

Eliminated  
Added

## **DRAFT** INTERLOCAL FIRE DEPARTMENT AGREEMENT **DRAFT**

Effective  
September 15, 2015 to September 14, 2025

September 15, 2025 through September 14, 2035

for the operation and control of the

CEDAR AREA FIRE & RESCUE

INTERLOCAL FIRE DEPARTMENT AGREEMENT (“Agreement”) made this     day of     (year) by and between the TOWNSHIPS OF CENTERVILLE, a municipal corporation, with offices at 5001 S. French Road, Cedar MI 49621, CLEVELAND, a municipal corporation, with offices at 955 W. Harbor Highway, Maple City, MI 49664, KASSON, a municipal corporation, with offices at 10988 S. Newman Road, Maple City, MI 49664 and SOLON, a municipal corporation, with offices at 9191 S. Kasson Street, Cedar, MI 49621 (collectively, the “participating Townships”). The participating Townships enter into this agreement based upon the following understandings:

A. The Urban Cooperation Act (PA. 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

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

C. The participating Townships wish to formally cooperate in furnishing fire protection services throughout their respective jurisdictions through a single fire department jointly funded     by said Townships and to jointly govern their relationship with a formal agreement under the     Urban Cooperation Act of 1967 [MCL 124.501 et seq.].

IN CONSIDERATION OF THESE UNDERSTANDINGS, THE PARTICIPATING TOWNSHIPS AGREE AS FOLLOWS

### Article 1 and 2 Eliminated

#### Article 1.     Termination of Previous Agreements

On completion of the transition period described in Article 10, the previous agreements between Solon Township and Centerville Township for the creation and the operation of a joint Fire Department will be terminated and superseded by this Agreement. Centerville, Cleveland, Kasson and Solon Townships agree to repeal any ordinance(s) that are in conflict with this agreement.

#### Article 2     Establishment of Fire Department

Under the authority of the Urban Cooperation Act of 1967, as amended, the participating Townships create and establish the “Cedar Are Fire & Rescue” (“Fire Department”), as a separate legal and administrative entity and public body with the authority, duties and limitations set forth in this Agreement.

#### **Article 1.     General Purpose**

The general purpose and goal of this Agreement is to ensure that Cedar Area Fire and Rescue (the Fire Department), established on September 15, 2015 under the authority of the Urban Cooperation Act of 1967, as amended, continues to run smoothly and meets community expectations and to ensure that the

Fire Department is 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

## **Article 2.     Management of the Fire Department**

1. The Fire Department shall continue to be governed, managed and controlled by the Cedar Area Fire and Rescue Board (the Fire Board) consisting of five members. Each participating Township shall appoint one of its residents to serve as a regular member of the Fire Board. In addition, each participating Township shall appoint one alternate member to serve in the place of the regular member from that Township when said regular member is unable to serve due to physical incapacity or absence from Leelanau County. Both the regular member and the alternate member may, but are not required to hold other elected or appointed office in the participating Township.
2. The fifth regular member shall be a member-at-large who shall be nominated by the four Township members and approved by a majority vote of the participating Township Boards
3. Fire 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.

Original 4 staggering terms eliminated which read:

The township representatives, both regulars and alternates, will serve four year terms. At the onset of this agreement, a lottery will be taken of the four and one will serve a term for four years, one for three years, one for two years, and lastly, one for one year to achieve staggered terms. The member-at-large will serve a two year term.

4. Fire Board vacancies occurring during a member's term will be filled within 30 60 days by the township represented by the member or by the nomination and approval process for the member-at-large.
5. Fire Board members will be compensated for each meeting attended and shall receive mileage for attending such meetings at the current IRS mileage rate. The amount of compensation will be determined by the Fire Board biennially and shall be included in the biennial Fire Board budget.
6. Except as may be otherwise provided herein, the Fire Board shall meet not less than once every three months during each calendar year. All meetings of the Fire Board shall be conducted in accordance with the requirements of the Michigan Open meetings Act [MCL 15.261 et seq.].
7. 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) (three (3) members) of said Board.
8. An election of by said Board shall determine the chairman, vice-chairman, secretary an treasurer or a combined position called secretary/treasurer.
9. 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.

