

FIRE PROTECTION AGREEMENT

THIS AGREEMENT dated this 25 day of JULY, 2017 by and between the **Board of Fire Commissioners, Fire District No.1, Freehold Township**, County of Monmouth and State of New Jersey hereinafter referred to as the "Board", and the **Freehold Township Independent Fire Company No.1**, 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 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 **TWO (2) year** duration commencing on March 1, 2017 and terminating, unless otherwise renewed and extended on February 28, 2019.

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.1 Freehold Township Monmouth County, New Jersey and to provide said fire 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.

3. **BUILDING USE**: The Company does hereby specifically grant to the Commissioners the right to use its firehouse facilities for holding meetings, both public and executive sessions, and to use the building as a polling place for such elections as may be required to be held within the District, subject only to the requirement that the Commissioners notify the Company in advance of their intention to use the building for such purposes and also subject to the requirement that such use will not interfere with normal operations of the fire company. The Company hereby leases to the Board the equipment bays and office space for the purpose of equipment and apparatus storage and the conduct of Fire District business activities.

4. **CONSIDERATION**: The Board shall pay the Company, as and for consideration for the promises and covenants contained herein the sum of **EIGHTY SIX THOUSAND DOLLARS (\$86,000.00)** for the year 2017. In contract year 2018 the Board shall pay the sum of **ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000.00)**. 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.

5. **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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives on the date indicated below:

Freehold Twp. Fire District No.1



CHAIRMAN, BRD. F. COMM. F.D. #1

DATED:

7/25/17



CLERK

Freehold Twp. Independent Fire Co. No.1



PRESIDENT, INDEPENDENT F. CO. #1

DATED:



SECRETARY