

CONTRACT WITH RESPECT TO FIRE SUPPRESSION, AMBULANCE, AND OTHER EMERGENCY RESPONSE SERVICES

THIS AGREEMENT is entered into by and among the TOWN OF CALAIS (“Calais”), the TOWN OF EAST MONTPELIER (“East Montpelier”), and the EAST MONTPELIER VOLUNTEER FIRE DEPARTMENT, INC., a public benefit non-profit corporation organized under the laws of the State of Vermont (“EMFD”), under authority of 24 V.S.A. §§ 4901-02 and 20 V.S.A. Chapter 175.

It is the intention of the parties to provide for the delivery of EMFD fire suppression, ambulance, and other emergency response services within the geographical limits of Calais and East Montpelier, and to provide for the funding thereof.

Accordingly, desiring to memorialize their respective understandings, the parties enter into these presents, under the following terms and conditions:

- (1) The initial term of the Contract shall be one (1) year, commencing at midnight on September 2, 2013, and expiring at midnight on September 1, 2014, and shall renew itself for successive one (1) year terms unless notice of non-renewal shall be given in writing by one party to all other parties no later than ~~five (5)~~ three (3) months prior to the initial termination date, or the termination date of each successive renewal. This Contract will be reviewed by the Boards every three (3) years and not automatically renew effective September 1, 2021.
- (2) East Montpelier and Calais each designate EMFD as its primary provider of fire suppression, ambulance, and other emergency response services within their respective jurisdictions; provided, however, that this designation shall not inhibit or restrict EMFD in its commitments, undertakings, and service delivery with respect to its participation as a member of the Capital Fire Mutual Aid Compact and its participation as a member of an emergency medical services district formed under 24 V.S.A. Chapter 71. Further, this designation shall not inhibit or restrict EMFD in its commitments, undertakings, and service delivery as a contract service provider to other municipalities provided that such contract services do not in any way inhibit or restrict EMFD in its commitments, undertakings, and service delivery to East Montpelier and Calais.
- (3) EMFD shall provide East Montpelier and Calais ambulance services in accordance with required and customary standards and practices applicable to ambulance service providers licensed to provide such services in Vermont and in accordance with the procedures and protocols set forth in Appendix A. EMFD shall, at all times, maintain in effect those licenses and certifications required of ambulance service providers and their employees.
- (4) EMFD shall provide East Montpelier and Calais fire suppression services in accordance with required and customary standards and practices applicable to fire suppression service providers and in accordance with the procedures and protocols set forth in

Appendix B. EMFD shall, at all times, maintain in effect certifications required of volunteer fire suppression service providers.

- (5) Annually, on or before the first day of December, EMFD shall furnish the Calais and East Montpelier Selectboards with:
- (a) EMFD's approved operating budget for the upcoming fiscal year with the total contribution amount expected from Calais and East Montpelier highlighted;
 - (b) A detailed request and explanation for any capital expenditure that will require town funding separate from the operating budget;
 - (c) EMFD's approved external financial audit for the previous fiscal year;
 - (d) A status report of the current year's operating budget including projections for the remainder of the current year's operating budget;
 - (e) A status report of EMFD's capital reserve funds including projections for fund status at the end of the current fiscal year; and,
 - (f) The plan of capital expenditures for the next five (5) years plus a list of capital expenditures during the current and previous fiscal years.

EMFD shall assist and cooperate with each Selectboard in analyzing and explaining its operating budget and any capital requests, and with making any recommended modifications thereof.

- (6) ~~East Montpelier and Calais shall include in each of their respective annual budgets the amount of EMFD's operating budget attributable to the respective towns. Such amounts shall be categorized and identified as related to general governmental expenditures, not as supplemental municipal budget items. The manner of presentation of any capital request will be at the discretion of the individual Selectboards. The operating budget cost share allocation methodology between the towns is set out in a wholly separate agreement from this contract entitled "East Montpelier Fire Department Cost Allocation Agreement Between the Towns of Calais and East Montpelier."~~ The manner of presentation of EMFD's operating budget or any capital request will be at the discretion of each individual Selectboard. The operating budget cost share allocation methodology between the towns is set out in a wholly separate agreement from this contract entitled "East Montpelier Fire Department Cost Allocation Agreement Between the Towns of Calais and East Montpelier."

