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AGREEMENT FOR FIRE PROTECTIONS SERVICES BETWEEN THE COMMISSIONERS OF FIRE DISTRICT NO. 3 IN THE TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET AND EAST FRANKLIN VOLUNTEER FIRE DEPARTMENT

WHEREAS, N.J.S. 40A:14-68 authorizes the governing body of a municipality to contract with volunteer fire companies within the municipality for the purpose of extinguishing fires, upon such terms and conditions as shall be deemed proper; and

WHEREAS, N.J.S. 40A: 14-81 provides the Commissioners of a fire district with the same powers, duties, and functions within the fire district and to the same extent as municipalities relating to the prevention and extinguishment of fire and the regulation of fire hazards; and

WHEREAS, the Commissioners of Fire District No. 3 in the Township of Franklin, County of Somerset, has negotiated an agreement with the fire companies within its jurisdiction upon terms that are fair and proper for the provision of the fire protection services to the fire district;

It is on the 1st day of April, 2023 between the Commissioners of Fire District No. 3 in the Township of Franklin, County of Somerset (herein after called Commissioners) and East Franklin Vol. Fire Department (herein after called Fire Company), and in consideration of the payment to be made as hereinafter described and the exchange of mutual promises, represented and agreed as follows:

1. Fire Company will extinguish fires or perform other emergency actions with the fire district or in such other areas or territories as may be authorized by Commissioners or as may be required by mutual aid agreements or as may be requested by other agencies. For purposes hereof, the term "extinguishing fires" shall be used in the broadest and most universal sense.
2. Nothing herein shall be construed to increase any liability on part of Fire Company to the public for errors or omissions in the performance or nonperformance of its duties hereunder or pursuant to any other requirement.
3. The members of Fire Company, in performing fire duty, shall be deemed to be exercising a government function.
4. Fire Company may not take any action, which is contrary to law or to the bylaws or policies of the Commissioners. Fire Companies shall also be bound by the bylaws and policies adopted by Commissioners that were adopted and in full force on the effective date on this contract. With respect to bylaws and policies that are proposed after the effective date on this contract, or with respect to proposed change to bylaws and policies in effect on the effective date of this contract, Fire Company shall be given at least 60 days' notice of any proposed changes of the bylaws and policies of Commissioners, and said Fire Company shall be given an opportunity to comment or object to such bylaw, bylaw change, policy, or policy change, at the meeting at which the bylaw, bylaw change, policy, or policy change is adopted. Notwithstanding the preceding, Fire Company shall

- be bound to any policies or bylaws enacted at anytime, so long as Commissioners and Fire Company agree it is in the best interests of both parties.
5. Fire Company shall perform such other duties, directly or indirectly related to the extinguishment of fires.
 6. In addition to the payment to be made annually by Commissioners to the Fire Company pursuant thereto, Commissioners shall provide workers compensation insurance coverage for all approved firefighters of the Fire Company and liability coverage for its apparatus, vehicles, and equipment. Copies of all liability and workers compensation insurance policies, upon request, shall be furnished to Fire Company. Fire Company shall permit no person to perform fire related duties or activities if not approved or included within workers compensation coverage provided by Commissioners.
 7. Commissioners shall reimburse firefighters for any losses incurred while engaged in fire related duties, subject to reasonable proof of the value of such losses, in accordance with procedures to be established by Commissioners.
 8. Commissioners shall pay Fire Company \$95,532.00 in semiannual installments of \$47,766.00 on the first day of June and December for the services provided herein. Notwithstanding the foregoing, Commissioners may defer any scheduled payment commensurate with and only with delay in the Commissioners' receipt of tax revenues from the Township. Additionally, it is expressly understood by the parties that this contract must be returned to the Board of Fire Commissioners no later than April 1, 2023.
 9. The payment to be made hereunder is dependent upon Fire Company maintaining a firefighting corps and available manpower response during all hours of the day and complying completely herewith.
 10. Commissioners will not interfere or seek to regulate the internal administration of the Fire Company or the control of the fire chief at the fire scene, in accordance with law.
 11. Commissioners may, but not be required to, provide life and health insurance for the members of Fire Company, but not in excess of statutory limit, and Commissioners may not terminate any insurance, once in force, during the term of this contract.
 12. Fire Company will house apparatus, vehicles, or equipment furnished by Commissioners in a safe and secure manner and will observe any reasonable rules and regulations promulgated by Commissioners for maintenance of same. Fire Company will follow and adhere to any regulations and procedures regarding the use and operation of said apparatus, vehicles, or equipment agreed upon between the parties. The Fire Chief or his designated officer in his absence shall determine the manner and place of storing said apparatus, vehicles, and equipment. The Fire Company shall adhere to all provisions relating to fire apparatus, fire engine, and/or other emergency vehicles leaving the fire district, which is in effect at the time of the signing of this agreement.
 13. This contract is contingent upon adequate funding being provided in the annual budget and by appropriations of Commissioner.
 14. At the expiration of this Agreement, in the absence of a new or replacement Agreement, the parties may continue this Agreement upon the same terms and