

RESOLUTION 2022-29

A RESOLUTION AUTHORIZING THE ENDORSEMENT OF AN AGREEMENT BETWEEN WOODLAND FIRE AND
EMS AND WOODLAND TOWNSHIP FOR PROVIDING FIRE AND EMS SERVICE

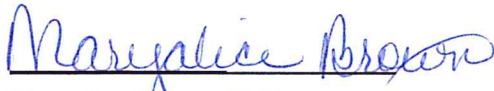
WHEREAS, Woodland Township has been utilizing the services of Woodland Fire & EMS; and

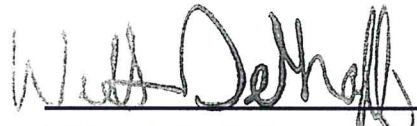
WHEREAS, the original agreement has expired; and

WHEREAS, Woodland Township would like to continue using Woodland Fire & Ems for their Fire & EMS
services

NOW, THEREFORE, BE IT RESOLVED that William DeGross, Mayor, as Mayor and Maryalice Brown, as
Township Clerk are authorized to endorse the agreement.

Adopted: 1-23-22


Maryalice Brown, RMC
Township Clerk/Administrator

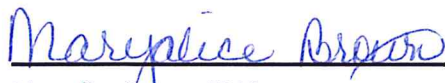

William DeGross, Mayor

Vote on Adoption:

	Moved	Seconded	Ayes	Nays	Absent	Abstain
DeGross			<u> / </u>			
Herndon	<u> / </u>		<u> / </u>			
Daniels		<u> / </u>	<u> / </u>			

CERTIFICATION

I, Maryalice Brown, Township Clerk of the Township of Woodland, do hereby certify that the above is a true and
correct copy of a resolution duly adopted by the Mayor and Township Committee at its Regular Meeting held on
1-23-22.


Maryalice Brown, RMC
Township Clerk/Administrator

**AGREEMENT BY AND BETWEEN THE TOWNSHIP OF WOODLAND
AND THE WOODLAND VOLUNTEER FIRE AND EMERGENCY MEDICAL SERVICE**

This Agreement, entered into on this 23rd day of February, 2022 between the Township of Woodland, a municipal corporate body politic with its principal offices located at 3943 Route 563, Chatsworth New Jersey 08019 (hereinafter the "Township") and Woodland Volunteer Fire and Emergency Medical Service Inc., a non-profit corporation organized pursuant to the laws of the State of New Jersey as a volunteer fire company, with its principal offices located at 3991 Route 563, Chatsworth New Jersey (hereinafter the "Fire Company").

WHEREAS, the Township recognizes the danger of fire and conflagration to the inhabitants, residents, and taxpayers of the municipality, and to their property; and

WHEREAS, the Township also recognizes the danger of fire and conflagration to public employees and public property; and

WHEREAS, the Township does not have a paid or part-paid fire company or force; and

WHEREAS, pursuant to Ordinance 2009-1, the Woodland Township Committee designated the Fire Company as the official volunteer Fire and Emergency Medical Services provider for the Township of Woodland and authorized a contract with that organization for the provision of fire and emergency medical services to the Township;

WHEREAS, the Fire Company has represented to the Township that it is an association incorporated for the purposes of rendering emergency services, and has further warranted that its members possess the requisite training and qualifications to render such services; and

WHEREAS, the Township is desirous of retaining the emergency services of the Fire Company as a necessary and proper measure for the prevention of the public health, safety and welfare for the residents of the Township; and

WHEREAS, the Fire Company is a volunteer fire company within the meaning and intent of N.J.S.A. 40A:14-33, N.J.S.A. 40A:14-34 and N.J.S.A. 40A:14-68; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the Township and the Fire Company do hereby agree as follows:

**ARTICLE 1
GENERAL**

- A. The Fire Company hereby acknowledges and agrees that all members of the Fire Company are under the direct supervision and control of the Township of Woodland Fire Chief, and the Fire Company Rules and Regulations adopted and promulgated by the Fire Chief.
- B. The Fire Company may adopt or amend its bylaws, provided that the bylaws do not conflict in any manner with any Woodland Township Ordinance, or any rule, regulation, policy, or procedure adopted by the Fire Chief. Any new or amended bylaws of the Fire Company must first be received and approved by the Fire Chief.
- C. The Fire Company shall adopt disciplinary procedures consistent with the New Jersey statute and Administrative Code and in accordance with any requirements of the Burlington County JIF.
- D. Notwithstanding the above, the Fire Company shall develop its own internal affairs policy which shall not be in conflict with any Township Ordinance and remain consistent with the Fire Company's Rules and Regulations as well as the requirements of applicable law and any other requirements contained in this Agreement.

ARTICLE II TOWNSHIP RESPONSIBILITIES

The Township hereby agrees to provide the Fire Company, on an annual basis, with the following:

- A. A sum of money, no less than \$ 75,000.00 to be issued in four (4) quarterly payments to be used in accordance with N.J.S.A. 40A:14-34 and other applicable provisions of law. The Fire Company shall not use less than fifty percent (50%) of the funds received pursuant to this section for the purchase of fire equipment, materials and supplies.
- B. All firefighting materials, supplies and vehicles shall be the sole property of Township. Notwithstanding anything to the contrary, the Fire Company shall be entitled to use all equipment, materials, and supplies during the course and scope of performing their duties.
- C. The Township shall provide the following types of insurance for the Fire Company and its members:
 - 1). Workers' compensation, 2). Auto comprehensive and collision for vehicles owned by the Township,
 - 3). Property and casualty and 4). Public officials.
- D. The Township shall provide a one-time physical examination to new members to the Fire Company. The Township shall further provide new members with vaccinations in accordance with the requirements of the Public Employees Occupational Safety and Health Program upon their entry into the Fire Company. Any member of the Fire Company receiving the benefits set forth above shall not, for any reason, be classified as an employee of the Township.

ARTICLE III FIRE COMPANY/DEPARTMENT RESPONSIBILITIES

- A. The Fire Company agrees to expend its best efforts rendering emergency services to the Township, its residents, inhabitants, and taxpayers, when called upon to do so, either by the Township, its duly authorized officers and officials, by Central Communications Systems, or through the offices of the "9-1-1" programs, etc.
- B. In accordance with the provisions of N.J.S.A. 40A:14-68, the Fire Company, and its members, while engaged in firefighting and emergency services and other activities, shall be under the direction, supervision and control of the duly authorized officers or officials designated by the Township to supervise such activity, and they shall be deemed to be exercising a governmental function in the course of such activities. Firefighting activities include, but are not limited to, travel to and from fire/emergency scenes, authorized fire drills, as well as the use of firefighting equipment and all firefighting activities at any fire/emergency scene, drills, or Fire Company/Department approved events or functions. Direction, supervision, and control shall include, but not be limited to, decision to have the Fire Company/ Department report to a fire/emergency, to take measures in extinguishing a fire, as well as the protection of life and property and the timing of the dismissal for the Fire Company/Department from the scene of any fire/emergency scene. Unless otherwise directed by the Mayor or Mayor's designee, for purposes of this article only, the term "duly authorized officers or officials" shall be defined as the Woodland Township Fire Chief or Woodland Township Fire Chiefs designee. While engaged in emergency activities, the members of the Fire Company shall be covered under the provisions of the Township's general liability insurance policy.
- C. The Fire Company and its members shall attend required classes, drills, training sessions and other educational and preparatory activities relating to firefighting and emergency services and also relating to the maintenance of property, real and personal, which is owned by the Township and in the possession of the Fire Company.
- D. All members of the Fire Company who actively engage in firefighting and emergency medical service duties must pass and complete the requirements for Firefighter I certification as outlined in N.J.A.C. 5:73-4.2 within one (1) year of joining the Fire Company. Further, and in accordance with the requirements of State

of New Jersey Division of Fire Safety and the Department of Health, within one (1) year of joining the Fire Company, members who respond to emergency medical calls must also attend a Basic Emergency Medical Technician ('EMT') as outlined in N.J.A.C. 8:40 A.

ARTICLE IV Financial Reports and Audits

- A. It is specifically understood and agreed by the parties that the Township may conduct an annual audit of the Fire Company, performed by an Auditor of the Township's choosing at the Township's cost. The Fire Company will full comply with the audit and provide any and all requested documents.
- B. The Fire Company shall submit monthly financial statements to the Township Clerk no later than 7 days prior to the Township's monthly meetings.
- C. The Fire Company shall maintain records of all receipts and sources of all expenditures to include any and all donations, fund raisers and other sources other than from the Township.
- D. The Fire Company shall prepare and record all necessary documents, reports, exhibits and schedules required to be filed in compliance with the applicable State and Federal Laws, including but not limited to, IRS Form 990, known as the "Charitable Organizational Financial Statement." The Fire Company shall furnish copies of all filed documents to the Township.
- E. The Fire Company shall provide the Township with a complete financial statement of the previous year's finances at the Township's January monthly meeting.