- (7) The Calais and East Montpelier Selectboards recognize that EMFD generates earnings from EMFD's ambulance transport service. Up to 25% of net earnings in any fiscal year may be placed in a contingency fund to be used at the discretion of EMFD. The account balance of the contingency fund shall not exceed \$40,000. All other net earnings in the fiscal year will be placed in a capital reserve fund under the control of EMFD. EMFD may expend up to \$20,000 in any one fiscal year of capital reserve funds for capital expenditures at its own discretion. Any capital expenditure beyond the \$20,000 will require approval by both the Calais and East Montpelier Selectboards and, at the discretion of the Selectboards, may require approval by town voters of a warned article at Town Meeting or at a special town meeting.

- (8) EMFD shall be designated by Calais and East Montpelier as the entity in conjunction with each Selectboard to provide Vermont Land Use and Development Law (Act 250) certifications with respect to the nature and adequacy of fire suppression, ambulance, and other emergency response services within Calais and East Montpelier. Such certification shall conform to the standards promulgated by the National Fire Protection Association (NFPA), the Vermont Department of Health, and the Vermont Department of Public Safety. In this regard, EMFD shall review all Act 250 land use permit applications involving land in Calais and East Montpelier. Following such review, EMFD shall furnish the appropriate Selectboard as to the nature and adequacy of fire suppression, ambulance, and other emergency response services attendant to the proposed land development. Such findings, along with any relevant recommendations made by EMFD, shall be transmitted to the regulatory body having jurisdiction of the subject Act 250 land use permit application.
- (9) EMFD, upon request, shall advise boards and commissions of Calais and East Montpelier with respect to fire suppression, ambulance, and other emergency response services, including adequacy of access, involving land uses and development for which regulatory approval is being sought.
- (10) Until such time as a different formula shall be agreed upon by Calais and East Montpelier, the cost of EMFD capital expenditures for which funding has been directly requested from and approved by the towns shall be allocated as follows: Calais one-third (1/3) and East Montpelier two-thirds (2/3).
- (11) The Calais and East Montpelier Selectboards understand that EMFD, a public benefit non-profit corporation and not a public body, is not subject to the Open Meetings Law (1 V.S.A. §§310-314) or the Access to Public Records Law (1 V.S.A. §§315-320). Except in circumstances involving confidential matters, EMFD Board of Directors meetings are open to the public. EMFD shall provide the Calais and East Montpelier Selectboards advance notice and the agendas of all board meetings and, upon request, the minutes of all meetings in a timely manner.
- (12) The parties acknowledge that EMFD is the owner of the assets identified in Appendix C used and to be used in the provision of fire suppression, ambulance, and other emergency response services hereunder. EMFD shall be solely responsible for the care, repair, maintenance, and insurance thereof.
- (13) Except as may be explicitly provided herein this Contract shall not create a relationship of employment, agency, guaranty, or indemnification by, between, or among the parties hereto. EMFD shall be solely responsible for its employees including without limitation, payment of any payroll and other employee-related expenses.
- (14) In the event of the dissolution and liquidation of EMFD, its net assets shall be divided in the following proportion: Calais one-third (1/3) and East Montpelier two-thirds (2/3).

(15) This Contract may not be assigned by any party without the concurrence of the other parties.

IN WITNESS WHEREOF, the parties have entered into this Contract, and have caused it to be executed by their respective duly authorized officers as of the dates set forth below.

