

**AGREEMENT FOR FIRE PROTECTIONS SERVICES BETWEEN
THE COMMISSIONERS OF FIRE DISTRICT NO. 3 IN THE
TOWNSHIP OF FRANKLIN, COUNTY OF SOMERSET AND
EAST FRANKLIN TOWNSHIP 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, presented an agreement to the fire companies residing 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 ____ day of March, 2024 between the Commissioners of Fire District No. 3 in the Township of Franklin, County of Somerset (herein after called Commissioners) and East Franklin Township Volunteer 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 and perform other emergency actions within the fire district and 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 or are adopted and in full force before and during the effective dates on this contract. With respect to bylaws and polices impacting fire services that are proposed after the effective date on this contract, Fire Company shall be given at least thirty 30 days’ notice of any proposed changes of the bylaws and policies of Commissioners, and said

Fire Company shall be given an opportunity to comment upon such bylaw, bylaw change, policy, or policy change, at the meeting at which the bylaw, bylaw change, policy, or policy change is adopted. The Commissioners shall consider the comments of the Fire Company, and, when the Commissioners determine that the comments will benefit the District, may incorporate the same into the by-laws or policies. Fire Company shall be bound to any policies or bylaws enacted at anytime, so long as Commissioners properly adopt the policy or bylaw.

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 not permit a person to perform fire related duties or activities if not approved or included within workers compensation coverage provided by Commissioners.
7. Commissioners shall pay Fire Company \$100,532.00 in semiannual installments of \$50,266.00 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, 2024. In the event that the Fire Company fails to enter this Agreement or seeks to terminate this Agreement before its termination date, the funds committed by the Commissioners to the Fire Company shall be prorated and all apparatus and equipment shall be immediately returned to the District office.
8. The payment to be made hereunder is further dependent upon Fire Company maintaining a firefighting corps and available work force response during all hours of the day and complying completely herewith.
9. 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.
10. 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.