

Fire Protection Agreement & Service Contract
Town of Morris and Morris Fire Company, Inc.

This Fire Protection Agreement (“Agreement”) is made as of July 1, 2018 by and between the Town of Morris (“Town”) and the Morris Fire Company (“MFC”), a non-stock, not for profit corporation that is in the process of applying for recognition of tax-exempt status under Section 501(c) 3 of the United States Internal Revenue Code.

The MFC intends to provide necessary fire protection and rescue services within the Town and the Town will rely on the MFC for the provision of such services to its residents, inhabitants, visitors, and properties. The MFC will provide services 24 hours a day, seven days a week.

The Town will provide funds, equipment, and services to the MFC subject to annual appropriations.

Section 1. Provision of Services

It is understood that the MFC is a volunteer organization and does not regularly staff the fire house. MFC personnel shall respond to calls as safely and promptly as possible keeping in mind the safety of the public at large. Because MFC personnel must travel to the fire house when a call is dispatched and because Morris is rural in nature and is prone to inclement weather from time to time it is understood that MFC response time for a call may be delayed or inhibited. The MFC shall provide the National Fire Incident Reporting System (NFIRS) reports to the Town upon request for each call.

Section 2. Emergency Dispatch Services

The Town shall be responsible for providing the MFC with Emergency Dispatch Services.

Section 3. Dry Hydrants

The MFC shall be responsible for testing dry hydrants within the Town that the Town owns or holds the easement for and will notify the Town of any maintenance issues with the dry hydrants. The Town shall be responsible for the maintenance of and maintaining access to these dry hydrants.

Section 4. Authority/Obligations of MFC

The MFC shall have all legal authority and obligations as a volunteer fire department under Connecticut law.

Section 5. Budget/Appropriations/ Payment of Obligations

The MFC shall provide annual budget requests to the Town, which shall be submitted to the Town in accordance with the Town's annual budget process. Each MFC annual budget request

submitted to the Town shall be itemized as required by the Town and shall be subject to the Town's annual budget and appropriations process. The MFC shall submit all invoices and purchase orders proposed for payment by the Town, which shall be subject to approval and payment in accordance with the Town's Fiscal Policies and Procedures.

Section 6. MFC Fundraising

Funds raised by the MFC are to be used at the discretion of the MFC in accordance with all laws and regulations applicable to non-profit, tax-exempt organizations and volunteer fire departments in the State of Connecticut. The MFC will provide the Board of Selectmen with a copy of its 990IRS filing on an annual basis. Items bought by the MFC using MFC funds or Town funds will become the property of the Town, except as otherwise specified by the Town.

Section 7. Tax Abatement/Pension Benefits

MFC members shall be entitled to property tax abatement and pension benefits in accordance with applicable Town provisions.

Section 8. Disbursement of Town Funds

The MFC shall follow the Town Purchase Policy Procedure for all purchases submitted to the Town for payments.

Section 9. Property, Vehicles, Apparatus and Equipment

The MFC shall ensure that all property, vehicles, apparatus and equipment in its possession are properly repaired and maintained in good working order. Any issues shall be addressed as soon as possible. The Town will provide the allocated portion of the annual budget for repairs and preventative maintenance for all property. The MFC shall supply the Town with a copy of all bills and invoices paid for with Town funds along with application receipts.

Section 10. Title to Property

Title to all vehicles, apparatus and other equipment shall be held in the name of the Town unless otherwise specified by the Town.

Section 11. Access to Town Property

The MFC shall have the right to use and occupy the firehouse building located at 15 South Street in the Town. The areas currently occupied by the scouting organization and the American Legion shall continue to be used by these organizations, or others at the Town's discretion. The Town shall have unrestricted access to its buildings, grounds, and property with the exception of the Fire Chief's office, which will be promptly accessible upon request of the Town.

Section 12. Insurance

The Town shall provide the MFC with all necessary insurance coverage as determined by the Town. The Town shall provide motor vehicle insurance coverage for all vehicles and apparatus owned by the Town. Any purchases of vehicles, apparatus, or other equipment requiring insurance to be insured by the Town shall be subject to Board of Selectmen approval, which may not be unreasonably conditioned, withheld or delayed.

The insurance obtained for the MFC and the binder provided by the insurance agent delivered to the Town will be made available to the MFC, including all pertinent information regarding such insurance coverages and all necessary forms for obtaining the benefits thereof. The Town will provide proof of insurance and declaration pages to the MFC.

Section 13. Term

The term of this Agreement shall commence on July 1, 2018 and end on June 30, 2023, and shall automatically renew for consecutive five (5) year periods, unless either party elects to terminate this Agreement by written notice to the other party at least six (6) months prior to the end of the term or renewal term, as applicable. This agreement can only expire at the end of the term or renewal term.

Section 14. Transfer/Distribution

Immediately upon the termination or expiration of this Agreement, all Town and MFC property, equipment and assets shall continue to be utilized in providing fire service to the Town. The MFC shall execute such agreements, instruments, and documents required by the Town to effectuate and confirm such disposition.

Section 15. Amendment

This Agreement may be amended from time to time, but only by mutual written agreement of the parties.

Signature Page

Town of Morris

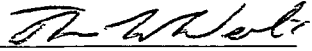
Morris Fire Company

First Selectman

Chief

Thomas Weik

Robert Ebner



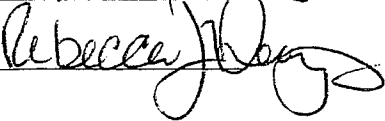


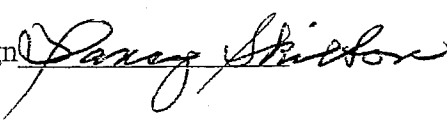
Witness:

Witness:

Print Rebecca Margaret Derangis

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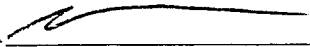
Sign 

Sign 

Morris Fire Company


President

Michael Lauretano



Witness:

Print Elena Greutzl

Sign 

Date 9-14-18