10. A qualified bookkeeper or bookkeeping firm shall be hired by the Fire Board to maintain the accounts of the fire department.
11. The recording secretary and the bookkeeper shall serve at the pleasure of the Fire Board and will have no voting privileges.
12. The Fire Board accounts shall be audited by a certified public accountant every two years as required with such audit reports being furnished to the appropriate federal and state agencies and to each participating Township Board.
13. The Fire Board may budget for and hire legal counsel for assistance in managing the Fire Department regarding matters such as employee disputes, policy language and contracts.
14. The Fire Board may adopt such bylaws, rules and procedures not inconsistent with the within this Agreement as it shall determine necessary for its internal operation.

### **Article 3. 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**

Original 1 below #2 regarding budgets before transfer eliminated which read:

Before transferring 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 developed by the four participating Townships for consideration by the Fire Board. In addition, before transferring to the new Fire Board, a 2-year operating and a 2-year capital budget will be agreed upon by the four participating townships, and the new Fire Board shall adopt those 2-year operating and capital budgets.

1. After the first 2 year cycles, The new Fire Board shall prepare the budgets in two 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 two 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 the operations budget and those funds held in a dedicated account. The percentage constraints do not apply to the capital budget.
2. The Fire Board will prepare a five year budget plan every five years to guide decisions in budgeting. The five year plan will reflect the percentage constraints outlined above. Each two year budget will adhere to the objectives of this plan.
3. All plans and budgets are to be set and agreed upon by the participating Township Boards six months prior to the fiscal year in which the plan or budget would apply. If any of the four Township Boards declines to approve the proposed budget, the Fire Board will operate under the previous fiscal year budget until all parties agree on a new operating budget.
4. The percentage constraints outlined above may be set aside for any budget by a unanimous vote of the four participating Townships.

#### **3. Funding**

1. **Funding Formula.** Each of the participating Township's funding share shall be one quarter of the department's 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 contributions will be required for operations and capital expenditures.

Original 3 special capital contributions for Cleveland and Kasson eliminated.

1. To offset the equity in equipment contributed by Centerville and Solon Townships, Cleveland and Kasson Townships will each make an additional contribution of 10% of their regular contribution to the annual capital budget each year for 5 years.

2. This money will be held in the capital expenditures fund for use in funding only capital expenditures.

3. **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. When the total funds from the sale or trade of vehicles and/or equipment titled to Centerville and Solon Townships exceeds the amount of the total special capital contributions made by Cleveland and Kasson Townships, the funds realized from those transactions will be credited towards Centerville's and Solon's portions of the annual capital budget contribution.

1. **Quarterly Payments** The Townships will make quarterly payments to the Fire Department to cover one quarter of their portion of the Fire Department's budget. Payments will be made on or before the first business day of in the first month of each fiscal quarter, those months being January, April, July and October.

2. **Invoicing for Fire Protections or Emergency Medical Emergency Support Service.** The Fire Department may invoice third parties for fire protection or emergency medical services as provided by law, including local ordinances.

**Article 4. Joint Fire Board Authority**

1. In addition to other authority provided in the within this Agreement, the Fire Board shall have full responsibility for the management and operation of the Fire Department including, without limitation, the following:
  1. Establishing the qualifications, job requirements and performance expectations for the Fire Chief and the hiring of a Fire Chief;
  2. Establishing a process for annually evaluating the Fire Chief's performance;
  3. Establishing the qualifications, job requirements and performance expectations for the fire department officers and Fire Department personnel; annually reviewing the Fire Chief's individual evaluations of the Fire Department's personnel;
  4. Aid the department in setting the job descriptions, duties and responsibilities of all Fire Department personnel;
  5. Final approval of all personnel recommended for hire by the Fire Chief;
  6. 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;
  7. 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;
  8. Provide feedback to aid the Fire Chief in the preparation of a budget;
  9. Approving the delegation of duties and responsibilities to the Fire Chief;
  10. 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 general liability for damages and injury to persons and property resulting from operation of the Department;

11. Set standards for the Fire Chief concerning maintenance and repair of all Fire Department equipment and assets owned or utilized by the Fire Department;
  12. The negotiation and execution of any mutual aid fire protection agreements with adjoining municipalities that are not part of the four above-named participating Townships;
  13. 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;
  14. Accept gifts, grants, or bequests to the Fire Department.
2. The Fire Board does not have authority to levy taxes or special assessments.
3. 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.

