

FIRE SERVICE AGREEMENT

This Agreement made and dated as of the 1st day of January, 2024, by and between the **TOWN OF MEXICO**, a municipal corporation with principal offices at Mexico, New York, hereinafter referred to as the “Town”, and the **MEXICO VOLUNTEER FIRE DEPARTMENT, INC.**, 3284 Main Street, Mexico, New York, hereinafter referred to as the “Fire Department”.

WITNESSETH:

WHEREAS, there exists in the Town, a fire district, which said district has been in existence prior to the year 1916, and which falls under the exceptions to the provision of the Town Law as set forth in Section 186 of the Town Law of the State of New York; and

WHEREAS, the Fire Department is operating a volunteer, not-for-profit corporation, and has as one of its purposes to establish, maintain and operate a volunteer fire protection service for the Town and Village pursuant to the Laws pertaining to such in the State of New York; and

WHEREAS, the Fire Department needs and requires funds for the operation of its service and the purchase and maintenance of its equipment; and

WHEREAS, the service being provided by the Fire Department is vital to the health and welfare of the citizens of the Town and Village; and

WHEREAS, the Town of Mexico and the Village of Mexico, through a Memorandum of Understanding, have agreed that the Town shall be the sole contracting party with the Fire Department for all services previously rendered by the Fire Department to both the Village and the Town; and

WHEREAS, this Agreement is made in order to renew the yearly contract by and between the Town and the Fire Department; and

WHEREAS, the Fire Department has entered into a Service Awards Program with the Town for the purpose of compensating fire fighters annually for their service and dedication to the Town as evidence by Local Law #3, of the year 1990 of the Town of Mexico,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, it is covenanted and agreed by and between the parties hereto as follows:

1. The Fire Department covenants and agrees that at all times from the period of February 1, 2024 through January 31, 2025, it will be subject to call for attendance upon any fire or accident occurring in the Town of Mexico, including the Village of Mexico, and, when notified by alarm or telephone call, will respond and attend upon the fire or accident without delay with its company of men and suitable ladder, hose, and vehicles and will proceed diligently and in every way reasonably suggested to the extinguishment of the fire and the saving of life and property in connection therewith.

2. In consideration of the foregoing services to be rendered by the Fire Department, to the Town and Village, the Town covenants and agrees to the following:

a. The Town agrees to pay to the Fire Department, on or before February 15, 2024, the sum of TWO HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS (\$274,474.00) for the period from February 1, 2024, through January 31, 2025.

3. In consideration of the foregoing services to be rendered by the Fire Department to the Village, and pursuant to the memorandum of understanding existing between the Village and the Town, the Village has agreed to provide the following:

a. The Village agrees to furnish water service to the Fire Department station at no charge to the Fire Department.

b. The Village agrees to plow and remove snow from the parking lot in front of the Fire Department building during the winter of 2023 through 2024 at no charge to the Fire Department.

4. The Town Board of the Town shall also pay any and all claims authorized by law for medical expenses, loss of wages, compensation, benefits or other claims arising by reason of injury to or death of a volunteer fireman, or a member of the fire department sustained while working in the line of duty.

5. All monies to be paid under any provision of this Agreement shall be charged upon the fire district to be assessed and levied upon the taxable property of the district collected with the Town taxes.

6. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the Town as an additional insured on the Fire Departments insurance policies, with the exception of Volunteer Fireman's Benefits and NY State Disability insurance.

a. The policy naming the Town as an additional insured shall be purchased from an A.M. Best rated "Secure" New York State insurer. A New York State licensed insurer is preferred. The Town makes the decision to accept specific insurers. The policy shall state that the provider's coverage shall be primary and non-contributory coverage for the Town, its Board, employees and volunteers. Additional insured status shall be provided by standard or other endorsements that extend coverage to the Town for both on-going and competed operations. The

decision to accept an endorsement rests solely with the Town. A completed copy of the endorsements must be attached to the certificate of insurance.

b. The Fire Department agrees to indemnify the Town for any applicable deductibles and self-insured retentions. If requested, the Fire Department shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. The provider will also provide a copy of the policy endorsements and forms if requested.

c. Required insurance is as follows:

Commercial General Liability Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate.

Automobile Insurance: \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

Medical Malpractice Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate for the professional act of the provider performed under the contract for the Town. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. If this coverage is provided in the General Liability policy, proof of coverage must be indicated on the certificate of insurance.

Excess Insurance: \$2,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

d. The Fire Department acknowledges that failure to obtain such insurance on behalf of the Town constitutes a material breach of contract. The Fire Department is to provide the Town with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of services. The failure of the Town to object to the contents of the

certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Town.

e. The Town is a member/owner of the NY Municipality Insurance Reciprocal (NYMIR). The Fire Department further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Town but also NYMIR, as the Town's insurer.

7. This Agreement shall continue for a period of one (1) year.

8. This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties set their hands and seals.

Dated: _____

TOWN OF MEXICO

By: _____
ERIC BEHLING, Supervisor

Dated: _____

**MEXICO VOLUNTEER FIRE
DEPARTMENT, INC.**

By: _____
DENNIS SHAW, President

Dated: _____

By: _____
BENJAMIN FORBES, Chief