

FIRE PROTECTION CONTRACT

THIS AGREEMENT, made the _____ day of December 2020, by and between the **TOWN OF JOHNSBURG**, a municipal corporation situated in the County of Warren, State of New York (hereinafter "Town"), and **RIVERSIDE VOLUNTEER FIRE COMPANY, INC.**, a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in the Town of Johnsburg, New York (hereinafter "Fire Department").

WITNESSETH:

WHEREAS, the Town of Johnsburg is in need of fire protection; and

WHEREAS, Town has within it a fire protection district known as the "Johnsburg Fire Protection District";

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the Town of Johnsburg; and

WHEREAS, the Fire Department maintains adequate and suitable vehicles, apparatus and equipment for the furnishing of fire protection in said fire protection district of the Town; and

WHEREAS a public hearing has been held by the Town Board in accordance with Town Law 184 (2); and

WHEREAS, the Town has thereafter authorized the execution of this Contract pursuant to Town Law 184;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF FIRE PROTECTION AND RESCUE SERVICES

- A. Fire Department will provide Town with fire protection within the Town of Johnsburg's Fire Protection District. "Fire protection" shall include firefighting and those other services, which are consistent with the Mission Statement of the Fire Department. Fire Protection shall not include the provision of general ambulance services. The Fire Department's Mission Statement shall be submitted to the Town and shall not be amended without thirty (30) days' notice to the town.
- B. Fire Department shall maintain adequate and suitable apparatus and equipment for the furnishing of fire protection of said fire protection district on a "one call at a time" basis.
- C. Fire Department shall participate in the mutual aid program of the town and county.

2. TERM

The term of this Agreement shall commence on January 1, 2021 and shall continue until December 31, 2021 unless sooner terminated as herein provided.

This Agreement shall continue in effect after the date of expiration and in the event that no new contract has been executed during the terms of a good faith negotiation such that the town will not be left without fire protection during an extended negotiation.

3. COMPENSATION

Town agrees to pay Fire Department those amounts as provided in **Schedule A**, payable no earlier than April 1, and no later than the 15th day of June in each year pursuant to the terms of this Contract.

4. LIMITED VOLUNTEERS AND EQUIPMENT

Town recognizes that Fire Department is staffed by volunteers and that Fire Department can only make reasonable efforts to recruit and retain volunteers and to get volunteers to respond to emergencies.

5. VFBL BENEFITS AND OTHER INSURANCE

Town shall arrange for VFBL benefits, pursuant to Section 30 of the Volunteer Firefighters' Benefit Law (VFBL).

Department shall at all times maintain in force on and in respect to vehicles and equipment owned by it, or subject to its control or use, while acting within the scope of its duty as a fire department, an underlying public liability insurance policy for injury to persons and property, including wrongful death, with a combined single limit of at least \$1,000,000.00 representing both property damage and bodily injury coverage, said policy to insure the Town of Johnsbury as an additional insured against any loss by reason of personal injury, including wrongful death, or property damage caused or contributed to be the negligent operation of said vehicles and/or equipment in connection with the Department's duties.

All liability insurance policies shall be obtained and maintained through "A" rated or better insurance companies licensed to do business within the State of New York.

Department shall furnish proof of such insurance at any time it is requested. Department shall ensure that the insurance company shall add Town as an additional party to be notified in the case of any lapse, cancellation or termination of insurance.

6. TAX COLLECTION AND BILLING

All monies to be paid by the Town under any provision of this Agreement shall be a charge upon said Fire Protection District, to be assessed and levied upon the taxable property in said District and collected within the Town taxes. Fire Department shall not bill any person for any fire protection services.

7. ACCOUNTING OF FIRE PROTECTION EXPENDITURES.

The Fire Department shall make available for inspection to the Town its Form 990 or 990N filed with the Internal Revenue Service within 180 days of filing. Additionally, Fire Department shall maintain an accounting of the expenditures of the Town Contract Funds and provide such an accounting to the Town within 180 days of the end of the calendar year.

8. GROUNDS FOR TERMINATION

Town may terminate this Agreement or suspend the performance of this Agreement upon the Fire Department's willful refusal to respond to emergencies on more than one occasion.

It shall be grounds to terminate the Agreement if the fire company is unable to respond to forty (40%) percent of the first received emergencies (as opposed to a second call) over a three-month continual period. The fire department shall not be penalized in any way under this Agreement if it cannot gain access to a property or roadway for any condition beyond their control.

Fire Department may terminate this Agreement upon the Town's failure to deliver the monies due Fire Department under this Agreement by the date due, so long as Fire Department first provides Town with a written notice of default. Should the contract fee due not be paid within fifteen (15) days thereafter, Fire Department may provide Town with written notice of the date it will cease providing services.

9. COOPERATION

Fire Department shall work with the other fire departments within the fire protection district to cooperatively provide fire protection. The responses to emergencies within the fire protection district shall not be deemed mutual aid, and the Fire Department shall have no liability under the General Municipal Law for requesting the assistance of other fire departments also contracted to provide fire protection within the district.

10. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their municipal buildings, to the attention of the Mayor and Supervisor, respectively.

11. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

12. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall; it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

13. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

14. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

15. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

16. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Warren in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

18. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Fire Department is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of Town. Any such assignment or disposition without such consent shall be void and unenforceable.

19. ENTIRE AGREEMENT

This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Town of Johnsburg

Riverside Volunteer Fire Company

By: _____
Andrea Hogan, Supervisor

By: _____
, Chief

SCHEDULE A

YEAR	ANNUAL AMOUNT	DATE PAYABLE
2021	\$50,000	June 15, 2021