

EXHIBIT 1

AMENDMENT NO. 1 COOPERSVILLE/POLKTON AREA FIRE PROTECTION AUTHORITY AGREEMENT

The City of Coopersville, a Michigan municipal corporation, having an address of 289 Danforth Street, Coopersville, Michigan 49404-1204 ("Coopersville") and the Charter Township of Polkton, a Michigan charter township, having an address of 6900 Arthur Street, Coopersville, Michigan 49404, all in Ottawa County, Michigan, hereby agree as follows:

RECITALS

WHEREAS, pursuant to Act 7 of the Public Acts of 1967 (extra session), as amended, being MCL 124.501, *et seq.*, commonly known as the Urban Cooperation Act of 1967, Coopersville and Polkton entered an agreement (the "Agreement") establishing the Coopersville/Polkton Area Fire Protection Authority ("Authority"); and

WHEREAS, Article XIV of the Agreement provides that the Agreement may be amended by resolution of the governing bodies of Coopersville and Polkton; and

WHEREAS, Coopersville and Polkton desire to amend the Agreement in the manner set forth in this Amendment No. 1 to the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement and in this Amendment No. 1, and for other good and valuable consideration, the parties hereby agree as follows:

Section 1. **Article VI, Section D – Fire Board Compensation.** Article VI, Section D.5 of the Agreement is hereby amended so as to read in its entirety as follows:

The Authority shall pay each member of the Board \$30.00 per meeting attended, but this figure may be revised by joint resolution of the Constituent Units. Each member shall also be entitled to reimbursement from the Authority for actual and necessary expenses incurred in the performance of his/her duties as a member of the Board.

Section 2. **Article VII, Section B – Providing Fire Protection.** Article VII, Section B of the Agreement is hereby amended so as to read in its entirety as follows:

Each Constituent Unit hereby confers upon the Authority the right to exercise its municipal power and authority to establish and maintain a fire department; to employ and appoint a chief; to employ firefighters and officers as shall be required for the proper and efficient operation and maintenance of the department; to remove the chief, officers and/or firefighters, in the Board's discretion; to make

and establish rules and regulations for the government of the department, and for the care and management of the engines, apparatus, property and buildings pertaining to the department and for prescribing of the powers and duties of such employees, officers and firefighters; to incur debts, liabilities and obligations which shall in no event be or be construed to be a debt, liability or obligation of any Constituent Unit; to contract with other agencies, organizations, or persons on matters regarding providing or receiving fire protection; and, in general, to exercise any and all of the powers of the Constituent Units necessary to provide fire protection for residents and property owners within their collective boundaries.

Section 3. **Article VII, Section C – Fire Chief.** Article VII, Section C of the Agreement is hereby amended so as to read in it is entirety as follows:

The Fire Chief position is an at-will position which means that the Fire Chief's employment may be terminated at any time with or without cause and with or without notice. Subject to that, the Fire Chief shall be appointed by the Board for a term of one year and for any renewal periods not to exceed one year. The Fire Chief shall be the administrator of the Fire Board and shall report to the Authority's Board. The Fire Chief shall be responsible for implementing the policies and guidelines of the Fire Department. Subject to the at-will policy, the Board will provide to the Fire Chief annual written evaluations of his or her performance. The Fire Chief's compensation shall be established by resolution of the Board, in the Board's discretion.

Section 4. **Article VII, Section D – Officers and Firefighters.** Article VII, Section D of the Agreement is hereby amended so as to read in it is entirety as follows:

The Fire Chief shall make recommendations to the Board for the selection, hiring, promotion, discipline, and termination of fire fighters and officers. All fire fighters and officers are employed at-will and thus, their employment may be terminated by the Authority Board at any time, with or without cause and with or without notice. Furthermore, an officer's appointment shall be for a term of no more than one year subject to renewal based upon the Fire Chief's recommendation and approval of the Authority Board and subject to the at-will policy. The compensation for officers and fire fighters shall be established by resolution of the Board, in the Board's discretion, following advisory recommendation of the Fire Chief.

Section 5. **Article XI, Section A – Budget.** Article XI, Section A of the Agreement is hereby amended so as to read in it is entirety as follows:

The Board shall maintain books and records of its investments, receipts, disbursements, and the contributions, if any, made by each Constituent Unit all in accordance with acceptable accounting principles. The Board shall establish an annual operating budget for each fiscal year which shall be provided to each Constituent Unit sufficiently in advance of each fiscal year so as to enable any

necessary action thereon by each Constituent Unit. The annual Budget shall include the contributions, if any, necessary from each Constituent Unit and shall separate the operating budget from capital expenditures. The City of Coopersville and the Township of Polkton shall share budget contributions based on the following three factors: (1) State equalized value of the most recently completed year, including one-half of property under commercial or industrial tax abatements, and from this total one-half of the SEV of the agriculture evaluation will be subtracted; (2) total fire department runs into the area of each governmental unit; and, (3) population based on the last census. The three factors will be weighted in the following manner: (1) SEV 40%, (2) Usage 30%, and (3) Population 30%. For the first five years following the original execution of this agreement, Coopersville agrees to pay 60% and Polkton 40% of the annual operating budget. The percentage each Constituent Unit contributes to the operating budget will be recomputed in April of each year, based on the formula above. The approval of said budget by the governing body of a Constituent Unit shall be deemed to obligate that Constituent Unit to pay its contribution as contained in the Budget for that fiscal year. The failure of the governing body of a Constituent Unit to approve any Budget containing a required contribution by it prior to the commencement of the applicable fiscal year shall be deemed to be a failure of that governing body to authorize its contribution to the Authority.

Section 6. Article XI, Section B – Capital Account. Article XI, Section B of the Agreement is hereby amended so as to read in its entirety as follows:

The capital account of the Authority shall include all expenditures for real property, vehicles, all firefighting equipment and apparatus. Individual fire fighter's equipment will be funded from the annual operating budget. Each Constituent unit will contribute an amount not less than \$10,000, per fiscal year, to the Capital Account, with the actual annual amount to be recommended by the Board, taking into account the anticipated Capital Purchases for the upcoming fiscal year and the extent to which the Capital Account has fallen below its maximum amount of \$400,000. This contribution will not be considered part of the Operating Budget. When the Capital account totals \$400,000 or more, contribution shall cease. Whenever the Capital Account drops below \$400,000 or when additional contributions are necessary to purchase equipment or apparatus, these additional contributions will be shared equally among the Constituent Units. Capital Account contribution amounts will be recomputed each year.

Section 7. Article XI, Section D – Contributions. Article XI, Section D of the Agreement is hereby amended so as to read in its entirety as follows:

Contribution from the Constituent Units for the operating budget and the capital account shall be paid in four equal quarterly installments. The Authority shall issue invoices to the Constituent Units for the quarterly payments, and the Constituent Units shall pay the quarterly invoices by not later than March 15, June 15, September 15 and December 15 of each year, respectively. The failure of the governing body of any Constituent Unit to authorize its contribution to the

Authority and/or to pay the same in full to the Authority within 60 days after the due dates stated above shall constitute an immediate withdrawal of that Constituent Unit from the Authority.

Section 8. **Editorial Correction** Article VI, Section B; Article VIII, Section C; Article IX, Section B; and Article XII of the Agreement are hereby amended by replacing the term "Association," wherever it appears in these provisions, with the term "Authority."

Section 9. **Filing and Publication.** A fully executed copy of this Amendment No. 1 to the Agreement shall be filed with the Michigan Secretary of State and the Clerk of Ottawa County, Michigan, within 30 days after its execution.

Section 10. **Effective Date.** This Amendment No. 1 to the Agreement shall become effective after the above filing, as provided by the laws of the State of Michigan.

This Amendment No. 1 to the Agreement has been adopted by the Constituent Units as hereafter set forth, and in witness whereof, the Township has caused these presents to be signed by its Supervisor and Clerk, and the City has caused these presents to be signed by its Mayor and Clerk, as of the dates provided below:

City Resolution approving this Amendment No. 1 adopted August 24, 2009.

CITY OF COOPERSVILLE

Dated: 9-4-09

By Kenneth L. Bush
Kenneth L. Bush, Mayor

Dated: 9-4-09

By Stephanie Pelkey
Stephanie Pelkey, Clerk

Township Resolution approving this Amendment No. 1 adopted SEPT 3, 2009.

CHARTER TOWNSHIP OF POLKTON

Dated: 9-4-09

By David Busman
David Busman, Supervisor

Dated: 9-4-09

By Connie Langeland
Connie Langeland, Clerk