#4, 5 & 6 Eliminated which read:

4. The Cedar Area Fire and Rescue Board will honor any formal agreement the Solon-Centerville Fire Board has entered into. Before the end of the transition period in Article 10, the Cedar Area Fire and Rescue Board shall review the agreements that the Solon-Centerville Fire Board has entered into and the Solon-Centerville Fire Board will assign to the Cedar Area Fire and Rescue Board those agreements that the Cedar Area Fire and Rescue Board requests to be assigned. The Fire Board may seek to renege 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.
5. All Solon-Centerville personnel, including the Fire Chief, will transfer to Cedar Area Fire and Rescue, and such persons shall thereafter be employees of the Fire Board. 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.
6. 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 above in Article 6, section 1, paragraphs 1,3, 4, and 7; once these are established in Article 10 of this agreement. Changes in employment may be made in light of these policies and review.

## **Article 5      Property.**

### **Original 1 regarding previous personal property eliminated**

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 the leased equipment for purpose of replacing the equipment or because the equipment is no longer needed. Funds from such sales shall be deposited 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.
1. **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 Department for \$1.00 for the term of this Agreement.

Sub Par. 1-4 moved to Par. 3 below

Sub Par. 5 regarding township use of Fire Station eliminated

Original Par. 3 substations moved to Par. 2 below

Original Par. 2 Fire Station and 4 Maintenance and Capital Expenses consolidated and clarified in Par. 3 below.

1. The Fire Department will 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.
3. Any capital improvement proposed to the Cedar Fire Station by the Fire Board will need to be approved by Centerville and Solon Townships.
4. Equity from any capital improvement will belong to Centerville and Solon Townships if the agreement is not extended or the Fire Department is liquidated.
5. The member townships of the Fire Board may continue to use the Fire Station for township meetings and activities, as has been the practice in the past, as long as those meetings and activities do not interfere with the Fire Department's operations.

**2. Substations** The Fire Board may make recommendations 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 will must be built to the Fire Department Board's specifications.
4. As long as the township creating the substation is a party to this Agreement, that township will 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 will pay maintenance costs, which are defined as replacing or repairing existing buildings and equipment.
2. The Township that owns a building or equipment will pay capital improvement costs, which are defined as adding to or improving buildings or equipment.

5. 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.

**3. Fire Station and Substation Maintenance and Capital Improvements**

1. The Fire Board will pay all costs of upkeep, maintenance and repairs resulting from usual day-to-day use of the Cedar Fire Station and any substation.
2. Capital improvements to the Cedar Fire Station and any substation will be paid for by township(s) owning the building.
  1. Capital improvements are defined as permanent structural alterations or repairs that are durable, that increase the useful life of the property and that substantially increase the value of the property.
  2. Capital improvements proposed for the Cedar Fire Station and any substation by the Fire Board must be approved by Townships Board(s) that own the building.
  3. Equity from any capital improvement to the Cedar Fire Station or any substation will belong to the township(s) that own the building if this Agreement is ended or the Fire Department is liquidated.
3. The Fire Board may assume the cost of a capital expense by all the townships for consideration by the townships. Approval of the expense requires a unanimous vote of the four townships.

**Article 6. Insurance and Bonding**

1. The Cedar Area Fire and 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.

2. The Cedar Area Fire and 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.
3. All real and personal property and equipment of the Fire Department shall be insured by the The Cedar Area Fire and Rescue in amounts not less than the replacement cost of similar property and equipment. The Fire Station and any substation shall be insured for replacement value. Monies recovered from insurance for losses of real and personal property and equipment shall be payable to the townships holding title or deed to the property in the proportions of their ownership.
4. Workers' Compensation shall also be maintained by Cedar Area Fire and Rescue covering all fire personnel.
5. Personal injury and property damage insurance shall be maintained in not less than \$1,000,000 per occurrence.
6. The Fire Board shall obtain a fidelity bond to protect the member township's funds against fraudulent use.

#### **Article 7      Expenditures**

Expenditures from the Cedar Area Fire and 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 expenditures. 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.

#### **Article 8      Implementation of the Agreement**

This article has been abridged considerably to eliminate transition language.

This Agreement will take effect upon the affirmative vote of all four townships. The Fire Board members serving under the previous agreement shall continue to serve as the Fire Board under this Agreement. Their terms of office shall continue as set under the previous agreement. Upon adoption of this to agreement a transition period will begin. The Solon-Centerville Fire Department Board will continue to manage the 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 meeting within 14 days of the appointment of the four township members of the Fire 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, identifying and reviewing contracts, 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 Are 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 Are Fire and Rescue Fire Board will then assume full management of the Fire and Rescue Department. The participating Townships may extend this period if necessary by a vote of each Township.

