

## **AGREEMENT FOR FIRE PROTECTION SERVICES**

MADE this 27th-day of December, 1982, between the COLMAR VOLUNTEER FIRE COMPANY, chartered as a non-profit fire company and duly existing under the laws of the Commonwealth of Pennsylvania and having its offices located at 2700 Walnut Street, Colmar, Pennsylvania, hereinafter called the "Fire Company", and THE TOWNSHIP OF MONTGOMERY, a Township of the Second Class, with offices located at 623 Cowpath Road, Montgomeryville, Montgomery County, Pennsylvania, hereinafter called "The Township",

WITNESSETH, as follows:

WHEREAS, the Township is a political subdivision of the Commonwealth of Pennsylvania; and,

WHEREAS, the Township is responsible for the health, safety, and welfare of its residents; and,

WHEREAS, the municipality is empowered by the Legislature to enter into contracts to provide for fire protection for the Township;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree for themselves, their successors and assigns as follows:

### ARTICLE 1: Scope of Service

The Fire Company agrees to provide fire protection services to the Township at all times, and shall provide manpower and equipment for such services. In the event the Fire Company is engaged in firefighting activities in another area, the Fire Company shall provide for a standby company to assure adequate protection to the Township. This Fire Company also agrees to enlist the aid and further advance the services of adjacent fire companies to assure the fullest fire protection services.

### ARTICLE 2. Township Fire Chief

The Fire Chief of the Fire Company shall be designated as the Township

Fire Chief. The Fire Chief shall be invested in powers under authority granted by the Township Board of Supervisors, and shall carry a badge of authority when exercising his duties within said Township. The powers of the Township

Fire Chief shall include those powers defined in the BOCA" Fire Code, last revised, and which are necessary for the direction and supervision of fire suppression and rescue activities including any mutual assistance efforts within the Township involving other fire companies. The Fire Chief shall be responsible to the Board of Supervisors as necessary in conducting his duties, and at such times as directed to appear before them. The Fire Chief shall keep and maintain complete records of all emergency operations within the Township and shall submit a monthly and annual report of these operations to the Township Board of Supervisors.

### ARTICLE 3. Fire Company's Compensation

Section 1.1 The Fire Company agrees that the Township shall not be held responsible for the purchase or maintenance of equipment and facilities, except as is defined in the lease agreement for the township-owned fire house building on Stump Road at Route 309, or any employee or employee-related expense of the Fire Company.

Section 2. All revenues received by Montgomery Township under Pa. Statute 72 Paragraph 7902, Foreign Fire Insurance Premium Tax, which provides for the imposition and distribution of a gross premiums tax on foreign fire insurance companies, be designated for the benefit of Colmar Volunteer Fire Company Relief Association and transmitted to the Colmar Volunteer Fire Company Relief Association promptly upon receipt by Montgomery Township.

Section 3. All Montgomery Township real estate taxes designated by millage as a special assessment for fire protection services shall be remitted to Colmar Volunteer Fire Company promptly after receipt thereof by Montgomery Township.

Section 4. All such monies provided by Montgomery Township to the Colmar Volunteer Fire Company shall be used to cover the cost of buildings and equipment, training and other activities directly attributable to the cost of providing fire fighting protection and for no other purposes.

#### ARTICLE 4: Fire Company

Section 1. By November of each year the Colmar Volunteer Fire Company shall submit a copy of its proposed budget for activity within the Township of Montgomery to the Montgomery Township Board of Supervisors.

Section 2. At the end of each fiscal year the Colmar Volunteer Fire Company shall present an annual report of the expenditures of monies provided pursuant to Article 3, Sections 3 and 4, to a representative of the Montgomery Township Board of Supervisors to establish that the monies provided pursuant to Article 4 and above have been applied to purchases and expenses relating to buildings and equipment, training and other activities attributable to the costs of providing fire fighting protection and for no other purposes.

Section 3. Failure to receive such a report for consideration and approval within thirty (30) days of receipt from the auditor, but in no case later than July 31, may result in suspension of the authorization to pay any and all of the funds in Article 4 above to the Colmar Volunteer Fire Company. Such suspension shall be remedied upon submission of the report of application of the funds as described in this Article and subsequent approval of a resolution by the Board of Supervisors reinstating the payment of said funds.

Section 4. The annual report shall consist of an audited financial statement.

Section 5. The Township may conduct a complete audit of the Colmar Volunteer Fire Company.

#### ARTICLE 5. Worker's Compensation

The Township of Montgomery shall provide worker's compensation in cooperation with the Township of Hatfield and as defined in the law. Pursuant to the obligation to provide worker's compensation defined in the statutory law and this agreement, Colmar Volunteer Fire Company will:

- a. submit such reports as the worker's compensation carrier designated by the Township of Montgomery shall request;
- b. maintain an updated personnel roster of members of the Colmar Volunteer Fire Company with training records.

#### ARTICLE 6. Fire Company Activity Reports

The Fire Company agrees to provide the Township with monthly and annual reports of all calls responded to by the Fire Company within the Township. These reports shall include the following information:

- a. the nature and number of calls;
- b. the nature and extent of any injuries received by Fire company personnel on any call;
- c. any other pertinent data such as the presence of code violations or arson.

#### ARTICLE 7. Effect of Agreement

The parties hereunto agree to bind themselves only to the terms of this agreement. No legal liability of any kind is imposed on the Township by virtue of this agreement, other than the liability for compensation as set forth in Article 3.

#### ARTICLE 8. Term of Agreement

This agreement shall be effective upon approval by the Township's Board of Supervisors and the Fire Company, and shall continue in full force and effect until terminated by either party. This agreement may be terminated upon one hundred twenty (120) days written notice of termination by either party delivered to the other party by certified mail, return receipt requested at the addresses above set forth.

#### ARTICLE 9. Effect of Non-Performance

Upon non-performance by the Fire Company of the terms of this agreement, the Township reserves the right to reconsider and/or rescind the ordinance designating the Colmar Volunteer Fire Company as the official fire company of the Township.

IN WITNESS WHEREOF, the parties hereunto have authorized the President of the Fire Company and the Chairman of the Township Board of Supervisors to execute this agreement, attested to by the Secretary, the day and year above written.