TOWN OF EAST MONTPELIER

TOWN OF CALAIS

By: _____
Selectboard Chair

By: _____
Selectboard Chair

Date: _____

Date: _____

EAST MONTPELIER VOLUNTEER
FIRE DEPARTMENT, INC.

By: _____
President, EMFD

Date: _____

APPENDIX A

Contract By and Between the Town of Calais, the Town of East Montpelier, and the East Montpelier Volunteer Fire Department, Inc. with Respect to Fire Suppression, Ambulance, and Other Emergency Response Services

Ambulance and Other Emergency Services Procedures and Protocols

- (1) The East Montpelier Volunteer Fire Department (“EMFD”) shall respond to all emergency and ambulance transport calls from any resident or person identifying or dispatching an ambulance service need in the Towns of East Montpelier and/or Calais.
- (2) EMFD shall answer all ambulance calls with personnel and equipment as determined by the EMFD Fire Chief or officer-in-charge. If the EMFD is unable to respond due to another emergency situation, it will endeavor to obtain response from another area ambulance service.
- (3) The EMFD Fire Chief or designated representative shall have the authority to call additional area ambulance services for assistance if needed, at the expense of the Towns of East Montpelier and/or Calais.
- (4) Damage to or loss of equipment or supplies incurred by EMFD in response to an ambulance call shall be the responsibility of EMFD.
- (5) Ambulance service provided hereunder by EMFD shall be available continuously each and every day this contract shall remain in force.
- (6) EMFD may contract, for a term of up to three (3) years, to provide ambulance service to other municipalities or parties. The East Montpelier and Calais Selectboards will be notified in advance of any such proposed contractual arrangement and will be provided with a reasonable opportunity to review and comment on the proposal before any such arrangement is finalized by EMFD.

APPENDIX B

Contract By and Between the Town of Calais, the Town of East Montpelier, and the East Montpelier Volunteer Fire Department, Inc. with Respect to Fire Suppression, Ambulance, and Other Emergency Response Services

Fire Suppression and Other Emergency Response Services Procedures and Protocols

- (1) The East Montpelier Volunteer Fire Department (“EMFD”) shall respond to all emergency calls from any resident or person identifying a fire service need in the Towns of East Montpelier and/or Calais.
- (2) All fire calls, whether real or false, shall be answered by EMFD with personnel and equipment as determined by the EMFD Fire Chief or officer-in-charge. If EMFD is unable to respond due to another emergency situation, it will endeavor to obtain response from another area fire department.
- (3) The EMFD Fire Chief or designated representative shall have the authority to call additional area fire departments for assistance if needed, at the expense of the Towns of East Montpelier and/or Calais.
- (4) Responsibility for direction and control of firefighting within the Town of Calais shall be determined by mutual agreement between the EMFD Fire Chief and the Woodbury Fire Chief or their designated representatives.
- (5) Damage to or loss of equipment or supplies incurred by EMFD in response to a fire call in the Towns of East Montpelier and/or Calais shall be the responsibility of EMFD.

APPENDIX C

Contract By and Between the Town of Calais, the Town of East Montpelier, and the East Montpelier Volunteer Fire Department, Inc. with Respect to Fire Suppression, Ambulance, and Other Emergency Response Services

EMFD Equipment

<u>Name</u>	<u>Year</u>	<u>Model</u>	<u>Type</u>	<u>Serial Number</u>
E2	2003	International/Vtec	Engine	1HTWCADR73J071987
E4	1995	International/E One	Engine	1HTSDADR1SH649762
R2	2014	KME	Heavy Rescue/Pumper	1K9AF4289EN058655
U1	2011	Ford F250	Utility Pickup	1FT7W2B69BEB32626
R3	2016	Ford F550 McCoy Miller	Ambulance	1FDUFSHT8GED49136
R4	2010	Ford F450 Osage	Ambulance	1FDAF4HRXAEB18831
W1	2007	Freightliner/Vtec	Tanker	1FUBCYDJ07HY05793