

**INTERLOCAL AGREEMENT FOR FIRE SUPPRESSION, AMBULANCE,
and EMERGENCY RESPONSE SERVICES**

This Agreement (the "Agreement") is made as of the ____ day of _____ 2024 (the "Effective Date") by and between the **Town of East Montpelier**, a Vermont municipal corporation with a principal place of business at 40 Kelton Road, East Montpelier, Vermont ("East Montpelier"), the **Town of Calais**, a Vermont municipal corporation with a principal place of business at 3120 Pekin Brook Road, East Calais, Vermont ("Calais"), and **East Montpelier Volunteer Fire Department, Inc.**, a domestic non-profit corporation with a principal place of business at 54 Village Acres, East Montpelier, Vermont ("EMDF"). East Montpelier, Calais, and EMDF are referred to collectively as the "Parties" and individually as a "Party." This Agreement is an interlocal contract made under the provisions of 24 V.S.A. §§ 4901-4902.

In consideration of these premises and the mutual covenants herein set forth, the Parties agree as follows:

1. Term. The initial term of this Agreement shall be _____ () years, commencing at midnight on July 1, 2024 (the "Initial Term"). Thereafter, the Agreement shall automatically renew for successive _____ () year terms (each, a "Renewal Term") unless notice of non-renewal is given in writing by one Party to all other Parties no later than twelve (12) months before the expiration of the Initial Term or the expiration of any Renewal Term.

2. Designation of EMFD as Primary Provider. East Montpelier and Calais designate EMFD as the 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 concerning 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. Ambulance Services. 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. Fire Suppression Services. 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 the licenses and certifications required of volunteer fire suppression service providers.

5. EMDF Proposed Annual Operating Budget. Annually, on or before the first day of December, EMDF shall furnish the Calais and East Montpelier Selectboards with the following:

- (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 making any recommended modifications thereof.

6. Allocation of EMDF Operating Costs, Capital Expenditures, and Capital Improvement Costs Between East Montpelier and Calais.

- a. Operating Budget. The cost of the EMFD Proposed Annual Budget shall be allocated as follows: Calais one-third (1/3) and East Montpelier two-thirds (2/3).
- b. Capital Expenditures. The cost of EMFD capital expenditures and capital improvements to the Emergency Response Facility at 54 Village Acres in East Montpelier shall be allocated as follows: Calais one-third (1/3) and East Montpelier two-thirds (2/3).
- c. 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).

7. East Montpelier and Calais Proposed Annual Budgets. Upon agreement of the Parties regarding the EMDF Proposed Annual Operating Budget described in Section 5, the East Montpelier and Calais Selectboard shall support said agreement and endeavor to raise the amount of EMDF's annual operating budget allocated to each town. The manner of presentation of EMDF's annual operating budget or any capital request will be at the discretion of each Town's Selectboard.

8. EMFD Expenditures. All EMFD operating expenses shall be paid by EMFD in accordance with the approved EMFD annual operating Budget from the funds raised and appropriated to EMFD by East Montpelier and Calais described in Section 7.

9. Other EMFD Earnings. Calais and East Montpelier 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 for use 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 an annual or special town meeting.

10. Act 250. 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 concerning 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 (NFP A), 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 regarding the nature and adequacy of fire suppression, ambulance, and other emergency response services attendant to the proposed land development. Such findings and any relevant recommendations made by EMFD shall be transmitted to the regulatory body having jurisdiction over the subject Act 250 land use permit application.

11. Advisory Services. EMFD, upon request, shall advise boards and commissions of Calais and East Montpelier concerning fire suppression, ambulance, and other emergency response services, including adequacy of access, involving land uses and development for which regulatory approval is being sought.

12. Relationship of the Parties. This Agreement does not create a relationship of employment, agency, guaranty, or joint venture by, between, or among the Parties. EMFD shall be solely responsible for its employees, including, without limitation, payment of any payroll and other employee-related expenses. No provision in this Agreement shall create or confer any benefit with or rights to any third parties nor give to third parties any claim or right of action beyond such as may legally exist in the absence of any such provision. Nothing in this Agreement shall constitute a waiver by the Parties of any statutory limits or immunities from liability.

