

COOPERSVILLE/POLKTON AREA FIRE PROTECTION AUTHORITY

THIS INTERLOCAL AGREEMENT MADE as of January 1, 1991 by and between the City of Coopersville, a Michigan Municipal Corporation, the address of which is 289 Danforth Street, P.O. Box 135, Coopersville, Michigan 49404-0135, Attn: City Manager ("Coopersville") and the Township of Polkton, a Michigan Charter township, the address of which is 6900 Arthur Street, Coopersville, Michigan , 49404, Attn: Township Supervisor ("Polkton") all in Ottawa County, Michigan.

WITNESSETH:

WHEREAS, Act 7, Public Acts of 1967 (extra session), as amended, being MSA 5.4088 ET SEQ. and commonly known as the Urban Cooperation Act of 1967, provides that municipal corporations and public agencies in this state may, by contract, jointly exercise their power, privileges, and authority; and

WHEREAS, Coopersville and Polkton desire to provide fire protection to their property owners and residents and believe that the most desirable and economic manner of providing same is by the formation of a joint Fire Department and a joint Fire Administrative Board; and

WHEREAS, This Agreement has been approved by the concurrent resolution of the governing body of each party hereto and the terms hereof have been entered into the journal or minutes of proceedings before the governing body of each party hereto upon adoption.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLES OF AGREEMENT

ARTICLE I
ESTABLISHMENT

There is hereby established a separate administrative entity known as the Coopersville/Polkton Area Fire Protection Authority.

ARTICLE II
CONSTITUENT UNITS

The name of the units hereinafter referred to as "Constituent Units" included in the Authority are:

CITY OF COOPERSVILLE, OTTAWA COUNTY, MICHIGAN

CHARTER TOWNSHIP OF POLKTON, OTTAWA COUNTY, MICHIGAN

Additional units may become a part of the Authority upon adoption of this Agreement and upon approval by each of the Constituent Units.

ARTICLE III
PURPOSES

The purposes of the Authority shall be to provide fire protection within the boundaries of the Constituent Units and such other areas as it may lawfully determine, such fire protection to be provided in such a manner as the Authority shall determine, including, by way of example and not in limitation, by contract with a governmental entity, a private individual, partnership, profit or non-profit corporation, or by the Authority itself acquiring, owning, operating and managing a fire department provided such manner of fire protection is approved by each of the Constituent Units.

ARTICLE IV
TERM

The Authority shall continue in existence until dissolved by law or by act of the Constituent Units in a manner provided by law; it being provided that, it shall not be dissolved in such dissolution would operate as an impairment of any of its contracts.

ARTICLE V
FISCAL YEAR

The fiscal year of the Authority shall commence on the 1st day of January of each year and end on the 31st day of December of each year.

ARTICLE VI
FIRE BOARD

Section A. Governing Body

The governing body of the Authority shall be and shall be known as the Coopersville/Polkton Area Fire Board, hereinafter referred to as the "Board", which shall be vested with the management of its business and affairs.

Section B. Board Members

The Board shall consist of two representatives from each Constituent Unit. The governing bodies of Coopersville and Polkton shall appoint by resolution two members to the Board, who are residents of their respective governmental districts. A fifth member may be appointed by the board who shall be a resident of either Coopersville or Polkton. Board members shall serve following appointment until a successor is appointed and qualified. Any Constituent Unit may appoint an alternate member who may sit on the board in the absence of a regular member and have all the powers and duties of a regular member. A board member shall be eligible for reappointment at the expiration of his term of office. A board member shall not be an employee of any fire department of the Association.

Section C. Term of Office

The term of office of the members of the Board, shall be two years, and each of the members so appointed shall hold office for such period or until a successor is duly appointed; it being provided, however, that, of the first members appointed by the governing bodies of each respective Constituent Unit, One member from each Constituent Unit shall be appointed for an initial term of one year.

Section D. Compensation

Each member of the Board shall be entitled to compensation of \$25 per meeting attended and reimbursement from the Authority for actual and necessary expenses incurred in the performance of his/her duties as a member of the Board.

Section E. Vacancies

Removal from the Constituent Unit, death, or physical or mental disability, when legally determined, or removal by the governing body of the Constituent Unit as permitted by law, shall create a vacancy in membership on the Board. A vacancy shall be filled in the same manner as and for the unexpired term of the original appointment.

Section F. By-Laws

This Agreement shall constitute the by-laws of the Board. The Board, after a unanimous vote, can request amendment from the governing bodies of the Constituents' Units

Section G. Organization

Within thirty 30 days from the effective date of this Agreement and, thereafter, annually within 30 days after the commencement of the Authority's fiscal year, the Board shall conduct its organizational meeting at which the following officers shall be elected: Chairperson, Vice-Chairperson, Secretary and Treasurer, all of whom shall be members of the Board and shall serve until their successors are elected and qualified. The Chairperson and the Vice-Chairperson shall not be from the same Constituent Unit.

