

AGREEMENT

[An Agreement for the providing of first aid and rescue services between the Commissioners of Fire District #3 in the Township of South Brunswick, County of Middlesex,, State of New Jersey and The Kingston First Aid and Rescue Squad, Inc., Township of South Brunswick, County of Middlesex, State of New Jersey.]

THIS AGREEMENT is made by and between **THE COMMISSIONERS OF FIRE DISTRICT #3** in the TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY, (hereinafter called Commissioners) and **THE KINGSTON FIRST AID AND RESCUE SQUAD, INC.** in the TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY (hereinafter called First Aid Squad).

WITNESSETH: In consideration of the exchange of mutual promises and the payments to be made hereunder, the parties represent and agree as follows:

1. First Aid Squad shall provide lifesaving, training, first aid and rescue services to any and all members of any Fire Company acting under the control of Commissioners. All training and educational services shall be provided at the First Aid Squad building or at a place convenient to First Aid Squad and any materials required in connection therewith shall be provided directly or the cost of same shall be reimbursed by Commissioners. First Aid Squad shall respond to any dispatched emergency request within a reasonable period of time, such time not to exceed fifteen (15) minutes. Further, First Aid Squad shall take direction from and be answerable to any officer of said Fire Company while responding to or on the scene of a Fire Company call within the jurisdiction of Commissioners.
2. Nothing herein shall be construed to increase any liability on the part of the First Aid Squad to the public for errors or omissions in the performance or non-performance of its duties hereunder or pursuant to any other requirement.
3. Commissioners shall pay First Aid Squad the sum of Three Thousand And 00/100 Dollars (\$3,000.00) for the period January 1, 2013 through December 31, 2013. Said payment shall be made in two installments, the first being on or before July 1, 2013 and the second being made on or before December 31, 2013. Commissioners shall require a properly executed voucher to be completed by First Aid Squad's officers as a prerequisite for payment.
4. This Agreement is contingent upon adequate funding being provided in the annual budget of the Fire District under which the Commissioners operate and upon timely appropriation and remittance from the Township of South Brunswick to the Commissioners'
5. This Agreement is for a term of one year from April 1, 2013 through March 31, 2014. Unless either party furnishes written notice to the other of non-renewal of this Agreement prior to its expiration, this Agreement shall continue in force for a period of up to 60 days as a transitional agreement.
6. This Agreement and all matters or issues collateral thereto shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to agreements made to be performed wholly within such State.
7. Should the parties not be able to reasonably settle a dispute arising out of or relating to this Agreement same shall be settled by arbitration in Middlesex County, New Jersey in accordance with the rules of the American Arbitration Association then in effect.
8. If any article, section, paragraph, sentence or clause of this Agreement is determined to be invalid, same shall be deemed severable and the remainder of the Agreement shall survive unless such invalidated language is material to the purposes and intentions of the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their corporate presents and seals this 19th day of March 2013.

COMMISSIONERS OF FIRE DISTRICT #3 IN THE
TOWNSHIP OF SOUTH BRUNSWICK MIDDLESEX
COLINTY, NEW JERSEY

Attest:

By: Jane Y. Eisenmann
Jane Eisenmann, Clerk

By: Brad Radimer
Brad Radimer, Chairman

Attest:

By: [Signature]
Secretary

By: [Signature]
President

By: [Signature]
Trustee

AGREEMENT

[An Agreement for the providing of fire services to Fire District #3 by the Kingston Volunteer Fire Company #1]

WHEREAS, N.J.S. 40A:14-68 authorizes the governing body of a municipality to contract with volunteer fire companies within the municipality for the purposes of extinguishing fires, upon such terms and conditions as shall be deemed proper; and,

WHEREAS, N.J.S. 40A:14-81 provides the Commissioners of a fire district with the same powers, duties and functions within the fire district and to the same extent as municipalities relating to the prevention and extinguishment of fires and the regulation of fire hazards; and,

WHEREAS, the Commissioners of Fire District #3 in the Township of South Brunswick, County of Middlesex, State of New Jersey have negotiated an agreement with the fire company (hereinafter "Agreement") within their jurisdiction upon terms that are fair and proper for the provision of fire protection services to the fire district;

NOW' THEREFORE, IT IS AGREED between the Commissioners of Fire District #3, in the Township of South Brunswick, County of Middlesex, State of New Jersey (hereinafter "Commissioners") and the Kingston Volunteer Fire Company No. 1, Inc. Heathcote Road, Kingston, South Brunswick, New Jersey (hereinafter "Fire Company"), and in consideration of the payment of monies to be made as described herein and the further exchange of mutual promises and representations as follows:

1. Fire Company shall extinguish fires within the fire district or in such other areas or territories as may be currently contracted for by Commissioners or pursuant to mutual aid agreements that have been established and furnished to Fire Company. For purposes hereof, the term "extinguishing fires" shall be used in its broadest and most universal sense.
2. Nothing herein shall be construed to increase any liability on the part of Fire Company or its members to the public for errors or omissions in the performance or nonperformance of its duties hereunder or pursuant to any other requirement.
3. Fire Company and its members, in performing fire duty, shall be deemed to be exercising a governmental function.
4. Fire Company shall be under the supervision and control of Commissioners in the performance of this Agreement, and Fire Company or its members may not take any action which is contrary to public law, rule or regulation or any official rule, regulation or policy adopted by Commissioners whether in the form of a motion, resolution or other official actions. Whenever possible, anticipated changes to existing firematic policy and procedure to be made by Commissioners shall be communicated to Fire Company in writing. Further, the officers of Fire Company shall be held accountable to Commissioners for the compliance of the members of fire Company with the motions, resolutions and other official actions of Commissioners pursuant to the terms of this Agreement.
5. The Board shall have the right to terminate or suspend any payments arising out of this Agreement and/or direct Fire Company to suspend any officer of Fire Company charged with the responsibility of any part of this Agreement being violated or not being properly enforced.
6. Fire Company shall perform such other duties, either directly or indirectly related to the extinguishment of fires, as may be agreed to from time to time with Commissioners.
7. In addition to the payment to be made annually by Commissioners to Fire Company pursuant hereto, Commissioners shall provide worker's compensation insurance coverage, errors and omissions, and liability insurance coverage for members, apparatus, vehicles, equipment and structures of Fire Company as detailed and listed with applicable insurance company(s).
8. Members of Fire Company who participates in the firefighting activities of Fire Company shall be reimbursed by Commissioners against losses incurred while engaged in fire duty, subject to reasonable proof of the value of such losses.
9. Commissioners shall pay Fire Company the sum of Sixty Five Thousand And 00/100 Dollars (\$65,000.00) for the period January 1, 2013 through December 31, 2013. Said payment shall be made in two installments, the first being on or before July 1, 2013 and the second being made on or before December 31, 2013. Commissioners will require a properly executed voucher to be completed by Fire Company's officers as a prerequisite for payment.
10. Notwithstanding anything to the contrary herein contained, Commissioners agree to exercise jurisdiction over Fire Company in firematic matters only and will not seek to interfere or regulate internal administration of Fire Company.
11. Commissioners may, but shall not be required to, provide life and health insurance for members of Fire Company. Any insurance, once in force, may not be terminated by Commissioners without furnishing Fire Company with 30 days written notice thereof.

12. Fire Company will utilize, maintain, and house any apparatus vehicles or equipment furnished by Commissioners owned by Fire Company in a safe and secure manner and will provide for the ongoing and reasonable care of such equipment during the life of this Agreement.
13. This Agreement is contingent upon adequate funding being provided in the annual budget of the Fire District under which Commissioners operate and upon timely appropriation and remittance of budgeted monies from the Township of South Brunswick to Commissioners.
14. This Agreement is for a term of one year from April 1, 2013 through March 31, 2014. Unless either party furnishes written notice to the other of non-renewal of this Agreement prior to its expiration, this Agreement shall continue in force for a period of up to 60 days as a transitional agreement.
15. Fire Company may not hire or employ any person to perform any fire extinguishment function of its obligations under this Agreement; however Commissioner may provide paid employees for use by Fire Company provided that the requirements of L.7979, c.453 and subsequent amendments, if any, are observed.
16. Fire Company shall provide a signed copy of its previous year's Tax Return prepared by an independent outside Accountant and present it to the Commissioners no later than the regularly scheduled September meeting of Commissioners.
17. This Agreement and all matters or issues collateral thereto shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to agreements made to be performed wholly within such State.
18. Should the parties not be able to reasonably settle a dispute arising out of or relating to this Agreement same shall be settled by arbitration in Middlesex County, New Jersey in accordance with the rules of the American Arbitration Association then in effect.
19. If any articles, section, paragraph, sentence or clause of this Agreement is determined to be invalid, same shall be deemed severable and the remainder of the Agreement shall survive unless such language is material to the purposes and intentions of the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their corporate presents and seals this 19th day of March 2013.