13. Indemnification. EMDF shall indemnify and hold harmless East Montpelier and Calais and their respective officers, agents, volunteers, and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys' fees, liens, and judgments of every nature, and description brought or recovered against them by reasons of any act or omission of EMDF, its agents, employees, or sub-contractors, in the provision of the fire suppression, ambulance, and emergency response services contemplated under this Agreement. EMDF shall defend East Montpelier and Calais and their respective officers, agents, volunteers, and employees against all claims or suits arising in whole or in part from any act or omission of EMDF or any EMDF agent. East Montpelier and Calais shall notify EMDF in the event of any such claim or suit. EMDF shall immediately retain counsel and provide a complete defense against the entire claim or suit. Notwithstanding any contrary provision hereof, all of the rights and obligations of this Section 12 shall survive expiration or termination (for any reason) of this Agreement and remain in full force and effect.

14. Insurance. EMDF will provide and maintain during the entire term of this Agreement the following insurances with at least the indicated amounts of coverage and provide East Montpelier and Calais certificates of insurance showing such coverages before providing any services under this Agreement: (1)

Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. The Contractor's policies shall name the Town as an additional insured. If EMDF is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance, EMDF shall provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts EMDF from having to carry such coverage.

15. EMDF Meetings. The parties acknowledge and agree that EMFD is not subject to the Vermont Open Meeting Law (1 V.S.A. §§310-314) or the Vermont Public Records Act (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 its board meetings and, upon request, the minutes of all meetings in a timely manner.

16. EMDF Assets. 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.

17. Assignment, Subcontracting. No Party may assign this Agreement without the prior written agreement of the other Parties. EMFD shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the prior written approval of East Montpelier and Calais and subject to such conditions and provisions as East Montpelier and Calais may deem necessary or desirable in their sole discretion.

18. Amendment. This Agreement may not be amended except by the Parties' mutual written agreement. If a Party wishes to propose an amendment to this Agreement at any time, the Party shall give notice in writing to the other Parties at least two months before the next joint meeting, stating the reason for the proposed change and suggested language. Upon receiving such notice, EMFD shall place the item on the agenda for the next joint meeting. Upon a favorable vote of all the Parties, the written amendment shall be incorporated into the Agreement.

19. Entire Agreement. This Agreement, including the Exhibits and Appendices hereto, embodies the entire agreement and understanding of the Parties concerning the relationship and undertakings contemplated by this Agreement. Except as set forth below, this Agreement supersedes all prior agreements and contracts, oral or written, express or implied, between or among the Parties concerning the subject matter hereof, including, without limitation, the following agreements and contracts, and any amendment thereto:

- a. Interlocal Agreement _____, September 2008.
- b. "Contract With Respect to Fire Suppression, Ambulance and Other Emergency Response Services," dated January 25, 2010.

c. "Cost Allocation Agreement Between the Towns of Calais and East Montpelier," dated June 3, 2013, and June 24, 2013.

d. "Contract With Respect to Fire Suppression, Ambulance and Other Emergency Response Services," dated July 12, 2021, August 12, 2021, and August 27, 2021.

e. "Memorandum of Understanding between the East Montpelier Volunteer Fire Department, Inc. and the Towns of Calais, Vermont & East Montpelier, Vermont," dated _____, 2017.

This Agreement does explicitly not supersede the following:

a. "Financing and Land Use Agreement Between the Towns of Calais and East Montpelier, VT" dated June 30, 2010, recorded at Book 155, Pages 52-53 of the East Montpelier land records.

b. "Lease of the East Montpelier Emergency Services Facility," dated September 2, 2010.

19. Governing Law. This Agreement shall be governed by the laws of the State of Vermont without reference to principles of conflicts of laws. The Courts of the State of Vermont shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement as of the Effective Date written above.

TOWN OF EAST MONTPELIER

EAST MONTPELIER VOLUNTEER FIRE DEPT. INC.

By: _____
Selectboard Chair, Duly Authorized

By: _____
President, Duly Authorized

TOWN OF CALAIS

By: _____
Selectboard Chair, Duly Authorized

APPENDIX A

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

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

EMFD Equipment

| Name | Year | Model | Type | Serial Number |
|------|------|----------------------------------|---------------------|--------------------|
| 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 | | 1 FDUFSHT8GED49136 |
| R4 | 2010 | Ford F450 Osage | Ambulance | 1FDAF4HRXAEB 18831 |
| W1 | 2007 | Freightliner/Vtec | Tanker | 1 FUBCYDJ07HY05793 |

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