



TWIN VALLEY FIRE DEPARTMENT

P.O. Box 181

ELVERSON, PA 19520

PH: 610-286-TVFD FX: 610-286-1009

AN AGREEMENT BY AND BETWEEN THE TOWNSHIP OF HONEY BROOK AND THE TWIN VALLEY FIRE DEPARTMENT CONTRACT YEAR 2016

THIS AGREEMENT, effective the 1st day of January, 2016, is by and between the Township of Honey Brook, having an address of 500 Suplee Road, Honey Brook, PA (the "Township"), and the Twin Valley Fire Department ("TVFD" and/or "the Volunteer Fire Company") 4456 Main Street, P.O. Box 181, Elverson, PA, and

Whereas, the Township is a political subdivision of the Commonwealth of Pennsylvania and is responsible for and empowered to provide for the health, safety and welfare of its residents; and

Whereas, TVFD is one of the emergency services volunteer fire stations located near the Township limits; and

Whereas, the Board of Supervisors is desirous of continuing its relationship with TVFD in order to furnish the best possible emergency services and fire protection to and for persons and property in a large portion of the Township .

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

1. **Services to Be Furnished by Fire Company.** The TVFD Volunteer Fire Company agree, individually and jointly, to furnish adequate, efficient and effective emergency services and fire protection twenty-four (24) hours per day for the benefit of the Township and all persons and property, whether public or private, located or found within the Township. It is understood and agreed that the said Volunteer Fire Company being composed of volunteer fireman may not always be available to respond to each and

SERVING WITH PRIDE... THREE COUNTIES WIDE.

every call, however said Fire Company will make the very best effort to respond to every call. These efforts will be in coordination with Chester County dispatch.

It is the responsibility of the Volunteer Fire Company to maintain the level of training and preparedness that is required to provide complete and up-to-date emergency services and fire protection. All personnel who provide emergency services and fire protection under and pursuant to this Agreement shall receive basic, certified training in fire fighting and emergency services, and have regular in-service training and drills as required by the Volunteer Fire Company and state regulatory agencies. TVFD hereby covenants and agrees that all personnel who provide emergency services and fire protection under and pursuant to this Agreement shall have and maintain the level of training and preparedness required under this paragraph.

In addition, TVFD shall honor in a timely manner all reasonable requests from the Township for information which is essential and necessary in the judgment of the Township and within the capabilities of the said Volunteer Fire Company to supply, in order to assist the Township in making recommendations with respect to the planning, management and delivery of emergency services within the Township.

2. Township Support of Twin Valley Fire Department Volunteer Fire Company. The Township shall appropriate **Seven Thousand and Five Hundred Fifty Seven Dollars (\$7,557.00)** in this 2016 calendar year. Said sum shall be paid to the TVFD on or before **June 30th 2016.**

3. Accounting for Township Funds by the Twin Valley Fire Department Volunteer Fire Company. TVFD shall submit to the Township and other municipalities served by the Volunteer Fire Company a proposed annual budget for the next calendar year. The Township along with the other municipalities shall review, accept and approve the proposed budget as balanced and adequate to meet the standards identified in Section 1 of this Agreement. Each such annual budget shall include a level of total municipal support by all the municipalities served by TVFD. By November 15th of each year, the municipal support shall be proportioned by the municipalities according to their collective agreed formula and the individual portions reported to TVFD for preparation of individual contracts for each individual municipality. The total of the individual

contracts shall not be less than the accepted and approved level of TVFD total municipal support.

Financial and operational audits of TVFD will be accomplished, budgeted and paid for as agreed upon by TVFD and the collective municipalities. The Volunteer Fire Company will cooperate with the municipalities and/or its auditor, their agents and employees, and timely comply with any reasonable request for information and documentation pertaining to the expenditure of municipal funds by said Volunteer Fire Company.

4. **Solicitation of Funds within the Township**. The solicitation of funds by TVFD within the service area of the Township shall be permitted.

5. **Other Sources of Public Funding**. The Volunteer Fire Company shall and hereby agrees to apply in good faith for all federal, state and other grants for which it is eligible to apply, and shall provide a copy of all such grant applications to the Township at the time each such application is submitted. If requested to do so by the said Volunteer Fire Company, the Township shall provide assistance and support for the preparation and submission of all such applications, in cooperation with the said Volunteer Fire Company.

6. **Acquisition, Ownership and Disposition of Real and Personal Property Acquired with Township Funds**. Any and all property, whether real or personal, purchased by TVFD with any sums disbursed to it pursuant to this Agreement shall be and remain the property of TVFD. The Township shall not have or claim any interest or right in or to any real or personal property purchased by TVFD solely by virtue of the fact that said purchase was made with funds provided under and pursuant to this Agreement.

