

ROCKY HILL FIRE DEPARTMENT
154 Washington Street
Rocky Hill New Jersey 08553

THIS AGREEMENT, made this 31st day of March, 2025, by and between

BOARD OF FIRE COMMISSIONERS, FRANKLIN TOWNSHIP, FIRE DISTRICT NO. 4, a body corporate organized pursuant to N.J.S.A. 40A:14-70, (hereinafter referred to as "BOARD", or "DISTRICT NO. 4").

AND

ROCKY HILL FIRE DEPARTMENT, a not-for-profit corporation of the State of New Jersey, with offices at 154 Washington Street (County Route 518), in the Borough of Rocky Hill, Somerset County, New Jersey, (hereinafter referred to as "ROCKY HILL"),

WHEREAS, BOARD has determined that public safety is furthered by securing fire protection, suppression, and rescue in District No. 4; and

WHEREAS, ROCKY HILL shall furnish fire protection, suppression, and rescue within Franklin Township, District No. 4, and

WHEREAS, BOARD and ROCKY HILL wish to commit their agreement into a form writing,

NOW, THEREFORE, it is agreed by and between the parties hereto, their successors and assigns, that the following agreement shall become effective April 1, 2025.

1. ROCKY HILL agrees to provide such fire protection, suppression and other emergency services, as agreed and set forth below, within the primary response areas of Franklin Township, District No. 4, for a term commencing on April 1, 2025 and terminating on March 31, 2027.
2. Pursuant to N.J.S.A. 40A:14-81 and N.J.S.A. 40A:14-35, Board agrees to pay to ROCKY HILL, the annual sum of Thirty Five Thousand Dollars (\$35,000.00) with one-half of the amount calculated to be due to ROCKY HILL by August 1 and the other half by December 1 yearly.
3. The BOARD agrees to a 2% annual increase based on the value of the contract.
4. ROCKY HILL agrees that for any call to which ROCKY HILL responds in District No. 4, ROCKY HILL will respond with the requested apparatus and minimum staffing of three (3) Firefighters. If ROCKY HILL is unable to respond with the required apparatus or staffing, they shall promptly notify the mutual aid department responding officer.

5. ROCKY HILL agrees to provide to BOARD, simultaneously with the execution of this Agreement, and thereafter upon the anniversary of any extension and/or renewal hereof:
 - a) A list of fire apparatus available to respond to fires and other emergencies in District No. 4.
 - b) A list of active volunteer fire personnel who will respond to fires and other emergencies in District No. 4, together with each person's firefighter classification and current firematic education and training.
 - c) Certificates of liability and loss insurance, vehicle insurance and workers' compensation insurance for its operations, apparatus, equipment and personnel, indicating coverage which remains in effect throughout the duration of this Agreement and any extensions or renewals hereof. ROCKY HILL will name Franklin District No. 4 as an additional insured for all insurances paid by Franklin for the duration of this agreement. ROCKY HILL agrees to immediately notify BOARD of any changes to the information provided pursuant to this paragraph.
6. ROCKY HILL agrees to abide by and comply to all laws, rules and regulations, statutory or administrative, applicable to the existence and operation of volunteer fire companies and firefighters in the State of New Jersey, now or hereafter in effect at any time during the duration of the Agreement or any extensions or renewals hereof. Response and conduct during all emergency calls shall be in accordance with Federal and State standards.
7. The BOARD shall not seek to direct or control ROCKY HILL personnel or involve itself in the internal affairs, nor shall it withhold payment from ROCKY HILL because of any such involvement or desire to exercise control.
8. The BOARD does hereby hold harmless and indemnify ROCKY HILL from any and all claims, demands, suits or causes of action, including attorney's fees and cost and expenses of suit, of any nature arising from or involving BOARD provision of services pursuant to this Agreement.
9. The BOARD shall authorize ROCKY HILL the use of the Franklin Township Knox Box System. ROCKY HILL agrees to only use a Knox Box Key on facilities within District No. 4. The BOARD agrees to purchase two (2) Key Control Units and pay for installation. ROCKY HILL will identify the apparatus each Key Control Unit is installed on and the names of the Officers authorized to use the system.
10. This Agreement shall be renewed for additional terms of two (2) years, upon the same terms and conditions, unless either party notifies the other in writing, at least sixty (60) days prior to the expiration of the then current term (or extension thereof), of the intention not to renew. With the specified notice, either party has the ability to terminate this Agreement with or without cause. In the event of termination during the term Agreement, BOARD agrees to pay ROCKY HILL or ROCKY HILL agrees to reimburse

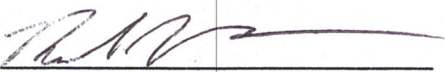
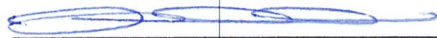
BOARD, a prorated share of the annual payment due, or already paid, as the case may be, based upon the number of days elapsed during the then current payment period. ROCKY HILL would return the two (2) Key Control Units within the sixty (60) day time period.

11. In the event that this Agreement renews for an additional term(s), and thereafter sufficient funds shall not be appropriated for the payment provided herein during any such renewal period, or if the BOARD does not have the legality to provide the funds for the said payment from other sources, then this Agreement will terminate within thirty (30) days of the BOARD'S budget not passing the public referendum thereon, or within thirty (30) days of the municipality denying the inclusion of funds in the BOARD'S budget for the payment, whichever occurs first. In the event of termination pursuant to this paragraph, the BOARD shall pay a prorated payment to ROCKY HILL covering the period of time based on the number of days elapsed between the beginning of the then current term and the termination date.

IN WITNESS WHEREOF, the parties have hereto set their hand and seal.

ROCKY HILL FIRE DEPARTMENT

BOARD OF FIRE COMMISSIONERS
FRANKLIN TOWNSHIP DISTRICT NO. 4


Rick Miller, President
John Danek, Chairman
David Weaver, Clerk