Company Members at Drills and Alarms. This amount and program will be reviewed yearly to determine its effectiveness. The Commission reserves the right to terminate the funding for the program if it does not have the desired effect.


16. 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 purpose and intentions of the parties.
17. Payment for training will be provided by The Commissioners out of the budget item for that purpose. In order to receive payment for training the following must take place. The Fire Company through their representative must make such request. Upon completion of training, proof must be provided to The Commissioners. If training is paid for and not attended or completed it is the Fire Company's responsibility to seek reimbursement from its member. If this is the case that amount will be deducted from the quarterly payment from The Commissioners to the Fire Company. It should be understood that any training paid by The Commissioners be relevant to the members service to the Fire Company and that said training be put to practice in their service to Fire District #3.

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


ATTESTED BY:


Steven Douglass, Secretary


THE COMMISSIONERS OF FIRE DISTRICT 3
TOWNSHIP OF LOWER
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

By: 
Jeffrey Van Mourik, Chairman

ATTESTED BY:


Jeremy Patterson, Secretary

ERMA VOL. FIRE COMPANY
TOWNSHIP OF LOWER
COUNTY OF CAPE MAY
STATE OF NEW JERSEY

By: 
Kelly Muller, Vice President