

## Memorandum of Agreement

This memorandum of Agreement (MOA) is an agreement entered between the Central Vermont Public Safety Authority (CVPSA), a union municipal district, and the Capital Fire Mutual Aid System, Inc (CFMAS), a union municipal corporation constituting fire departments as members, for identifying the terms and conditions for CFMAS to join the CVPSA as a member.

The following terms and conditions are agreed by both parties.

1. CFMAS agrees that a vote of their membership, voting at a duly warned meeting, warned for approving this MOA and the terms and conditions outlined shall take place. If a majority of the voter's present and voting at this meeting approve the agreement, the clerk of the CFMAS shall certify to the Secretary of the CVPSA and the CFMAS shall be a member. Membership shall be effective upon signing of this agreement.
2. The CFMAS understands and agrees that upon a majority vote to join the CVPSA, the CVPSA charter becomes the controlling document associated with membership for CFMAS in CVPSA.
3. The CVPSA Board of Directors agrees that membership in CVPSA by CFMAS only pertains to dispatching services. Membership by CFMAS does not involve the individual Towns that send delegates to CFMAS. The CVPSA will not coordinate the services of fire departments who are members of CFMAS. The CVPSA may, if requested by CFMAS, help CFMAS in any planning they wish help in.
4. The CFMAS shall appoint two directors to serve on the CVPSA Board of Director's in accordance with the CVPSA Charter, Chapter 901, Section 7. The CFMAS, as a member, will be eligible for its voters to run for an at-large director position in accordance with the CVPSA Charter, Chapter 901 Section 8(b).
5. The CFMAS two at large directors shall vote as full members of the CVPSA.
6. The CVPSA and the CFMAS agree the contract, for providing fire dispatching service with the City of Montpelier shall remain in effect until the City of Montpelier "cedes authority" to the CVPSA for managing and directing dispatching services and the funds for operating dispatching are transferred to CVPSA. The contract and the costs paid for dispatching services shall revert to the CVPSA, in keeping with any contractual agreements and provisions of law, once authority to manage and direct dispatching is received by the CVPSA.
7. The CVPSA acknowledges that a consolidated single site dispatching center is of interest to CFMAS and will develop a plan for this type of service and work with CFMAS in developing such a plan.
  - a. This consolidated single site dispatch center shall be staffed in a way to provide the same quality or better service as is received today. The CFMAS system understands that quality service is a policy issue that is influenced by the Board of Directors of the CVPSA. By having two Board of Directors members CFMAS will be able to influence quality issues, be able to grieve complaints and help guide policy decisions of the Board.

8. The CVPSA agrees that expanding dispatching services is in the best interest of both the CVPSA and CFMAS and will work towards bringing more public safety entities into this service.
9. The CFMAS shall not be required to pay any additional costs for becoming a member of the CVPSA until a predecessor contract for dispatching from the current one with Montpelier is negotiated (FY 21).
  - a. CFMAS will not be responsible for any debt incurred by the CVPSA prior to CFMAS joining CVPSA and unless voted on in accordance with the CVPSA Charter.
10. The CVPSA and CFMAS agree to re-negotiate the contract for dispatching services upon the conclusion of the existing contract if the City of Montpelier "cedes authority" to CVPSA to provide management and direction for dispatching.
  - a. The financial terms of the new contract shall include the cost of administering the CVPSA and the new dispatch services.
  - b. The CFMAS may opt out of this membership agreement at this time if reasonable costs cannot be negotiated.
11. The CVPSA and the CFMAS will work collaboratively in developing a capital equipment replacement plan and a plan, if desired, for ownership of any new equipment.
12. The CVPSA and the CFMAS will work collaboratively to ensure that all the CFMAS member towns understand the costs of receiving dispatching services through the CVPSA.
13. The CVPSA will work collaboratively with CFMAS, if requested, in preparing a cost sharing plan for providing a new simulcast radio system.

The above represents the entirety of this MOA, approved on 20<sup>th</sup> day of September, 2018 by the authorized representatives of the CVPSA and CFMAS.

Walter Bottefeld Jr President  
Capital Fire Mutual Aid System

Michael Smith Vice Chair CVPSA  
Central Vermont Public Safety Authority

Executive Director's note regarding the signed MOA with the Capital Fire Mutual Aid System

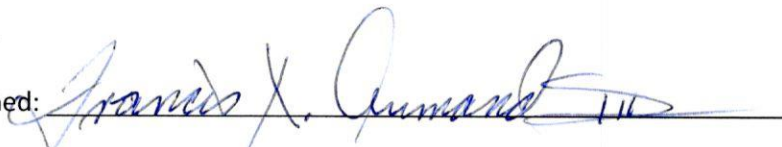
This signed memorandum of agreement was approved by the Capital fire Mutual Aid System, Inc. (CFMAS) at a properly warned meeting of the CFMAS membership on July 18, 2018 with a vote of 15 in favor, 6 opposed and 1 abstention.

This memorandum of agreement was signed by Walter (Skip) Bothfeld Jr, president of CFMAS and sent via mail to the Executive Director of the CVPSA. It was received on or about September 14, 2018.

Sally Dillon and Will Schwarz have been appointed as Directors, representing CFMAS. CFMAS have requested two of there members serve as alternates/proxies. The decision of proxies was held off until the next meeting.

The CVPSA Board of Directors at their meeting on September 20, 2018 voted to approve the MOA and welcome the representatives of CFMAS into the organization. The MOA on behalf of CVPSA was signed by Mike Smith, Vice Chair as the Chair was absent.

Signed:

A handwritten signature in blue ink that reads "Francis X. Aumand III". The signature is written over a horizontal line.

Francis X. Aumand III, Executive Director, CVPSA

A handwritten date in blue ink that reads "9/21/2018". The date is written over a horizontal line.

Date