Section H. Officers

The Chairperson of the Board shall be the presiding officer thereof. Except as may be herein otherwise provided, he/she shall not have any executive or administrative function other than as a member of the Board. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board and subject to the approval of the Board, may employ such assistants as may be necessary. The Treasurer shall be the custodian of the funds of the Authority and subject to the approval of the Board, may employ such assistants as may be necessary. All monies shall be deposited in an insured financial institution to be designated by the Board, and all checks or other forms of withdrawal therefrom shall be signed by any two officers of the Board subject to approval of the Board. The officers signing the check shall be bonded in an amount to be determined by the Board. The officers of the Board shall have such additional powers and duties as may be conferred upon them, from time to time, by the Board.

Section I. Meetings

Meetings of the Board shall be held at least every alternate month at such times and places as shall be prescribed by resolution of the Board. Special meetings of the Board may be called by the Chairperson, or by any other two members thereof by serving written notice of the time, place and purpose thereof, upon each member of the Board, personally, or by leaving same at his/her place of residence, at least 18 hours prior to the time of such meeting. Special meetings of the Board at which all members are present shall be deemed to be valid even though no written notice thereof may have been given as above provided. Any member of the Board may waive notice of any meeting either before or after the holding thereof. A majority of all members of the Board shall be required for a quorum at meetings except that all constituents shall be represented for a quorum at the annual organizational meeting. The Board shall act by motion or resolution. For the passage of any motion or resolution, there shall be required the affirmative vote of a majority of all of the votes available at any meeting duly called and held except where a larger vote is required by this Agreement. The Board shall keep a journal of its proceedings which shall be signed by the Chairperson and Secretary, all votes shall be "Yeas" and "Nays". Meeting minutes shall be provided to the governing bodies of each Constituent Units. All meetings shall be held in accordance with the Michigan Open Meetings Act and Freedom of Information Act. Except to the extent herein otherwise provided, now or hereafter by amendment, all proceedings of the Board, shall be conducted in accordance with Roberts Rules of Order.

ARTICLE VII POWERS

Section A. General Powers

The Authority shall be a separate administrative entity with power to sue or to be sued in any court of this state. It shall include all of the territory embraced within its Constituent Units. It shall possess all the powers granted by statute, including those powers which are permissive for the Authority to have, and by this Agreement, and all powers necessary to carry out the purposes herein set forth, as well as those incident thereto. The enumeration of any powers herein shall not be construed as a limitation upon its powers unless the context shall clearly indicate otherwise.

Section B. Providing Fire Protection

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 organize and maintain fire companies; 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 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 C. Fire Chief

The Fire Chief appointed by the Board, shall be the administrator of the fire department and shall be answerable directly to the Board. The Fire Chief shall implement the policies and guidelines of the Fire Department.

Section D. Officers and Firefighters

Firefighters and officers shall be selected in accordance with the current state and federal laws subject to the approval of the Board.

ARTICLE VIII PROPERTY

Section A. In General

The Authority may acquire in any manner allowed by law, any property for fire protection either within or without the area served and may hold, manage, control, sell, exchange or lease such property; it being provided that such property shall be purchased, received, leased, held, managed, sold, or exchanged 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 B. Housing of Property

All property of the Authority, whether real or personal, shall be housed at the discretion of the Board. An up to date inventory list shall be maintained.

Section C. Fire Hydrants

Neither Coopersville or Polkton shall charge the Association any rental or comparable fee for the use of its fire hydrant system. However, the Association shall be responsible for the cost of the water.

Section D. Existing Fire Stations

Coopersville and Polkton agree to allow the fire department use of both fire stations rent free. In the event that other governmental units join this Authority, rental and utility charges, if any, will be negotiated.

ARTICLE IX INITIAL PROPERTY AND PERSONNEL

Section A. Property

In order to start the new Coopersville/Polkton Area Fire Department, each Constituent Unit agree to contribute or lease all equipment individually owned to the new Fire Department. All monies, if any, contributed for the initial start up of the Coopersville/Polkton Area Fire Department are to be placed in the Capital Account.

Section B. Insurance

The Authority will insure the Fire Department has necessary insurance including, but not limited to, coverage of casualty losses of property, no fault insurance of vehicles, and worker's disability compensation.

Section C. Personnel

Each Constituent Unit agrees that all present personnel of the Coopersville/Polkton Fire Department shall be transferred to the Authority's Fire Department. Upon request of the Fire Board, either Polkton or Coopersville will assume responsibility for any required withholding, unemployment and worker's disability compensation coverage and other issues regarding the Fire Chief, firefighters and other Authority personnel.

Section D. Hold Harmless

Coopersville and Polkton agree to forever indemnify and hold harmless the Authority from any liability, cost, suit, claim, employment obligation, or expense (including actual attorney fees) arising from any act or omission to act by its fire department or its agents prior to the date hereof.

Section E. Contracts

Each Constituent Unit agrees to continue to perform any fire protection contract entered into by the old Coopersville/Polkton Fire Department prior to the date hereof.

ARTICLE X
FIRE RATING

Each Constituent Unit hereby agrees that the Authority shall strive to maintain a minimum fire rating of seven (7) for the Coopersville/Polkton Fire Department. The Authority shall perform all acts necessary for that purpose, which shall include, but shall not be limited to:

A. Upgrading of fire equipment necessary to comply with the requirements of the National Board of Fire Underwriters,

B. Housing of fire equipment at the discretion of the Board, and

C. City of Coopersville will properly maintain its' water system.

ARTICLE XI
FINANCES

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 budget contributions based on the following three factors: (1) State equalized valued of the most recently completed year including one-half of property under commercial or industrial tax abatements. 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 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 five years. 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 association.

Section B. Capital Account

The capital account of the Authority shall include, all expenditures for real property, vehicles, all fire fighting equipment and apparatus. Individual fire fighter's equipment will be funded from the annual operating budget. Each Constituent Unit will contribute \$10,000 per fiscal year to the Capital Account. This contribution will not be considered part of the Operating Budget. When the Capital account totals \$100,000 contribution will cease. Whenever the Capital Account drops below \$100,000 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 percentages will be recomputed every five years.

Section C. Fees and Contracts

The Authority shall have the authority to charge such fees and enter into contracts for fire protection as shall be necessary to provide funds to meet the obligations of the Authority.

Section D. Contributions

Contribution from the Constituent Units for the operating budget and the capital account shall be paid in four equal installments due on the first of January, April, July, and October annually. 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 Association within 30 days of the due date will constitute an immediate withdrawal of that Constituent Unit from the Authority.

Section E. Audit

The Board shall make an audit of its financial transactions and affairs at least annually and shall furnish a copy thereof to each Constituent Unit. Audits shall be conducted by an independent certified public accountant or certified public accountant firm chosen by the Board.

ARTICLE XII WITHDRAWAL

In addition to immediate withdrawal as provided in Article XI, Section D above, a Constituent Unit may voluntarily withdraw from the Authority by delivering to the secretary of the Board a certified copy of a resolution of withdrawal duly adopted by the governing body of such Constituent Unit. The effective date of said voluntary withdrawal shall be as is provided in said resolution; it being provided, however, that said effective date shall not be a date prior to the delivery of said resolution to the secretary of the Board. In the event of withdrawal by a Constituent Unit, its representative(s) shall be deemed to have resigned from the Board and the Board shall be automatically reduced by such resignation as of the effective date of such withdrawal. The Authority shall disburse to the withdrawing Constituent Unit its share of the current capital assets of the Authority and its share of unexpended contributions from the Constituent Units as of the effective date of withdrawal. The Authority shall render an accounting and make disbursement of the withdrawing Constituent Unit's share thereof as soon after the effective date of withdrawal as is possible taking into consideration the financial condition of the Authority; in no event, however, shall such disbursement period exceed two years from the effective date of such withdrawal. For purposes of withdrawal, current capital assets shall include all those items included in the capital account as hereinabove defined. The value of such current capital assets shall be their current appraised assets to which the withdrawing Constituent Unit shall be entitled shall be that percentage of the capital account of the Authority as of the effective date of withdrawal equal to the

percentage or proportion of total capital contributions made by the withdrawing Constituent Unit as bears to the total capital contributions made by all other current Constituent Units from the date of commencement of the Authority. A withdrawing Constituent Unit may, at its option, elect to receive the services of the Association for a period of one (1) year after the effective date of withdrawal in which event the Authority shall be entitled to a fee equal to the Unit's most recent contribution rate to the Authority.

ARTICLE XIII
DISSOLUTION

In the event that the Authority is dissolved, either by agreement of the Constituent Units or by any other means, the assets of the Authority shall be liquidated and after payment of all debts of the Authority, each Constituent Unit shall be entitled to that percentage of the balance remaining equal to the percentage or proportion of total contributions made by that Constituent Unit as it bears to the total contributions made by all current Constituent Units since the commencement of the Authority.

ARTICLE XIV
AMENDMENTS

This agreement may be amended by resolution of the governing body of each Constituent Unit existing at the time of such amendment and such amendment shall become effective thereafter such filings and/or publications as may be required by law.

ARTICLE XV
FILING AND PUBLICATION

An executed copy of this agreement shall be filed with the Michigan Secretary of State and the Clerk of Ottawa County, Michigan, shall be published once in the Advance Newspaper, and shall be submitted to the governor of the State of Michigan for approval within 30 days after its execution.

ARTICLE XVI
EFFECTIVE DATE

This agreement shall become effective after the above filing and publication and as provided by the laws of the State of Michigan.

This agreement has been adopted by the Constituent Units as hereinafter set forth, and in witness whereof, the Township has caused these presents to be signed by their Supervisor and Clerk and the City has caused these presents to be signed by its Mayor and Clerk, as of the First day of January, 1991.

Resolution approving this agreement and authorizing execution adopted

City of Coopersville

November 12, 1990

By: Randall J. Laug
Randall J. Laug, Mayor

Attest:

Thomas C. O'Malley
Thomas C. O'Malley, City Clerk

Thomas C. O'Malley
Thomas C. O'Malley, City Clerk

Resolution approving this agreement and authorizing execution adopted

Township of Polkton

December 6 1990

By: Arthur Lucas
Arthur Lucas, Supervisor

Attest:

Mary Ann Smoes
Mary Ann Smoes, Clerk

Mary Ann Smoes
Mary Ann Smoes, Clerk