

FIRE PROTECTION AGREEMENT

THIS AGREEMENT dated this 20th day of Sept. 2016 by and between the Freehold Township Board of Fire Commissioners, Fire District No. 2, County of Monmouth and State of New Jersey hereinafter referred to as the "Board," and the East Freehold Fire Company, hereinafter referred to as the "Company."

WITNESSETH:

WHEREAS; the Board of Fire Commissioners, is a duly constituted public agency organized pursuant to the provisions of N.J.S.A. 40A:14-70 et. seq.; and

WHEREAS; N.J.S.A. 40A:14-70.1.b. authorizes the Board of Fire Commissioners to contract with the volunteer fire company for the purpose of providing fire protection services upon such terms and conditions as shall be deemed proper; and

WHEREAS; the Company is a duly constituted nonprofit corporation organized pursuant to the laws of the State of New Jersey for the purpose of providing fire suppression/fire protection services; and

WHEREAS; the parties hereto desire to enter into a contract to define the rights, duties and responsibilities of each regarding the furnishing of fire protection services to the residents of the fire district.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **TERM:** This Agreement shall have a 5 year duration commencing on October 1, 2016 and terminating, unless otherwise renewed and extended on September 30, 2021.

2. **DUTIES:** The Company covenants and agrees to provide fire protection/fire suppression services to all persons and property situate within the

borders of Fire District No. 2 Freehold Township, Monmouth County, New Jersey and to provide said services seven days per week, 24 hours per day, in accordance with any and all applicable rules, regulations, standards and laws of the State of New Jersey and any administrative agency having the necessary and proper jurisdiction to prescribe rules and regulations regarding the conduct of firefighting services. The Company shall operate and utilize any and all equipment and apparatus supplied by the Board for the purposes of fire suppression in accordance with such rules and regulations as may be adopted by the Board. The Company shall provide such personnel as may be available for the purposes specified herein. The members of the Company shall be under the supervision and control of the Board and in performing fire duty shall be deemed to be exercising a governmental function; however, the appointment or election of the chief of the volunteer fire company shall remain the prerogative of the membership of the fire company as set forth in the company's certificate of incorporation or bylaws.

3. **CONSIDERATION:** The Board shall pay the Company, as and for consideration for the promises and covenants contained herein the sum of \$62,500.00 per year. All payments hereunder shall be rendered in four equal installments and shall be due and payable in January, April, July and October of each year covered by the terms of this Agreement.

4. **MAINTENANCE AND REPAIR:** The Commissioners shall be responsible for the payment of all costs for the maintenance and repair of all fire fighting equipment and apparatus in accordance with the budget adopted by the Board of Fire Commissioners at the annual referendum.

5. **INSURANCE:** The Commissioners shall provide, at no cost or expense to the individual members of the volunteer fire company, such insurance as may be

legally required, including but not limited to comprehensive liability, workers compensation and life insurance.

6. ANNUAL ACCOUNTING: The Company shall provide an annual accounting of all public moneys received and expenditures made by it to the Board.

7. SAVINGS CLAUSE: The terms and provisions of this Agreement are subject to such limitations as may be imposed upon either of the parties by statute or ordinance. Should any provisions of this Agreement be ruled invalid by a court of competent jurisdiction, such ruling, shall not affect the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives on this 3rd day of August, 20 16

Freehold Twp. Board of Fire Commissioners, District No. 2

[Signature] 8/20/16
Chairman

Attest: [Signature], Clerk

East Freehold Fire Co.
[Signature] 8/3/16
President

Attest: [Signature], Secretary 8/3/16