

1 **Interlocal Fire Protection and Response Agreement**
2 **Between the Town of Hinesburg and the Town of St. George**

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5 ***Section I. Purpose***

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7 The Town of Hinesburg and the Town of St. George enter into this agreement pursuant to 24
8 V.S.A. § 4901 and 4902 for the provision of fire protection and response. The agreement
9 supplants all previous agreements for the provision of fire protection and response services
10 between the Town of Hinesburg and the Town of St. George.

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12 ***Section II. Services***

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14 a) The Town of Hinesburg (“Hinesburg”), through the Hinesburg Fire Department
15 (“Department”) agrees to provide fire protection and response services to the Town of St. George
16 (“St. George”).
17 b) Hinesburg shall be responsible for and have sole jurisdiction over the management of the
18 Department, including but not limited to, all paid and/or volunteer firefighters or other
19 employees and equipment essential for the provision of fire protection and response services.
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21 ***Section III. Fire Protection and Response Services Fee***

- 22 a) The fee for the provision of fire protection and response services shall be based on the average
23 actual annual per capita costs of the Department for the preceding five fiscal year period. The
24 five fiscal year period as it correlates to the agreement, is FY10 through FY14.
25 b) The annual per capita costs shall be based upon the actual operating, capital, and debt service
26 expenditures related to the Department. The actual operation, capital, and debt service
27 expenditures will be provided to St. George by October 15th.
28 c) Total population for the service area, as determined by the 2010 U.S. Census, will be used as
29 the basis for calculating the per capita costs, along with actual expenditures.
30 d) The per capita fee shall be adjusted in September for each year of the agreement, and provided
31 to St. George by October 15th.
32 e) St. George will be provided an invoice for the fiscal year commencing on July 1st by October
33 15th of each year of the contract period.
34 f) The fire protection and response services fee shall not exceed \$29,500.
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36 ***Section IV. Term***

37 The term of this agreement is July 1, 2015 and to June 30, 2016.
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39 ***Section V. Dissolution***

40 The agreement may be dissolved by Hinesburg and St. George upon mutual agreement of the
41 two boards, as determined by an action to dissolve the agreement securing passage by a majority
42 of members of both legislative bodies.
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44 ***Section VI. Signatures***
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