COMMISSIONERS OF FIRE DISTRICT #3 IN THE
TOWNSHIP OF SOUTH BRUNSWICK MIDDLESEX
COLINTY, NEW JERSEY

Attest:

By: Jane L. Eisenmann
Jane Eisenmann, Clerk

By: Brad Radimer
Brad Radimer, Chairman

Attest:

By: James E. McJ...
Secretary

By: ...
President

By: ...
Trustee

AGREEMENT

[An Agreement for the providing of fire services between the Commissioners of Fire District #3 in the Township of South Brunswick, County of Middlesex, State of New Jersey and The Commissioners of Fire District #4, Township of Franklin, County of Somerset, State of New Jersey.]

THIS AGREEMENT is made by and between THE COMMISSIONERS OF FIRE DISTRICT #3 in the TOWNSHIP OF SOUTH BRUNSWICK, MIDDLESEX COUNTY, NEW JERSEY, (hereinafter called South Brunswick) and THE COMMISSIONERS OF FIRE DISTRICT #4 in the TOWNSHIP OF FRANKLIN, SOMERSET COUNTY, NEW JERSEY (hereinafter called Franklin).

WITNESSETH: In consideration of the exchange of mutual promises and the payments to be made hereunder, the parties represent and agree as follows:

1. This Agreement is made pursuant to the authority of N.J.S. 40A:11-10 and constitutes a mutual services agreement between the parties.
2. During the 2013 fiscal year, South Brunswick shall furnish fire protection to Franklin by way of the Kingston Volunteer Fire Company #1, (Fire Company) whose firematic operations are funded through South Brunswick.
3. South Brunswick shall have no liability to Franklin in connection with the services to be provided for its negligence or any other reason except for gross or intentional wrongdoing.
4. Franklin shall pay to South Brunswick a percentage of the capital and operating budget of South Brunswick for the current fiscal year of this Agreement, excluding administrative expenses, as determined by the ratio of applicable ratables for Franklin to those of South Brunswick, adjusted to reflect 100% true value as determined by the State of New Jersey.
5. Franklin shall pay Thirty-one Thousand And 00/1 00 Dollars (\$31,000.00) for the year with one-half of the amount calculated to be due to South Brunswick by July 1, 2013 and the other half by December 1, 2013.
6. This Agreement shall have been authorized by official resolutions of the parties and the funding for same shall have been provided through proper adoption of the annual budget of each party.
7. Each party shall make available to the other at each Commissioners' meeting for inspection and copying: a) insurance policies; b) communications from attorneys; c) state associations and other significant communications and d) a copy of the previous month's minutes.
8. Each party shall notify the Chairman of the other party of any prospective visits by insurance brokers or auditors at least one week in advance of the meeting date or promptly after receipt of notice of such visitation, whichever is later.
9. Franklin shall not seek to direct or control Fire Company personnel or involve itself in the internal affairs of Fire Company nor shall it withhold payment from South Brunswick because of any such involvement or desire to exercise control.
10. This Agreement is for a term of one year from April 1, 2013 through March 31, 2014. Unless either party furnishes written notice to the other of non-renewal of this Agreement prior to its expiration, this Agreement shall continue in force for a period of up to 60 days as a transitional agreement.
11. This Agreement and all matters or issues collateral thereto shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to agreements made to be performed wholly within such State.
12. Should the parties not be able to reasonably settle a dispute arising out of or relating to this Agreement same shall be settled by arbitration in either Middlesex County or Somerset County, New Jersey in accordance with the rules of the American Arbitration Association then in effect.
13. If any article, section, paragraph, sentence or clause of this Agreement is determined to be invalid, same shall be deemed severable and the remainder of the Agreement shall survive unless such invalidated language is material to the purposes and intentions of the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their corporate presents and seals this 19th day of March 2013.

COMMISSIONERS OF FIRE DISTRICT #3 IN THE
TOWNSHIP OF SOUTH BRUNSWICK MIDDLESEX
COLINTY, NEW JERSEY

Attest:

By: Jane L. Eisenmann
Jane Eisenmann, Clerk

By: Brad Radimer
Brad Radimer, Chairman

Attest:

By: Meredith Rogers
Secretary

By: Meredith Rogers
President

By: Christina Khan
~~Trustee~~ Treasurer