

Fire Protection Agreement

This Agreement, effective as of the 1st day of January 2022 between the Town of New Lisbon, Otsego County, New York State ("Town"), acting through the Town of New Lisbon Town Board, and the Garrattsville Fire Company, Inc., New Lisbon, New York ("GFC")

Witnesseth that:

Whereas, following a public hearing duly called and held in the Town of New Lisbon, the Town duly authorized a contract between the Town and the GFC for fire protection and emergency medical services upon the terms and conditions set forth below, and

Whereas the Town desires to enter into such contract with the GFC, the GFC desires to enter into such contract with the Town, and this contract has been duly authorized by the respective officials of the GFC and of the Town,

Now, therefore, the Town and the GFC agree to the following terms and conditions for the provision by the GFC of fire protection and emergency medical services to the Town.

1. The GFC will at all times during the period of this agreement be subject to call for the attendance upon any fire occurring in the Town, and when notified by any person of such fire, the GFC will use best efforts to respond to and attend upon said fire without delay, using the ladders, pumping hose and all such other appropriate apparatus of the GFC. Upon arriving at such fire, the firefighters of the GFC attending will proceed diligently and in every way reasonably possible to extinguish the fire and to save lives and property in connection therewith. The GFC will also be subject to call for other accidents, calamities, and emergencies typically associated with fire protection services including, without limitation, motor vehicle accidents.
2. The emergency medical services squad of the GFC will at all times during the period of this agreement be subject to call for attendance upon any medical emergency occurring in the Town and, when notified by any person of a need for emergency medical services, the squad will use best efforts to respond and to attend upon said emergency without delay, using the ambulance and all such other appropriate apparatus of the GFC. Upon arriving at such emergency, the members of the squad attending will proceed diligently and in every way reasonably possible to protect the health and to save the lives of persons in need of emergency medical services.
3. (a) In consideration of the furnishing of such fire protection and emergency medical services and the use of appropriate apparatus of the GFC, the Town will pay to the GFC the amount of:

One hundred twenty seven thousand dollars (\$127,000.00) on or before April 1, 2022;
One hundred twenty eight thousand two hundred seventy dollars (\$128,270) on or before April 1, 2023.

(b) In addition, the Town will pay to the GFC the amount of two thousand five hundred dollars (\$2,500.00) on or before April 1, 2021. This amount will be used by the GFC to fund a volunteer recognition program that will monetarily reward members of the emergency medical services squad, individually, based on the number of 911 calls to which each member responds in 2022 and that will be designed by the GFC to provide financial incentive to members to respond to such calls. Before the end of 2022, the Town and the GFC will discuss the program and, if the parties mutually agree to continue the program or a similar program in 2023, then the Town will pay to the GFC the amount of two thousand five hundred dollars (\$2,500.00), or such other amount as the parties may agree upon, on or before 2023 to extend the program through 2023. To the extent that amounts paid by the Town to GFC under this subsection are not awarded to emergency medical services squad members, the unused amounts will be credited to amounts payable by the Town to the GFC in the following calendar year.

4. (a) The GFC agrees at all times to maintain its vehicles and other apparatus in such manner and to have sufficient capable personnel so that it will be able to properly carry out its obligations hereunder. The GFC will ensure that its vehicles and other apparatus meet at least the minimum requirements of applicable law and regulation and that its firefighters and emergency medical services squad members meet the requirements, and receive the training certifications required by law or regulation, for the performance of their assigned duties.

(b) The GFC agrees to participate in the Otsego County Fire Mutual Aid Plan in accordance with the terms thereof.

5. (a) Prior to conducting any meeting of the Town Board at which questions or concerns about compliance with this agreement will be discussed and considered by the board, the town will give the GFC at least three days written notice, which notice will include a description of the questions or concerns proposed for discussion at such meeting. At such meeting, the GFC will be given the opportunity to address such questions or concerns, or any others that may arise during the discussion, separate from the usual "privilege of the floor" session(s).