ARTICLE V COMPANY RESPONSIBILITIES FOR THE PURCHASE OF EQUIPMENT, VEHICLES, ETC.

- A. When the Fire Company proposes to purchase equipment, supplies or materials that are valued at \$5000 or more, it shall submit a purchase request order to the Woodland Township Fire Chief prior to any such purchase, for the approval of the Fire Chief and the Township Committee. All equipment purchased by the Woodland Volunteer Fire and EMS that is paid for in whole or in part with public funds provided by the Township of Woodland shall be titled in the name of the Township of Woodland. Failure to abide by this provision will result in the immediate discontinuation of any further funding by the Township.

ARTICLE VI DISSOLUTION OF THE FIRE COMPANY/DEPARTMENT

In the event that the Fire Company dissolves, or at any time is no longer capable of providing firefighting or emergency medical services, any and all interest the Fire company may have in land or property shall be transferred to the Township.

ARTICLE VII ENTIRE AGREEMENT

This agreement contains all of the covenants, warranties, conditions, and agreements for the providing of firefighting and emergency medical services, and considerations paid for such services, between the Township of Woodland and the Woodland Volunteer Fire and EMS. There are no other agreements, promises, warranties or conditions regarding the funding or providing of firefighting and emergency medical services between the Township and the Fire Company other than those set forth in this agreement.

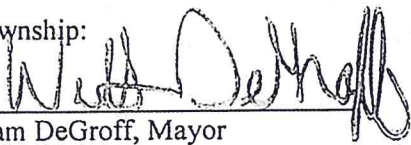
**ARTICLE VIII
TERMS OF AGREEMENT**

- A. This agreement shall be effective on the date first stated above and shall continue to be in full force and effect for the term of five (5) years. This agreement shall be renewable upon the express written consent of representative from both parties on an annual basis. The term of renewal period shall be five years.
- B. This agreement may be terminated by either party at any time, with or without cause, upon thirty (30) day written notice by either the Township or Fire Chief of the Fire Company. Termination of this agreement by the Township shall only occur after formal action by a majority of the Governing Body by resolution.
- C. In the event the Fire Company terminates this agreement pursuant to Paragraph B above, it shall continue to provide firefighting and emergency medical services to the Township pursuant to the terms of this agreement up to an additional 120 days after the Township's receipt of notice termination from the Fire Company. Should the Township secure an alternate source of firefighting and emergency medical services prior to the expiration of the 120-day window, the Fire Company shall be relieved of its services.
- D. In the event that this agreement expires and a new agreement is not negotiated between the Fire Company and the Township, if necessary the Fire Company hereby agrees to continue firefighting and emergency medical services under the terms of this agreement during the remainder of the Townships fiscal year in which the termination date occurs, and until such time as the Township budget for Township's next fiscal year has been adopted by the Township Committee and approved by the Division of Local Government Services of the State of New Jersey.

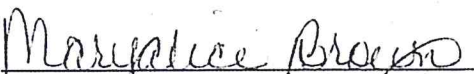
IN WITNESS WHEREOF, the parties hereto by way of their representatives, who have executed this agreement below, acknowledge that said representatives are authorized to execute this agreement on behalf of the Township and the Fire Company, respectfully.

Woodland Township:

Mayor:

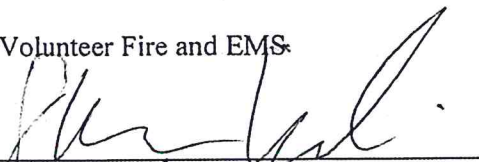

William DeGroff, Mayor

Attest:

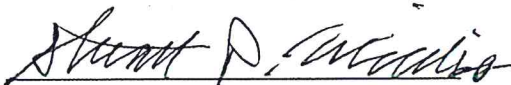

Maryalice Brown, Township Clerk/Administrator

Woodland Volunteer Fire and EMS:

Fire Chief:


Shawn Viscardi

President:



Head Trustee:

