

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 or SBD3) and THE COMMISSIONERS OF FIRE DISTRICT #4 in the TOWNSHIP OF FRANKLIN, SOMERSET COUNTY, NEW JERSEY (hereinafter called Franklin Township or FTFD4).

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 NJ.S. 40A:11-10 and constitutes a mutual services agreement between the parties.
2. During the 2024 fiscal year, South Brunswick shall furnish fire protection to Franklin Township by way of the Kingston Volunteer Fire Company #1, and through shared services agreements with other fire districts (Fire Companies) whose firematic operations are funded through South Brunswick. Firematic services encompass all activities related to fire prevention, suppression, and emergency response. South Brunswick will provide all necessary personnel, fire apparatus, equipment, and materials to effectively deliver these services within Franklin Township.
3. South Brunswick shall maintain the proper insurances as required by law to furnish fire protection to Franklin Township by way of Fire Companies whose firematic operations are funded through South Brunswick. South Brunswick will name "Franklin Township District 4" as an Additional Insured for all insurances paid by Franklin Township for the duration of this contract.
4. Franklin Township shall pay South Brunswick a negotiated and mutually agreed upon payment, excluding administrative expenses.
- 5 **Unforeseen Expenses:** This agreement establishes a defined cost structure for firematic services provided by SBD3 to FTFD4. South Brunswick is solely responsible for the expenses related to the provision of firematic services to Franklin Township.

The established rates are intended to encompass the anticipated costs of service delivery. However, FTFD4 acknowledges the possibility of unforeseen circumstances arising on their end that may necessitate additional expenses exceeding \$5,000.
- 5a **FTFD4 Responsibility:** FTFD4 will be responsible for these unforeseen expenses, provided SBD3 is not notified in writing by FTFD4 at least 30 days prior to the close of SBD3's budgetary cycle.
6. Franklin Township shall pay \$59,360 for the year with one-half of the amount calculated to be due to South Brunswick within 2 weeks of the execution of this agreement, and the other half by December 1, 2024.

7. 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.
8. South Brunswick and Franklin Township agree to share 2025 budget information and to align the state required budgeting and approval process.
9. Each party shall make available to the other at each Commissioners meeting for inspection and copying:
- a) insurance policies;
 - b) state associations and other significant communications and
 - c) a copy of the previous month's minutes.
10. 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.
11. South Brunswick and Franklin agree to two representatives from each district meet on a quarterly basis.
12. Franklin Township shall not seek to direct or control Fire Companies' personnel or involve itself in the internal affairs of the respective Fire Companies with whom South Brunswick has contracted to provide firematic services, nor shall it withhold payment from South Brunswick because of any such involvement or desire to exercise control
13. This Agreement is for a term of one year from April 1, 2024, through March 31, 2025. 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 transitory agreement.
14. 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.
15. 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.
16. 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 ____th day of _____, ____.

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

Attest:

By: _____

Brian Wojaczyk ,Clerk

By: _____

Steve Manobianco, Chairman

Attest:

By:  _____

David Weaver, Clerk

By:  _____

Christina Klam, Treasurer