

AGREEMENT

THIS AGREEMENT, made the 31th day of October, 2023, by and between the Town of Newfield, a municipal corporation situated in the County of Tompkins, State of New York (hereinafter "Town"), and Newfield Fire Co., Inc., a Not-For-Profit corporation, organized and existing under the laws of the State of New York and having its principal place of business in Newfield, New York (hereinafter "Company").

WITNESSETH:

WHEREAS, Company is a Not-For-Profit Corporation organized exclusively for charitable and educational purposes and as part of those purposes, desires to provide fire protection and rescue services to persons in the Town of Newfield; and

WHEREAS, such fire protection and rescue services are vital and necessary to the health and welfare of the inhabitants of the Town of Newfield; and

WHEREAS, the Company maintains adequate and suitable apparatus and equipment for the furnishing of fire protection of said district; and

WHEREAS, so long as the Company is not in breach of this Agreement, the Town agrees that Company shall be the exclusive provider of primary fire protection services in the Town of Newfield; and

WHEREAS, the Company does not maintain operating authority for general ambulance services and will only provide emergency first response medical services for life threatening conditions;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto mutually agree as follows:

1. PROVISION OF FIRE PROTECTION AND RESCUE SERVICES

Company will provide Town with fire protection, rescue services and first response medical care for life threatening conditions within the Town of Newfield Fire Protection District. Fire protection shall be defined as it is in paragraph 8 of Section 184 of the Town Law. Fire Protection shall not include the provision of general ambulance services.

The Company represents and warrants that at all times throughout the term of this Agreement, it shall maintain adequate and suitable apparatus and equipment for the furnishing of fire protection of said fire protection district.

2. TERM

The term of this Agreement shall commence on January 1, 2024 and shall continue until December 31, 2025 unless sooner terminated as herein provided.

3. COMPENSATION

Town agrees to pay the Company those amounts as provided in **Schedule A**, totaling: four hundred fifty thousand, six hundred sixty-eight dollars (\$450,668.00) for the year 2024; four hundred sixty-four thousand one hundred eighty-eight dollars (\$464,188.00) for the year 2025. Each payable in three installments on March 15 (1/2), July 15 (1/4), and October 15 (1/4) of their respective years.

4. HOLD HARMLESS AGREEMENTS

The Company shall indemnify, defend, and hold harmless the Town, its agents, employees, and officers from and with respect to any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses including without limitation any liability imposed on the Town under General Municipal Law of the State of New York, arising out of this agreement and the provision of fire protection with the Newfield Fire Protection District.

5. INSURANCE

The Company, at its own expense, shall throughout the term of this agreement obtain and maintain comprehensive public liability and property damage insurance in the amount of at least \$1,000,000.00 for personal injury and \$500,000.00 for property damage. Moreover, at all times throughout the term of this agreement, the company, at its' sole expense, shall maintain worker's compensation insurance, disability benefits insurance and each other form of insurance which the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company. All such insurance shall be in form and with carriers satisfactory to the Town. All such insurance shall name the Town as an additional insured and shall provide that it may not be cancelled or altered without at least thirty (30) days prior written notice to the Town. The Company shall deliver to the Town copies or other evidence satisfactory to the Town, of each insurance policy and each renewal thereof.

Fire Company shall arrange for VFBL benefits, though a town obligation. Pursuant to Section 30 of the Volunteer Firefighters' Benefit Law (VFBL), the Town shall not be liable for any increases in the cost of VFBL insurance attributable to the Town of Newfield during the term of this Agreement, as such costs are specifically included in the amount of compensation payable under this Agreement.

The Company shall provide the Town with proof of such insurance and ensure that the Town receives notice of any cancellations or changes in the policy as it affects VFBL coverage.

6. BILLING

The Company shall not bill any person for any fire protection or rescue services, except as may be permitted by law.

7. EXPIRATION OR TERMINATION OF RESPONSIBILITIES

Upon expiration or termination of the Agreement as provided hereunder, the Company shall have no liability or responsibility for providing services under this Agreement to any person or property within the boundaries of the Town of Newfield.

8. GROUNDS FOR TERMINATION

The Company may terminate this Agreement upon the Town's failure to deliver the monies due Company under this Agreement by the date due, so long as Company first provides the Town with a notice of default. Should the amount not be paid within sixty (60) days thereafter, the Company may provide the Town with written notice of the date it will cease providing services. The Company shall remit the pro-rata portion of funds paid by the Town for the portion of the contract remaining at the time of such termination.

The Town may terminate the contract after providing the Company with a notice of default of a material term of this Agreement, including, but not limited, to the obligation to provide insurance coverage and to maintain suitable apparatus and equipment. Should the default not be corrected within sixty (60) days thereafter, Town may terminate the contract. The Company shall remit the pro-rata portion of funds paid by the Town for the portion of the contract remaining at the time of such termination.

9. ACCESS

Fire Company shall grant Town Highway Department access to enter upon its property for snow removal and such other work as may be mutually agreed upon.

Fire Company shall continue to grant individuals and groups access to enter upon its property for private and public events as may be mutually agreed upon, as the company has in the past.

10. NOTICES

All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their corporate (to the attention of the Chairman, Board of Directors) and municipal (to the attention of the Supervisor) offices, respectively.

11. SAVINGS CLAUSE

If any provision of this Agreement is determined to be legally invalid, inoperative, or unenforceable, only that particular provision shall be affected, such determination shall have no effect whatsoever on any other provision of this Agreement, and all other provisions shall remain in full force and effect. Should the law be amended such that any term of this Agreement shall be rendered null and void or unenforceable, or should the law require a provision in this Agreement that is not presently recited, such agreement shall be deemed amended as of the effective date of the amendment to the law.

12. WAIVER

No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or an acquiescence in such default, nor shall; it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of any and all other rights or remedies now or hereafter existing at law or in equity.

13. HEADINGS

All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provisions hereof.

14. FURTHER ASSURANCES

The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes set forth in this Agreement.

15. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns.

16. COUNTERPARTS

This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Tompkins in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

18. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Company is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this agreement, or its power to execute this Agreement, to any other person or corporation without the express written consent of Town. Any such assignment or disposition without such consent shall be void and unenforceable.

19. ENTIRE AGREEMENT

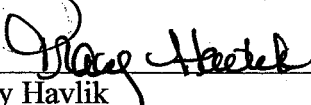
This Agreement is the entire agreement among the parties and shall not be changed, except by a writing signed by the party to be charged. This Agreement shall supersede all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the day and year first above written.

Town of Newfield

By: _____
Micael Allinger
Supervisor, Town of Newfield

Newfield Fire Co., Inc.

By:  _____
Tracy Havlik
Secretary, Newfield Fire Co, Inc.

SCHEDULE A

DATE PAYABLE	AMOUNT
March 15, 2024	\$225,334.00
July 15, 2024	\$112,667.00
October 15, 2024	\$112,667.00
March 15, 2025	\$232,094.00
July 15, 2025	\$116,047.00
October 15, 2025	\$116,047.00

NEWFIELD FIRE COMPANY, INC.
2024-25 Preliminary Budget Proposal

LINE ITEM:	2024 Proposed	2025 Proposed	Changed
OPERATIONS:			
EMERGENCY MEDICAL SERVICES	\$6,000.00	\$6,000.00	\$0.00
DEFIBRILLATOR MAINTENANCE/REPLACEMENT	\$1,850.00	\$1,850.00	\$0.00
EMS TRAINING	\$1,000.00	\$1,000.00	\$0.00
FIRE TRAINING	\$5,000.00	\$5,000.00	\$0.00
TRAVEL	\$1,500.00	\$1,500.00	\$0.00
OFFICER VEHICLE STIPEND	\$2,000.00	\$2,000.00	\$0.00
HOSE/TURNOUT GEAR REPLACEMENT	\$15,000.00	\$15,000.00	\$0.00
NEW EQUIPMENT (FIRE/RESCUE)	\$11,500.00	\$11,500.00	\$0.00
ANNUAL EQUIPMENT TESTING	\$3,000.00	\$4,000.00	\$1,000.00
TRUCK/EQUIPMENT MAINTENANCE	\$35,000.00	\$36,000.00	\$1,000.00
AIRPACK MAINTENANCE	\$4,500.00	\$4,500.00	\$0.00
MOTOR FUEL	\$8,000.00	\$8,500.00	\$500.00
COMMUNICATIONS & MAINTENANCE	\$8,600.00	\$10,600.00	\$2,000.00
FIRE PREVENTION	\$1,500.00	\$1,500.00	\$0.00
AIRPACK & BOTTLE PROJECT	\$14,000.00	\$15,000.00	\$1,000.00
FIRE POLCIE / TRAFFIC CONTROL	\$1,200.00	\$1,200.00	\$0.00
FIRE GROUND REHAB	\$1,268.00	\$938.00	-\$330.00
PHYSICAL EXAMS	\$5,500.00	\$6,000.00	\$500.00
OPERATIONS TOTAL:	\$126,418.00	\$132,088.00	\$5,670.00
ADMINISTRATION:			
BUILDINGS & GROUNDS	\$18,000.00	\$18,000.00	\$0.00
INSURANCE	\$54,000.00	\$56,000.00	\$2,000.00
BUILDING FUND	\$35,000.00	\$35,000.00	\$0.00
TELECOMMUNICATIONS	\$3,000.00	\$3,000.00	\$0.00
COMPUTER OPERATIONS	\$4,400.00	\$4,400.00	\$0.00
LEGAL/AUDITING	\$7,200.00	\$7,500.00	\$300.00
TRUCK REPLACEMENT FUND	\$180,000.00	\$184,000.00	\$4,000.00
UTILITIES	\$18,000.00	\$19,500.00	\$1,500.00
STATE MANDATED CANCER INSURANCE	\$4,000.00	\$4,500.00	\$500.00
MISCELLANEOUS	\$4,650.00	\$4,200.00	-\$450.00
ADMINISTRATION TOTAL:	\$328,250.00	\$336,100.00	\$7,850.00
GRAND TOTAL:	\$454,668.00	\$468,188.00	\$13,520.00
TRANSFER IN FROM CONTINGENCY LINE	\$0.00	\$0.00	\$0.00
LESS PROJECTED DONATIONS	(\$4,000.00)	(\$4,000.00)	\$0.00
CONTRACT TOTAL:	\$450,668.00	\$464,188.00	\$13,520.00