7. **Amendment of Agreement**. This Agreement may be amended only in writing and by a document signed by the authorized representatives of the Township and TVFD.

8. **Adequate Insurance Coverage. Workers' Compensation:** Unless otherwise specifically provided in writing within this Agreement, TVFD represent that they and their members, agents and employees have adequate worker's compensation and other accident insurance, and for the term of this agreement and all renewals thereof will

continue to maintain adequate levels of worker's compensation and other accident insurance covering all services provided under and pursuant to this Agreement. The Township agrees to honor its obligation under state law, if any, to provide and pay for workers' compensation insurance covering the volunteer members of the said Fire Company, in which case the said Fire Company are not required to provide worker's compensation insurance to its volunteer members as otherwise mandated in this paragraph.

Property Insurance: The Volunteer Fire Company shall secure and maintain, at its own expense, all risk property insurance which insures against direct physical loss of or damage to the fire company's and Township's business personal property, fixtures and equipment located in or at any premises used for or in furtherance of the purposes of this Agreement.

Commercial General Liability Insurance: The Volunteer Fire Company shall secure and maintain, at its own expense, commercial general liability insurance which insures against bodily injury, property damage and personal injury claims arising from the fire company's occupancy, use or maintenance of their Premises and all operations incidental thereto, including the services provided under and pursuant to this Agreement, with a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000. Such insurance shall include the Township and its elected or appointed officials, employees, agents or authorized volunteers as additional insured's.

Business Auto Liability and Physical Damage: The Volunteer Fire Company shall secure and maintain, all its own expense, business auto liability insurance, which insures against bodily and property damage claims arising out of the ownership, maintenance or use of "any auto", including those (if any) which may be leased by the Township to the fire company. A minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per accident shall apply.

TVFD shall secure and maintain at its own expense business auto physical damage insurance, which insures against loss to the fire company's apparatus by the comprehensive and collision perils, with such coverage to be written on a replacement cost basis. However, specific permission is granted to TVFD to insure such units not on a comprehensive peril basis but for loss by the specified perils of fire, lightning, explosion,

theft, windstorm, hail, earthquake, flood and the sinking, burning, collision or derailment of any conveyance transporting the fire truck. The Township shall be specifically added as a loss payee under this auto physical damage coverage so as to protect its interest as owner and/or lesser of the fire vehicles and apparatus.

Errors and Omissions Coverage: TVFD shall secure and maintain, at its own expense, errors and omissions insurance coverage which insures against loss arising from, caused by or related to the acts or omissions of the officers and members of the Volunteer Fire Companies.

Deductibles: Any deductible amount(s) selected by each fire company or imposed upon each fire company by its insurer(s) shall be the sole responsibility of the fire company.

Evidence of Insurance/Insurers: If requested, TVFD shall furnish certificates of all insurance, acceptable to the Township, evidencing all policies required above at execution of this Agreement and prior to each renewal thereafter.

If TVFD fails, refuses or neglects to secure and maintain any insurance required of it or to furnish satisfactory evidence of insurance, the Township shall have the right to purchase such insurance. All such payments made by the Township shall be recoverable by the Township from TVFD.

Insurance provided to the Township and its elected or appointed officials, officers, employees and authorized volunteers as specified herein (the fire company's insurance) shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Township and its elected or appointed officials, officers, employees and authorized volunteers (the Township's insurance or self-insurance) shall be excess of and non-contributory with insurance provided to the Township and its elected or appointed officials, officers, employees and authorized volunteers as specified herein (the fire company's insurance).

9. **Indemnification.** To the fullest extent permitted by law, TVFD shall indemnify, defend and hold the Township and its elected or appointed officials, employees, agents or authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities (including without limitation, attorneys' fees) arising out of or related to the said Volunteer Fire Company's use or

maintenance of vehicles and related business personal property, provided such claim, damage, loss, cost, expense, cause of action or liability is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, unless such injury or damage is caused by the gross negligence or willful misconduct of the Township.

10. **Term.** The term of this contract shall be for one year beginning the date and year first above written. This contract shall automatically renew annually. The Township however retains the right to change the contribution level set forth in paragraph 2 above on an annual basis.

11. **Capitol expense Committee.** A committee shall be formed in January of each year to approve any and all expense purchases of Fifty-thousand dollars (\$50,000) or more. This committee shall consist of one member of each Municipality under contract with TVFD and six (6) members of the TVFD. It shall be the responsibility of TVFD to call such meetings as required.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be signed, sealed and delivered the day and year first written above.

TOWNSHIP OF HONEY BROOK

BY: *[Signature]*

ATTEST: *[Signature]*

TWIN VALLEY FIRE DEPARTMENT

BY: *[Signature]* President

ATTEST: *[Signature]* vice President