

TOWNSHIPS of CENTERVILLE, CLEVELAND, KASSON and SOLON  
INTERLOCAL FIRE DEPARTMENT AGREEMENT

Effective

*Date\_ THROUGH Date\_*

for the operation and control of the

**CEDAR AREA FIRE & RESCUE**

INTERLOCAL FIRE DEPARTMENT AGREEMENT made this \_\_\_ day of \_\_\_\_, 201\_ by and between the TOWNSHIPS OF CENTERVILLE, a municipal corporation, with offices at 5419 S. French Road, Cedar, MI 49621, CLEVELAND a municipal corporation, with offices at 955 W. Harbor Haw, Maple City, MI 49664, KASSON a municipal corporation, with offices at 10988 S. Newman Rd., Maple City, MI 49664 and SOLON, Municipal Corporation, with offices at 9191 S. Kasson Street, Cedar, Michigan 49621.

**WITNESSETH:**

**WHEREAS** The Urban Cooperation Act (P.A. 7 of 1967), as amended, provides authority for Townships to enter into Inter-local agreements for the performance of governmental functions jointly which each could do separately; and

**WHEREAS**, P.A. 33 of 1951 also authorizes such a cooperative fire protection agreement,

**WHEREAS** the aforesaid Townships have for many years cooperated in furnishing fire protection services throughout their respective jurisdictions through a single fire department jointly funded by said Townships and are currently continuing to operate such a joint Fire Department also known as the Solon-Centerville Fire Department; and

**WHEREAS** such Townships wish to continue such operation through the within formal agreement under the Urban Cooperation Act of 1967.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Termination of Previous Agreements**

The previous agreements between Solon Township and Centerville Township for the

creation and the operation of a joint Fire Department are hereby terminated and superseded by the within Agreement. Centerville, Cleveland, Kasson and Solon Townships agree to repeal any ordinance(s) that are in conflict with this agreement.

**2. Establishment of Fire Department**

Pursuant to the Urban Cooperation Act of 1967, as amended, therein hereby created and established the “Cedar Area Fire & Rescue” (hereinafter “Fire Department”), as a separate legal and administrative entity and public body under the aforesaid statute with such authority, duties and limitations as herein set forth.

**3. General Purpose**

The general purpose goal is to ensure the department runs smoothly and meets community expectations and to be supported through a mutually agreeable and uniform funding mechanism to provide fire protection and other emergency services throughout the following described area:

- a. The entire Township of Centerville.
- b. The entire Township of Cleveland.
- c. The entire Township of Kasson.
- d. The entire Township of Solon.

**4. Management of Fire Department**

- 1. The Fire Department shall be governed, managed and controlled by a Fire Board consisting of an appointed representative and an alternate with a four year term from each Township, who must be a resident of the local government from which they were appointed and one (1) member-at-large.
- 2. Board members shall serve at the pleasure of the legislative body that appointed them. The fire chief of the Cedar Area Fire & Rescue shall be an ex-officio, non-voting member of the Fire Board operating in an advisory capacity only.
- 3. The Fire Board shall be composed of five members. The four (4) appointees, one from each Township, and a member at large. The member-at-large will be nominated by the 4 township representatives to the Fire Board and must be approved by a majority of the 4 township boards.
- 4. The township representatives will serve 4 year terms. At the onset of this agreement, a lottery will be taken of the four and one will serve a term for 4 years, one for 3 years, one for 2 years and lastly, one for 1 year to achieve staggered terms. The member-at-large will serve a 2 year term.
- 5. Fire Board vacancies occurring during a member's term will be filled within 30

days by the township represented by the member or by the nomination and approval process for the member-at-large.

6. Fire Board members will be compensated \$100.00 per meeting plus the current IRS mileage rate. This compensation will be included in the Fire Board budget.
7. Said Fire Board shall meet in open meeting sessions, properly noticed in accordance with the Open Meetings Act of the State of Michigan, not less than once every three months during each calendar year. Unless otherwise provided in the within agreement.
8. All actions of the Fire Board shall be by majority vote of a quorum of the membership. A quorum shall consist of a majority of the members (or his/her alternate) of said Board.
9. An election of said board shall determine the chairman, vice-chairman, secretary, treasurer or a combined position called secretary/treasurer.
10. A person may be hired by the Fire Board as the recording secretary of the Fire Board. This person shall prepare the agenda and minutes of the Fire Board meetings and shall maintain the records of the Fire Board.
11. A qualified bookkeeper or bookkeeping firm shall be hired by the Fire Board to maintain the accounts of the fire department.
12. The recording secretary and the bookkeeper shall serve at the pleasure of the fire board and will have no voting privileges.
13. The Fire Board accounts shall be audited by a certified public accountant every two years with such audit reports being furnished to the appropriate federal and state agencies and to each participating Township Board.
14. The Fire Board may adopt such bylaws, rules and procedures, not inconsistent with the within Agreement as it shall determine necessary for its internal operation.

## **5. Fiscal Year and Budget**

1. **Fiscal year.** The Fire Department Fiscal Year shall be from April 1 through March 31 .
2. **Budgets and 5 year plans**
  1. Before transfer to the new Fire Board under this agreement a 5 year projected budget plan for both operations and capital expenditures to be used as a guideline will be offered. In addition a 2 year actual operating and capital budgets will be agreed upon by the 4 parties of this agreement to be used by the new Fire Board for its first two years of operation.
  2. After the first 2 year cycle, the new Fire Board shall prepare the budgets, in 2

year increments, with the proposed expenditures for the upcoming fiscal years.

1. Operational budget increases for each two year budget cannot exceed 10% of the last year of the previous 2 year budget.
2. Adjustments to the second year of a two year budget may be made but cannot exceed 5% of the first year of the current budget cycle.
3. The capital budget will be separated from operations and funds held in a dedicated account. The percentage constraints do not apply to the capital budget.

3. The Cedar Area Fire & Rescue Board will prepare a 5 year budget plan every 5 years to guide decisions in budgeting. The five year plan will reflect the percentage constraints outlined above. Each 2 year budget will adhere to the objectives of this plan.

4. All plans and budgets are to be set and agreed upon by the township boards 6 months prior to the fiscal year in which the plan or budget would apply.

1. If any of the four township boards declines to approve the proposed budget, the Fire Board will operate under the previous fiscal budget until all parties agree on a new operating budget.

5. The percentage constraints outlined above may be set aside for any budget year by a unanimous vote of the four participating townships.

### 3. **Funding**

1. **Funding Formula** Each of the participating townships funding share shall be one quarter of the department yearly budget.

#### 2. **Separate Funds for Operations and Capital Expenditures**

1. Funds for operations and capital expenditures will be itemized separately and held in dedicated accounts.
2. Separate annual assessments will be made for operations and capital expenditures.

#### 4. **Special capital assessment for Cleveland and Kasson townships**

1. To offset the equity in equipment contributed by Centerville and Solon townships. Cleveland and Kasson townships will pay an additional 10% assessment of the annual capital budget for 5 years.
2. This money will be held in the capital expenditure funds account for use in funding only capital expenditures.

5. **Sale of Vehicles and Equipment** Funds from the sale of any vehicles or equipment will be placed in the capital expenditures fund for use in funding only capital expenditures.

6. **Quarterly Payments.** The townships will make quarterly payments to the Fire Department to cover their portion of the Fire Departments budget. Payments will be made on or before the first business day of January, April, July and October.

7. **Invoicing for Fire Protection or Emergency Medical Support Service.** The Fire Department may invoice for fire protection or emergency medical services provided.

**6. Joint Fire Board Authority**

In addition to other authority provided in the within Agreement, the Fire Board shall have full responsibility for the management and operation of the Fire Department including, without limitation, the following:

1. All Solon-Centerville personal, including the Fire Chief, will transfer to Cedar Area Fire and Rescue. No initial changes will be made to employee's wages, seniority, or any other benefits that the employee enjoyed while employed by the Solon-Centerville Fire Department.
2. The Cedar Area Fire and Rescue Board will initially review all employee evaluations and statuses in light of the job qualifications, requirements, and performance expectations, established under Section 1 paragraphs 3, 5, 7, and 9 below, once these are established and put into place during the 120 day transition period established in Section 10 of this agreement. Changes in employment may be made in light of these policies and review.
3. Establishing the qualifications, job requirements and performance expectations for the Fire Chief and the hiring of a Fire Chief;
4. Establishing a process for annually evaluating the Fire Chief's performance;
5. Establishing the qualifications, job requirements and performance expectations for fire department officers and fire department personnel;
6. Annually reviewing the Fire Chief's individual evaluations of the Fire Department's personnel;
7. Aid the department in setting the job description, duties and responsibilities of all Fire Department personnel;
8. Final approval of all personnel recommended for hire by the chief;
9. Establishing policies for review of personnel performance, procedures for improvement and discipline, procedures for dismissal from employment, and procedures for appeal of personnel management decisions;
10. Establishing procedures for working with the Fire Chief, the officers and the department personnel, and/or their representatives, to determine compensation packages and conditions of employment;
11. Provide feedback to aid the Fire Chief in the preparation of a budget;
12. The delegation of duties and responsibilities to the Fire Chief;
13. The securing and maintaining of liability insurance covering all capital assets owned or operated by the Fire Department and covering all Fire Department personnel, as well as third parties and property which may be injured or damaged by the improper operations of the Department and not protected by

- governmental immunity;
14. Set standards for the Fire Chief concerning maintenance and repair of all Fire Department equipment and assets owned or utilized by the Fire Department;
  15. The negotiating and execution of any mutual aid fire protection agreements with adjoining municipalities that are not part of the four above-named participating Townships.
  16. The acquisition of all Fire Department equipment, buildings, property and assets within the limits of the annual budgets approved by the participating Township Boards or which might otherwise specifically be authorized by said Township Boards. Such acquisition can include construction, purchasing or leasing such assets.
  17. Accept gifts, grants, or bequests to the Fire Department.
  18. The Fire Board does not have authority to levy taxes or special assessments.
  19. No borrowing of funds nor installment purchases shall be engaged in by the Fire Board without the approval of each of the participating Township Boards.
  20. The Cedar Area Fire and Rescue Board will honor any formal agreement the Solon-Centerville Fire Board has entered into. The Fire Board may seek to renegotiate any formal agreement the previous board has entered into. The Cedar Area Fire and Rescue Board is not bound by any previous agreement once that agreement has expired, nor is it bound by any policy, understanding, or informal agreement established by the previous board.

**7. Property (See appendix A for the list of vehicles and equipment)**

**1. Personal Property Contribution** Upon approval of this agreement by the four townships the vehicles and equipment titled to Centerville and Solon townships will be leased to the Fire Department for \$1.00 for the term of this agreement.

1. All loose equipment on the vehicles is included in the lease
2. When leased, the Fire Board will be responsible for operating, depreciating, replacing, repairing, and insuring the vehicles and equipment.
3. The Fire Board may sell this leased equipment and then shall place the funds from the sale in the capital expenditures fund.
4. If this Fire Board is not extended beyond the term of this agreement, any vehicles and equipment, covered in the lease must be returned to Centerville and Solon townships.

**2. Fire Station** Upon approval of this agreement by the four townships the Cedar Fire Station titled to Centerville and Solon townships will be leased to the Fire Board for \$1.00 for the term of this agreement.

1. The Fire Department must pay all costs of upkeep, maintenance and repairs of the Cedar fire station.
2. Capital improvements to the Cedar fire station will be paid for by Centerville and Solon townships.
  1. Any capital improvement proposed to the Cedar Fire Station by the Fire Board must be approved by Centerville and Solon Townships.

3. Equity from any capital improvement will belong to Centerville and Solon Townships if the agreement is not extended or the Fire Department is liquidated.

**3. Substations** The Fire Board may make recommendation regarding the creation of a substation to provide services within an area.

1. The township desiring a substation must approve, fund, and construct the substation at its sole cost and expense.
2. Any substation created will be the sole and exclusive property of the township creating the substation.
3. A substation must be built to the Fire Board's specifications.
  4. As long as the township creating the substation is a party to this agreement, that township must permit the Fire Department to occupy and use the substation, for no additional compensation, to provide fire protection and emergency medical support services.

**4. Maintenance Costs and Capital Expenses**

1. The Fire Board must pay maintenance costs, which are defined as replacing or repairing existing buildings and equipment.
2. The township that owns a building or equipment must pay capital improvement costs, which are defined as adding to or improving buildings or equipment.
3. The Fire Board may recommend the assumption of the cost of a capital expense by all the townships for consideration by the townships. Approval of the expense requires a unanimous vote by the four townships.

8. **Insurance** The Cedar Area Fire & Rescue shall insure their own risk with respect to any casualty which damages the fire station or the equipment, supplies and other tangible personal property located therein.

1. The Cedar Area Fire & Rescue shall obtain public liability insurance covering the fire station premises with a single limit of no less than \$1,000,000.00 per person and occurrence.
2. All real and personal property and equipment of the Fire Department shall be insured by the The Cedar Area Fire & Rescue in amounts not less than the replacement cost of similar property and equipment with all loss payable to said Fire Department.
3. Workers' Compensation shall also be maintained by the Cedar Area Fire & Rescue covering all fire personnel.
4. Personal injury and property damage insurance shall be maintained in not less than \$1 million per occurrence. Such insurance shall not, however, be considered any defense or admission against the governmental immunity of the Fire Department, its Fire Board and personnel.

9. **Expenditures**

Expenditures from the Cedar Area Fire & Rescue Fire Fund shall be made by the Fire Board

Treasurer upon direction of the Fire Board unless there are inadequate monies in the fund for such expenditure. The hired bookkeeper shall supply an annual financial statement of the fund at the end of each fiscal year to the Fire Board. This annual financial statement shall be provided within 45 days of the end of the fiscal year.

**10. Implementation of Agreement**

This agreement will take effect upon the affirmative vote of all 4 townships. Upon adoption of this agreement a transition period will begin. The Solon-Centerville Fire Department Board will continue to manage the Cedar Fire Department during this transition period. Each township will then appoint a member to the new Fire Board within 30 days following adoption of this agreement. The new Fire Board will meet within 14 days of the appointment of the four township members of the board. The new Fire Board will proceed to meet the requirements of this agreement including adopting bylaws, nominating a member-at-large candidate, developing a budget, developing policies, and conducting staff reviews. The new Fire Board will meet as frequently as required to complete the initial tasks to effect a transition to its management of Cedar Area Fire and Rescue. The new Fire Board will complete the transition tasks within 120 days of the adoption of this interlocal agreement. At the end of this 120 day period the Solon-Centerville Fire Department Board will be dissolved by resolutions of the Centerville and Solon Township Boards. The Cedar Area Fire and Rescue Board will then assume full management of the Fire and Rescue Department.

11. **Term of Agreement** This Agreement shall continue for an initial term of 10 (ten) years from the date hereof, and then shall be automatically renewed for additional successive terms of 10 (ten) years each, unless written notice be given by resolution of a township board at least 180 days prior to the end of any fiscal year of the Fire Board, of that party's intent to withdraw from the Agreement at the expiration of the appropriate fiscal year.
1. Withdrawal within the first 5 years of membership shall require the approval of the other 3 townships and would result in the forfeiture of any equity accumulated.
  2. Withdrawal after 5 years as a member with a resolution of notice 6 months prior shall have the approval of 2 other township, and would allow recovery of equity over several years per a mutually agreed upon formula to be determined at that time.
  3. This agreement may be reviewed after each 5 year period, or anytime upon the request of all four participating townships, in an effort to address any issues that might have developed.
  4. Any recommended changes require the consent of all four townships.
  5. This agreement may not be unilaterally terminated except in the manner prescribed in this paragraph.

**12. Effect of Termination of Agreement**

Upon termination of this Fire Board, each Township shall have the right to sole possession and control of any fire vehicle, equipment or other personal or real property to which the Township has sole title. If Centerville, Cleveland, Kasson and Solon Townships



have joint title to any vehicles, equipment or property used by the Fire Department, then such property shall be sold at its fair market value and the proceeds there from divided between Centerville, Cleveland, Kasson and Solon Townships in the same proportion paid by each Township in purchasing such item of property. Solon and Centerville Townships would reserve the right to have first option to purchase on any above said sale of jointly owned items.

Upon termination of this Fire Board, all activities of the Fire Department and the Fire Board created hereunder shall cease except as are necessary to carry out the terms of this paragraph. All personal and *real property* owned by the Fire Department, other than the joint titled above, shall promptly thereafter be sold by the Fire Board for such prices and such terms as the Fire Board shall determine. Solon Township or Centerville Township may purchase such items from the Fire Department. After all of the assets of the Fire Department have been liquidated, and all unpaid debts, expenses and costs have been paid in full, the remaining shall be divided equally between the four Townships.

**13. Arbitration**

In the event of any dispute between the participating Township Boards concerning any provisions of the within Inter-local Agreement which cannot be resolved through negotiation between the respective four Township Boards within 60 days of the initial date of the occurrence of such dispute, such dispute shall be resolved by binding arbitration as follows: each Township shall appoint an arbitrator within two weeks of receipt of notice from another member Township of the need for arbitration. The four appointed arbitrators shall select a fifth arbitrator within an additional two weeks of the appointment of the last of the four arbitrators. The five arbitrators shall conduct an investigation and hearing on the dispute within an additional two weeks following the appointment of the fifth arbitrator or within such additional time as the five arbitrators determine necessary and shall then render a decision on the dispute. Such decision shall be binding upon the member Townships and shall be enforceable where necessary in circuit court. Each Township shall be responsible for the cost of its appointed arbitrator with the fifth arbitrator's cost being shared equally by each of the four Townships. In the event the four initial arbitrators are unable to agree upon a fifth arbitrator, the fifth arbitrator shall be selected and appointed by the then chairman of the Leelanau County Board of Commissioners.

**14. Priority**

The terms of this agreement shall govern and be superior to all bylaws, rules, policies, job descriptions and other written documents developed by the Fire Board, the Fire Chief, or any Fire Department personnel. In the case of a conflict between any such document and the terms of this agreement, this agreement shall control and prevail.

**15. Indemnification**

In accordance with MCL 691.1408 pertaining to any civil or criminal claims or actions against any representative, officer, employee or volunteer, fire person for events occurring during and within the scope of the persons authority and committed in the course of such

persons employment or performance of authorized duties, each participating Township agrees to indemnify, defend, provide legal representation, and reimburse said person for 1/2 of such person's costs, awarded or settled damages and legal expenses. The extent and limitations of this support is more fully set forth in said MCL 691.1408.

**16. Agreement Processing**

This Agreement shall be submitted to the governor of the State of Michigan for his/her approval and following such approval shall be filed with the Leelanau County Clerk and the Michigan Secretary of State pursuant to the provisions of the Urban Cooperation Act of 1967, as amended.

**17. Miscellaneous**

A. This Agreement and all rights and obligations hereunder shall not be assignable unless all parties agree in writing to such assignment. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and agreed upon assigns.

B. All notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective Township parties hereto at their respective Township halls or such other address or addresses as shall be specified by the parties hereto from time to time, and may be served or transmitted in person or by ordinary mail properly addressed and with sufficient postage thereon.

C. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.

D. Waiver by any party of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

E. If any section or provision of this Agreement is unenforceable for any reason, the enforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect.

F. It is contemplated that this Agreement will be executed in four counterparts, each of which shall constitute an enforceable Agreement.

G. This Agreement represents the entire understanding and agreement between the parties hereto. All prior oral or written understandings and agreements are merged herein and otherwise shall be of no further force or effect.

H. The captions in this Agreement are for convenience only and shall not be considered a part of this Agreement or in any way to amplify or modify the terms and provisions hereof.

I. This Agreement shall be enforceable only by the parties hereto and their successors in interest, by virtue of a permitted assignment, and no other person shall have the right to enforce any of the provisions contained herein.

J. The within Agreement may only be amended by mutual written amendment approved by each of the four Township Boards signed by their respective supervisor and clerk.

K. Until the Fire Board herein contemplated has been appointed, has organized and retained needed personnel for the operation of the Fire Department, including volunteer firemen, fire protection shall continue to be furnished in the manner that it has been furnished by the townships immediately prior to the execution of this Agreement, in order to avoid any interruption in fire protection service.

**IN WITNESS WHEREOF** Centerville, Cleveland, Kasson and Solon Townships in Leelanau County, Michigan, have executed this Agreement by authority of their respective Township Boards granted by resolution of each of said Boards at a duly called meeting set forth opposite their respective signatures.

**CENTERVILLE TOWNSHIP,**  
a municipal corporation

By: \_\_\_\_\_  
Leonard Kelenski, Supervisor

By: \_\_\_\_\_  
David D. Wurm, Clerk

**Cleveland TOWNSHIP,**  
a municipal corporation

By: \_\_\_\_\_  
Tim Stein, Supervisor

By: \_\_\_\_\_  
Jan Novak, Clerk

**Kasson TOWNSHIP,**

Draft 10-10-14

a municipal corporation

By: \_\_\_\_\_  
Fred Lanham, Supervisor

By: \_\_\_\_\_  
Tracy Cruz, Clerk

**SOLON TOWNSHIP,**  
a municipal corporation

By: \_\_\_\_\_  
James C. Lautner, Supervisor

By: \_\_\_\_\_  
Shirley Mikowski, Clerk

**Township Board Resolution Approved on the following Respective Dates**

Centerville Township: \_\_\_\_\_ 20\_\_

Centerville Township \_\_\_\_\_, 20\_\_

Draft 10-10-14

Kasson Township \_\_\_\_\_ 20\_\_

Solon Township: \_\_\_\_\_ 20\_\_

## Appendix A

### List of Vehicles and Equipment

<u>Year and Make</u>	<u>Service Life</u>	<u>Served</u>	<u>Estimated Value</u>
1984 Dodge Brush Truck	25 yrs	30 yrs	\$3,000.00
1986 Ford Tanker	25 yrs	28 yrs	\$3,000.00
1994 International Ladder	25 yrs	19 yrs	\$58,000.00
2004 International Pumper	25 yrs	10yrs	\$150,000.00
1997 Ford Ambulance	15 yrs	17 yrs	\$10,000.00
2009 International Tanker	25 yrs	5 yrs	\$210,600.00
2012 international Ambulance	15 yrs	2 yrs	\$136,800.00
	<b>Total</b>		<b>\$562,400.00</b>