

Emergency Services Agreement Between

The Town of Morris, CT

And

The Morris Volunteer Fire Department, Inc.

The Town of Morris (Town) and the Morris Volunteer Fire Department, Inc. (VFD) wish to enter into an agreement that allows the VFD to provide fire, emergency medical services (EMS), and rescue services for the Town.

This agreement is entered into on September 7, 2017, and will run for a term of 10 years, expiring on September 7, 2027. This agreement may automatically renew with both parties approval and signatures.

This agreement will stay in place as written until a new agreement is reached should problems arise during negotiations of a new agreement.

This agreement is cancelable by either party with a 60-day written notice.

Building:

1. The VFD will have full usage of the building and grounds located at 15 South Street, Morris, CT 06763.
2. The VFD will pay an annual rental fee of \$1 to the Town for exclusive use of the downstairs main office space at same address (office space currently being used as the VFD office).
3. The Town will maintain the building and grounds, including but not limited to lawn care, snow removal, building and grounds upkeep, repairs and upgrades.
4. The VFD will keep the building and grounds in neat and orderly condition.
5. The VFD shall have permission to allow outside separate organizations usage of the building under the VFD's supervision.

Fire, Rescue, and EMS equipment:

1. The VFD will have full usage of all Fire, Rescue and EMS equipment. During the term of this agreement, the Town will allow the VFD to use all town-owned Fire, Rescue, and EMS equipment; the Town will retain ownership of this equipment. The VFD may use the town's Fire, Rescue, and EMS equipment in any VFD's operations and training. The town-owned Fire, Rescue, and EMS equipment may be used by the VFD when necessary in the operations of the VFD outside the corporate limits (mutual aid, training, etc.). Except in extreme emergency situations, however, the VFD shall always have equipment available to protect lives and property within the corporate limits of the Town. The Town will adequately fund the VFD's budget to maintain all Fire, Rescue, and EMS equipment to at least minimum Connecticut Department of Transportation (DOT), Connecticut Department of Motor Vehicle (DMV), National Fire Protection Association (NFPA),

Connecticut Department of Health (DPH), and Connecticut Office of Emergency Medical Services (OEMS), etc. standards as well as all upgrades recommended by said agencies.

2. The VFD will keep all vehicles and apparatus in clean orderly condition and ready for service at all times.
3. The VFD will maintain accurate files and records for all vehicles and apparatus service files, including annual tests, monthly checks, and repairs. These records will be stored within the VFD office, and available for viewing upon request by Town officials.
4. The Town will appropriate sufficient funds for all Fire, Rescue, and EMS equipment replacements in accordance with DOT, DMV, NFPA, DPH, OSHA, and OEMS standards.
5. The Town will supply fuel for all Fire, Rescue, and EMS equipment.

Gear and Personal Protective Equipment:

1. The Town will appropriate sufficient funds for the VFD's budget for all gear including personal protective equipment (PPE) to maintain compliance with OSHA, DOT, NFPA, DPH, DMV, and OEMS standards.
2. The VFD will maintain appropriate records of all issued gear, as well as all inventoried gear, and will notify the Town of any gear needing (outside of current year budgeted funds) repair or replacement.
3. The VFD will advise each VFD member of their responsibility for all gear issued to them, and, will request return of said gear from people no longer affiliated with the VFD. The Town will be notified of any non-returned gear for collection of said gear or reimbursement.

Training:

1. The Town will appropriate sufficient funds within the VFD's budget for training and training supplies used for training VFD members to at least the minimum DOT, OSHA, NFPA, DPH, DMV, and OEMS standards.
2. The VFD will be responsible for scheduling all training to maintain compliance with required OSHA, DOT, NFPA, DMV, and OEMS standards. In addition, all VFD members shall complete required National Incident Management System training.
3. The VFD will maintain accurate training records documenting training completed as well as any certifications earned by individual VFD members.

Contracts:

1. Provided the Town has approved and appropriated for same, the Town will completely fund any contracts entered into by the VFD on behalf of the Town.

Supplies:

1. The Town will appropriate sufficient funds within the VFD'S budget for all supplies, including but not limited to, cleaning supplies, paper goods (paper towels, toilet paper, etc.) office supplies, and supplies associated with Fire, Rescue, and EMS activities.

2. The VFD will be responsible for all supplies associated with its fundraising events.

Conduct:

1. The VFD agrees to cause its members and personnel providing Fire, Rescue, and EMS services in performance of this contract to conduct themselves in a professional manner and to comply with applicable laws.
2. The VFD Chief or his/her designee shall have complete control of all emergency scenes as well as all personnel on scene or associated with the incident as per State statute.

Insurance:

1. The Town shall bear all costs to insure the Fire, Rescue, and EMS equipment. The VFD will at all times keep the Town informed as to the identity of all persons that may operate Town-owned Fire, Rescue and EMS equipment, and the VFD shall provide the Town with information necessary to satisfy inquiries and applications with insurers of the Town, specifically driver's license information.
2. At all times, the VFD and the Town will secure VFD members' personal information to minimize the chance of identity theft.
3. The Town shall bear all costs connected with the operation of the VFD as to personal injury or property damage to any persons or property, as well as workers compensation etc.
4. The VFD shall, to the extent permitted by law, indemnify and hold harmless the Town, its authorized agents, officers and employees for, from and against all costs, claims, losses, liabilities, penalties, expenses, or other damages, including but not limited to settlements, judgments, court costs, reasonable fees of attorneys and experts, caused by or resulting from the negligent or intentional acts or omissions by the VFD, its authorized agents, officers, directors and employees committed in the course of performing its obligations under this agreement. Nothing in this section may limit any rights to contributions or other allocations of fault between the parties as determined by a court of competent jurisdiction and as permitted by all applicable state and federal laws.
5. The Town shall, to the extent permitted by law, indemnify and hold harmless the VFD, its authorized agents, officers, affiliates, directors and employees for, from and against all costs, claims, losses, liabilities, penalties, expenses, or other damages, including but not limited to settlements, judgments, court costs, reasonable fees of attorneys and experts, caused by or resulting from the negligent or intentional acts or omissions by the Town, its authorized agents, officers, directors and employees in connection with or related to this agreement. Nothing in this section shall limit any right by a court of competent jurisdiction and as permitted by all applicable state and federal laws.