(b) Thereafter, at the request of the Town Board, the GFC will make its books and records available to the Town for the purpose of confirming that the monies paid to the GFC by the Town under this agreement were used for the provision of fire protection and emergency medical services to the residents of the Town. Nothing in this

Agreement will require the GFC to account to the Town for its non-Town funds, including funds obtained through fundraising or other sources.

6. The GFC will provide to the Town a copy of its IRS Form 990 for the previous year within thirty (30) days of submission thereof to the Internal Revenue Service.

7. The GFC will assume all risk of loss or damage which may be sustained to the fire protection or emergency medical services vehicles or other apparatus in responding to, attending upon, or returning from a call for assistance within the Town and the GFC will pay the amount of any and all special expenses incurred in the operation of such vehicles or other apparatus, together with the costs of any and all consumables or other materials used by the GFC or any member thereof.

8. All monies paid under any provisions of the agreement will be a charge upon the Town to be assessed and levied upon the taxable property in the Town and collected with and in the same manner as the Town real property taxes.

9. The Town grants the GFC the exclusive right to use, to possess, and to occupy the premises known as the "Upper Firehouse", for the term of this agreement. In exchange for said exclusive right, the GFC will pay to the Town the amount of one hundred fifty dollars (\$150.00). The Town will bear the costs for the reasonable use of the telephone in the Upper Firehouse; the GFC will bear the costs of heating and electricity. The GFC will be responsible for the maintenance and repairs to the Upper Firehouse except that the Town will contribute up to one thousand five hundred dollars (\$1,500.00) towards the costs of such maintenance and repair.

10. The GFC will defend, indemnify, and hold harmless the Town and its employees, agents, and representatives from and against any and all liability, loss, damage, claim, or action (including attorneys' fees) for bodily injury or property damage, to the extent permitted by law, arising out of or in connection with the performance of fire protection or emergency medical services hereunder or other activities of the GFC or its members, agents, or representatives.

11. The GFC will carry a general liability policy with coverages approved by the Town and having the Town named as an additional insured. The GFC will provide to the Town a certificate from its insurance carrier showing the Town as an additional insured.

12. The Town and the GFC shall comply with all applicable laws and regulations pertaining to the provision of fire protection and emergency medical services in a fire protection district pursuant to a contract between a town and a fire company. To the extent that any provision of this agreement is in conflict with such laws or regulations, this agreement will be superseded thereby.

13. Unless earlier terminated as provided hereinbelow, this agreement will expire upon the effective date of the next Fire Protection Agreement or at midnight on January 31, 2024, which ever comes first.

14. Either party may terminate this agreement in the event of a material breach by the other party. Such termination will take effect thirty days following receipt of written notice thereof unless such breach is cured within thirty (30) days of receipt of such written notice.

15. In the event of termination for material breach, all rights and obligations of either party under this agreement will terminate except that paragraphs 5, 6, 7, 9, and 14 will survive any such termination. In addition, the Town's obligation to pay the amount specified in Section 3(a) will be reduced *pro rata* and the GFC will return to the Town the difference between such *pro rata* amount and the amount actually paid.

16. If any provision of this agreement is determined to be legally invalid, inoperative, or unenforceable, only that particular provision shall be affected and all other provisions will remain in full force and effect.

17. This Agreement is the entire agreement between the parties with respect to the provision of fire protection and emergency medical services to the Town and may not be amended except by a writing signed by both parties. This agreement supersedes all prior agreements, written or oral, between the parties with respect to the provision of fire protection and emergency medical services to the Town.

In Witness whereof, the parties hereto have duly executed and delivered this Agreement.

The Town of New Lisbon

Garrattsville Fire Company, Inc.

By: _____

By: _____

Name: Edward T. Lentz

Name:

Title: Town Supervisor

Title:

Date:

Date: