

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) dated January __, 2023, (the “Effective Date”) is by and among [list CFMAS members] (referred to together as the “Parties” and individually as “Party”).

WHEREAS, pursuant to Title 20, Chapter 175, Subchapter 3 of the Vermont Statutes Annotated, various municipalities in and around the central Vermont area formed the Capital Fire Mutual Aid System (“CFMAS”);

WHEREAS, CFMAS adopted and filed its Articles of Association with the Vermont Secretary of State’s office on September 24, 1970;

WHEREAS; CFMAS adopted By-Laws on January 19, 1977, which have subsequently been amended several times;

WHERE, the Parties, which are the current members of CFMAS, have developed an emergency radio equipment replacement plan that will entail the purchase and replacement of an emergency radio system that will serve the members’ communities (the “Plan”); and

WHEREAS, in order to fund the Plan, CFMAS intends to receive grant funds from the State of Vermont to offset the costs of implementing the Plan.

NOW THEREFORE, the Parties agree to work toward the Project upon the following terms and conditions:

1. CFMAS and the Parties agree to accept grant funds to use solely for the Project and also agree to comply, both individually and collectively, with the requirements of the grant.
2. The Project funds shall be maintained in an account separate from all other non-Project funds and shall only be used to support the Project.
3. The Parties agree to equitably share in the costs of maintenance of the Project and Project-related facilities for ten (10) years after the date of its initial operation.
4. The Parties agree to accept a ten-year funding commitment for the replacement equipment and agree to use their annual budgeting process to appropriate the necessary funds for operation and maintenance of the Project.
5. The Parties agree to participate in the operation of the radio system and in CFMAS generally for at least ten (10) years after the date of the Project’s initial operation.
6. The Parties affirm that their respective fire chiefs are CFMAS member delegates, or they shall notify CFMAS of who the fire chief has appointed and authorized to act on behalf of the member in CFMAS matters.

7. In instances where the fire chief is not going to serve as a voting delegate for a member in a CFMAS meeting, he or she must provide notice of the alternative voting delegate to the President in advance of that meeting.
8. The Parties acknowledge that the City of Montpelier is the fiscal agent for the grant; provided however, once constructed, CFMAS will assume ownership and operation of the Project equipment.
9. The Parties hereby reaffirm their membership in and commitment to the effective operation of CFMAS.
10. There Parties endorse and affirm the CFMAS By-Laws.
11. This MOU shall be governed by the laws of the State of Vermont, without regard to any conflict of laws principles. The Parties shall attempt in good faith to resolve all disputes arising under or with respect to the MOU promptly by negotiation, as follows. A Party may give the other Parties written notice of any dispute not resolved in the normal course of business. Representatives of the Parties shall meet at a mutually acceptable time and place within fifteen (15) business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and attempt to resolve the dispute.
12. NOTWITHSTANDING ANY PROVISION IN THIS MOU TO THE CONTRARY, NO PARTY SHALL BE LIABLE TO THE OTHER PARTIES FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES, ARISING OUT OF THIS MOU.
13. The Parties will each pay their own transaction expenses, including the fees and expenses of advisors, incurred in connection with the proposed transaction.
14. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the _____ and _____ have set their hands as of the Effective Date.

[PARTY]

By: _____
 Name:
 Title:

[PARTY]

By: _____
 Name:
 Title: