

in the name of and by resolution of the Authority. This property shall be held in trust for the Constituent Units as their interests may appear from time to time.

Section 5. **Article IX, Section C – Initial Property and Personnel.** Article IX, Section C of the Agreement is hereby amended so as to read in its entirety as follows:

Section C. Personnel

Each Constituent Unit agrees that all personnel employed by the Coopersville/Polkton Fire Department at the time of the approval of this original Agreement shall be transferred to the Authority's Fire Department.

Each Constituent Unit further agrees that all personnel employed by the City within its E-Unit at the time of approval of the Amendment No. 3 to this Agreement shall be transferred to the Authority's Fire Department, effective July 1, 2019. The transferred personnel shall nonetheless be at-will employees of the Authority, as provided in Article VII, Section D of this Agreement.

Section 6. **Article XI, Section A – Finances: Budget.** Article XI, Section A of the Agreement is hereby amended so as to read in its entirety as follows:

Section A. Budget

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 operating 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 Emergency Service 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 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 every year thereafter, based on the formula stated 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