

**FIRE PROTECTION AGREEMENT**

**BOARD OF FIRE COMMISSIONERS FIRE DISTRICT NO.3  
JACKSON TOWNSHIP AND THE JACKSON VOLUNTEER  
FIRE COMPANY NO.1**

THIS AGREEMENT dated this 21 day of APRIL, 2014 by and between the Board of Fire Commissioners, Fire District No.3 , Jackson Township, Ocean County, State of New Jersey hereinafter designated as the "Board", and the Jackson Volunteer Fire Company No.1 hereinafter designated as the "Company".

**WITNESSETH:**

**WHEREAS;** the Board is a duly constituted public agency of the State of New Jersey 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 to contract with the 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 of the State of New Jersey organized pursuant to the provisions of N.J.S.A. 15A:1-1 et. seq. for the purpose of providing fire suppression/fire protection services to the citizens and property located within Jackson Township; 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 Jackson Township Fire District No.3.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN IT IS HEREBY AGREED AS FOLLOWS:**

1. **TERM:** This Agreement shall have a **Three (3) Year** duration commencing on **January 1, 2014** and terminating, unless otherwise renewed and extended, on **December, 31, 2016.**

2. **DUTIES:** The Company covenants and agrees to provide fire protection/fire suppression services to all persons and property situate within the boundaries of Fire District No.3 Jackson Township, Ocean 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 fire fighting services and activities. 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 operate under the supervision and control of the Board and in performing fire duty, shall be deemed to be exercising a governmental function.

3. **APPROVAL OF PROSPECTIVE FIREFIGHTERS:** All persons seeking membership in the Company shall be subject to criminal background checks and comprehensive medical examinations which shall be paid for by the Board and shall be conducted in accordance with standards established by the Board. No person may be accepted for membership in the Company without the review and approval of the Board, which approval shall not be unreasonably withheld.

4. **BUILDING USE:** The Company does hereby grant to the Board the right to use the premises, building and grounds located at 113 North New Prospect Road Jackson Township for the storage and maintenance of fire apparatus and equipment and the conduct of public meetings as may be required and necessary. The Board's use of the subject premises shall be subject only to the requirement that the Board shall notify the

Company, in advance, of its 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 Company.

5. **CONSIDERATION**: The Board shall pay the Company, as and for consideration for the year **2014, ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED FIFTY FIVE DOLLARS (\$118,855.00); ONE HUNDRED TWENTY THOUSAND FORTY THREE DOLLARS (\$120,043.00)** for the year **2015; ONE HUNDRED TWENTY TWO THOUSAND FORTY THREE DOLLARS (\$122,043.00)** for the year **2016**. Said consideration shall be payable in four equal quarterly installments per annum commencing on April 15, 2014 and continuing on or about the fifteenth (15th) day of June, October, January each year thereafter for the duration of this contract. All moneys paid pursuant to the terms of this Agreement shall be used for the usual and customary expenses incidental to the operations of a volunteer fire company and may not be used in any manner that could be construed as individual compensation or personal gain.

6. **MAINTENANCE AND REPAIR**: The Board shall be responsible for the payment of all costs for the maintenance and repair of all firefighting equipment and apparatus supplied by it to the Company in accordance with the budget adopted by the Board of Fire Commissioners at the annual referendum.

7. **INSURANCE**: The Board 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 workers compensation and life insurance. The Board shall also provide and keep in full force for the benefit of the Company, public liability insurance, insuring the Company against any and all liability or claims arising out of, occasioned by or resulting from any accident or otherwise in or about the buildings and premises described above and any accident or damage arising out of the performance of fire fighting responsibilities. The limits of said policy shall be not less than \$1,000,000.00 for injuries to one person and \$2,000,000.00 for injuries to more than one person, in any

one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$1,000,000.00. The Board shall also provide general hazard and fire insurance for the above described premises in an amount not less than \$1,000,000.00 naming the Company as an additional insured. The Board shall also establish and maintain for the benefit of the members of the Company, a Length of Service Awards Program (LOSAP) in accordance with the provisions of New Jersey law. Said program shall be funded entirely by the Board.

8. **ANNUAL ACCOUNTING:** The Company shall provide to the Board an annual accounting of all public moneys received and expended by it.

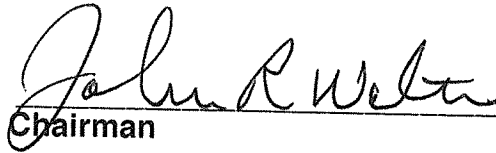
9. **AGREEMENT SUBJECT TO MUNICIPAL PAYMENTS:** In the event the District's budget in any given year is not approved by the electorate and is reduced by the Governing body of the Township of Jackson or the Township does not make the quarterly payment of tax revenues required by statute, payments due the Company may be suspended and tolled without penalty, until the budget is fixed by the Township Committee as required by statute.


10. **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 provision of this Agreement be ruled invalid by a court of competent jurisdiction, such ruling, shall not affect the remaining provisions of this Agreement.

11. **CONTRACT MODIFICATIONS:** Should the Board determine that amendments to the terms and provisions of this Fire Protection Agreement are necessary and desirable, or should it wish to alter the existing arrangements for the delivery of fire protections/fire suppression services within the District, the Board shall provide written notice to the Company specifying the intended modifications and/or amendments. Said notice shall be provided thirty (30) days in advance of the proposed Board action.


IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers and representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.


**FIRE DISTRICT NO.3 JACKSON TWP.**

  
Chairman

  
Clerk

**JACKSON TOWNSHIP VOLUNTEER  
FIRE COMPANY NO.1**

  
President

  
Secretary