VFD Officers:

1. The VFD Technical and Administrative Officers shall be elected in accordance with the

VFD bylaws.

2. The Town shall recognize the elected VFD officers as the members charged with the operation of the VFD.
3. The Town's First Selectman may make recommendations to the VFD Chief or his/her designee. The Chief or his/her designee will consider the requests from the Town's First Selectman in regards to Fire, Rescue and EMS services.

Mutual Aid:

1. The VFD may, in the event of an emergency, provide Fire, Rescue, and EMS equipment and personnel to other surrounding communities as long as emergency service to the Town is not adversely impacted.

EMS Services and Ambulance Revenue:

1. The VFD will hold the PSAR for the town of Morris, and as such will be the only entity that will charge and collect billing revenue for ambulance transport service.
2. The VFD will deposit all ambulance billing revenue received into a separate account titled "Revenue Recovery" to be maintained by the VFD.
3. The VFD will "gift" all ambulance revenue collected net of billing costs, collection fees, refunds, and an operating balance of \$3,000.00 to the Town , every 6 months, as of October 31st and March 31st. A complete record of all ambulance revenue history for the 6-month period will be provided to the Town Treasurer with the Treasurer's signature of receipt.
4. All ambulance revenue "gifted" to the Town shall be deposited into a separate Fire, Rescue, and EMS vehicle replacement account. These funds are to be used only for VFD Fire, Rescue, and EMS vehicle replacement. These funds are not to be the sole source of vehicle replacement funds, but should be supplemented by Town appropriated funds as needed. Withdrawals from this account will require at least one signature from a VFD officer, one signature from the Town's Board of Selectmen, and the Town Treasurer's signature. Funds will only be used to replace EMS vehicles if the VFD holds the Primary Service Area Responder (PSAR) for the Town.
5. The Town may conduct, at its cost, an annual audit of the VFD's Revenue Recovery Account. Such an audit must be requested within 90 days of each fiscal yearend.
6. Although annual "gifted" receipts are certainly relevant and a consideration, annual budgetary VFD funding should not be dependent on expected ambulance billing receipts since this number is highly variable.
7. Upon the execution of this agreement, all ambulance billing revenue, net of any expenses previously paid, currently held by the VFD will be "gifted" to the Town, minus an operating balance of \$3,000. These funds will be deposited into a separate account solely for the purpose of Fire, Rescue, and EMS vehicle replacement, and require the same signatory requirements listed in item #4 above. Funds will only be used to replace

EMS vehicles if the VFD holds the Primary Service Area Responder (PSAR) for the Town.

Miscellaneous:

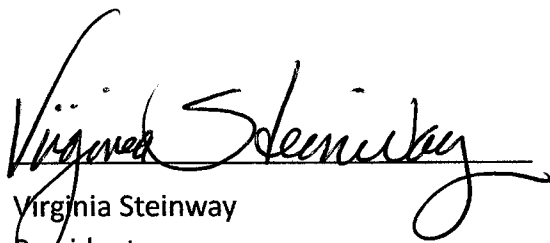
1. This agreement shall be governed, construed, and controlled according to the laws of the State of Connecticut. The parties agree to comply with all applicable Town, County, State, and Federal laws.
2. This agreement and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors, assigns, or other legal representative as herein provided.
3. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorney's fees, costs, and expenses.
4. It is agreed and understood that any failure to strictly enforce any provision hereof shall not constitute a waiver of right to demand strict performance of that or any other provision hereof at any time thereafter.
5. The terms and conditions of this agreement are separate and separable, and if for any reason, any court of law or administrative agency should deem any provision hereof invalid or inoperative, the remaining provisions of this agreement shall remain valid and in full force and effect.
6. The VFD is an independent contractor and nothing in this agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities here under.

Incentives:

1. Each VFD member will have the opportunity to qualify for a pension per the guidelines set forth in the Town ordinance.
2. Each VFD member will have the opportunity to qualify for tax relief per guidelines set forth in the Town ordinance.
3. Active VFD members shall receive \$10 per call responded to up to 3 hours in length. Beyond 3 hours, VFD members will be compensated at the rate of \$10/hour or part thereof. Such compensation is to be paid annually by the Town, and shall have an annual maximum of \$1,000.00. Each member shall have the choice of either tax relief or per call stipend, but not both.
4. VFD members shall be entitled to mileage reimbursement for any VFD activity, training, delivery or pick up of VFD items while using their personal vehicle. The VFD will use its best effort to utilize the "command vehicle" for these types of work. Mileage will be reimbursed at the annual IRS non-taxable rate.
5. For non-emergency related activities, personnel time shall be compensated at a rate of

\$25 per hour after the first five hours. These activities may include, but not be limited to, Town-requested or Town Fire Marshal activities. These activities will be requested by the VFD Chief or his/her designee and approved in advance by the First Selectman.

Signatures:



Virginia Steinway
President

Morris Volunteer Fire Department, Inc.

Thomas Weik
First Selectman
Town of Morris