

AGREEMENT FOR FIRE SERVICE

THIS AGREEMENT, made the __1__ day of __January__, 2019, by and between the Village of Trumansburg, a municipal corporation situated in the County of Tompkins, State of New York (hereinafter “Village”), and the Town of Ulysses, a municipality situated in the County of Tompkins, State of New York (hereinafter “Ulysses”).

WITNESSETH:

WHEREAS, there has been duly established in the Town of Ulysses, County of Tompkins and State of New York, and the Town of Covert, County of Seneca, and State of New York, and the Town of Hector, County of Schuyler, and State of New York a fire protection district known as “The Fire Protection District of the Towns of Ulysses, Hector and Covert” embracing territory in the Town of Ulysses described as follows: All of the Township of Ulysses, County of Tompkins and State of New York, excepting for the area within the limits of the incorporated Village of Trumansburg;

WHEREAS, Village maintains a volunteer fire department;

WHEREAS, such fire protection services are vital and necessary to the health and welfare of the inhabitants of the Town’s fire protection district; and

WHEREAS, Town Law Section 184 permits a Town to contract with a village maintaining adequate and suitable apparatus and appliances for the furnishing of fire protection services in such fire protection district; and

WHEREAS, the Village maintains adequate and suitable apparatus, equipment and training for the furnishing of fire protection within such fire protection district; and

WHEREAS, the Town agrees that the Village shall be the primary provider of fire protection in the Town of Ulysses Fire Protection District;

WHEREAS, a public hearing has been duly held in accordance with the Town Law;

WHEREAS, the Village maintains an ambulance department, but such services are not provided under this Agreement;

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

1. PROVISION OF FIRE PROTECTION SERVICES

Village will provide Town with fire protection capable of responding to fire related and health related emergencies on an on-going basis within the Fire Protection District. Fire protection shall not include inspections of buildings and properties in the fire protection district, and shall not include the provision of general ambulance services.

It is mutually understood and agreed by and between the parties hereto that volunteers staff the fire department. Volunteers are not always available for service.

2. TERM

The term of this Agreement shall commence on January 1, 2019 and shall continue for a period of one (1) year unless sooner terminated as herein provided.

3. COMPENSATION AND VFBL

Town agrees to pay village the amount of \$228645.00/US for the provision of fire services, and such amount shall be paid to Village no later than February 15, 2019 of the contract's calendar year. The village shall procure and keep in effect all insurance covering the liability of the Town of Ulysses for compensation payable to volunteer firemen as required by Section 30 of the Volunteer Firefighters' Benefit Law (VFBL), the General Municipal law and/or other applicable Laws of the State of New York, and will also procure and maintain insurance covering the firefighting apparatus and other equipment to be used in the rendering of fire protection to the town of Ulysses for personal liability, property damage and collision loss.

4. HOLD HARMLESS

Town recognizes that Village's fire department is staffed by volunteers and that the fire department can only make reasonable efforts to recruit and retain volunteers. Town agrees to hold Village harmless for Village's failure to provide sufficient manpower at any single incident. This paragraph shall not relieve the fire department for making arrangements for coverage for occasions when the fire department is unable to respond or does not respond with sufficient manpower and equipment.

5. REPORTING

The Village will provide the Town with monthly reports of the number of calls received for service and number responded to by the Village Fire Department.

6. INSURANCE

As required in paragraph 3 above, Village shall maintain liability insurance sufficient to insure itself against claims for unintentional torts resulting in personal injuries in an amount of no less than One Million Dollars (\$1,000,000.00). Village shall maintain automobile insurance for injuries

arising out of the operation of emergency vehicles in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00). Village shall name the Town as an additional insured in Village's insurance policy. Village shall ensure that the Town receives notice of any terminations or suspensions of such insurance.

7. MISCELLANEOUS

[Intentionally left blank]

8. GROUNDS FOR TERMINATION

Village may terminate this Agreement upon the Town's failure to deliver the monies due Village under this Agreement by the date due, so long as Village provides forty-five (45) days written notice to the Town of the date it will cease providing services. If the Town remits such funds to the Village during this forty-five (45) day notice period, Village shall not terminate services based upon the Town's failure to pay this annual contract payment.

Town may terminate this Agreement upon the loss or suspension of Village's ability to deliver fire protection services.

In the event that the Village permanently ceases or refuses to provide fire protection and/or the Town or Village terminates this agreement, Village shall remit a pro-rata share of the Town's funds to the Town for the remaining term of this Agreement. The failure of the Village to remit such funds shall cause the Village to pay the Town an additional five (5%) percent interest on the unpaid funds from the date of the termination of the agreement, or cessation of fire services, whichever is earlier.

9. 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 the following address:

Village of Trumansburg
A. Martin Petrovic
53 E. Main Street
Trumansburg, NY 14886

Town of Ulysses
Town Supervisor, Elizabeth Thomas
10 Elm St
Trumansburg, NY 14886

10. 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.

11. 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.

12. 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.

13. 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.

14. 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. The public shall not be deemed a third party beneficiary of this Agreement.

15. COUNTERPARTS

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

16. 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.

17. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law of the State of New York, Ulysses 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 Village. Any such assignment or disposition without such consent shall be void and unenforceable.

18. 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.

Village of Trumansburg

Town of Ulysses

By: _____
Mayor

By: _____
Supervisor

Date of Signature _____

Date of Signature _____

Town Board Member

Date of Signature _____

Town Board Member

Date of Signature _____

**SCHEDULE A
CONTRACT FEE**

<u>AMOUNT</u>	<u>YEAR</u>
Payment of \$228645.00	2019