#### **Article 9      Term of the Agreement**

1. This Agreement shall continue for a term of ten years from the date hereof, and then shall be automatically renewed for additional successive terms of 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 Department, of that party's Township's intent to withdraw from the this Agreement at the expiration of the appropriate fiscal year.

2. Withdrawal within the first five years of membership shall require the approval of the other three townships and would result in the forfeiture of any equity accumulated.
3. Withdrawal after five years as a member with a resolution of notice 180 days prior shall have the approval of two other townships, and would allow recovery of equity at the rate of 10% of accrued contributions per year for each year starting in year six, up to a maximum recovery of 100% of equity in year 15 and beyond, minus any amounts owed to the Fire Department or the other Townships in relation to Fire Department operations.
2. Withdrawal from this Agreement with a Township Board resolution of notice at least 180 days prior to the end of a fiscal year shall have the approval of two other townships. If two other townships do not approve the withdrawal, the Township requesting to withdraw shall remain in this Agreement and meet all the obligations of this Agreement through the end of the then current fiscal year and one more full fiscal year. At that time, that Township may withdraw without further approval required.
3. The withdrawing township is entitled to recover their equity in contributed unspent capital funds, minus any amounts owed to the Fire Department or the other Townships in relation to Fire Department operations, and titled property in the amount established at the time of withdrawal at the rate of 10% a year until the funds are recovered. The withdrawing township is not entitled to accrued interest on funds that remain with the Fire Department.
4. A township may be ejected from the Fire Board and this Agreement for good cause after notice, a hearing, and a vote to eject by the other three Townships. A Township ejected for cause shall be entitled to recovery of equity, less amounts owed to the Fire Department or the other Township(s) in relation to Fire Department operations, using the formula described in Article 9 Section 3 above.
5. This agreement may be reviewed after each five year period, or at any time upon the request of all four participating townships., in an effort to address any issues that might have developed.
6. Any recommended changes require the approval of all four participating townships.
7. This Agreement may not be unilaterally terminated except in the manner prescribed in this article.

## **Article 10     Effect of Termination of this Agreement: Dissolution**

### **Eliminated**

1. Upon termination of this Fire Board, the Board and the Fire Department shall be considered dissolved and 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 Article.

### **Proposed**

1. Upon termination of this Agreement, the Fire Board and the Fire Department shall be considered dissolved and all activities of the Fire Board and the Fire Department created hereunder shall cease except as are necessary to carry out the terms of this Article.
2. Upon the dissolution, property held or used by the Fire Department shall be allocated and distributed in accordance with following:
  1. All property, of any nature, which is titled to or otherwise owned by the Townships a Township shall remain the property of the that respective Township.
  2. All monies and funds, from whatever source, which are the property of the Fire Department shall be distributed between the Townships in same proportion as the Funding Formula (Article 3.1) currently in effect, after deducting any expenses associated with the dissolution of the new Fire Board and the Fire Department.



3. All property, other than that otherwise provided for in Article 10.2 (1) and (2), shall be divided by agreement between the Townships in accordance with the formula described in Article 3.1. The assets of the Fire Department (both real and personal property) shall be appraised to determine their fair market value. The Townships shall agree on the person(s) to conduct the appraisals. If the Townships cannot agree on the appraiser(s), then each Township may appoint an appraiser. All appraisers shall then meet and appoint one or more other persons to conduct the appraisals required herein. The Such distribution of these assets may be in money, in services, or in equipment and property. Solon and Centerville Townships would have the first right to choose to take specific assets for their representative share.

## **Article 11     Dispute Resolution**

In the event of any dispute between the participating Township Boards concerning any provisions of the within inter-local this Agreement, such dispute shall be resolved as follows.

1. Step 1. Within 60 days of the initial date of the occurrence of such dispute, representatives of the four Township Boards shall meet and negotiate in the good faith in an attempt to resolve the dispute. By their unanimous agreement, the parties may waive Step 1, above, and proceed directly to the Step 2 mediation process below.
2. Step 2. If the dispute is not resolved by negotiation as provided in Step 1, above, the parties shall meet with a neutral third party mediator in an attempt to resolve the dispute. The mediator shall be mutually agreed to by the parties and may be selected from the list of civil mediators maintained by the ADR Clerk of the 13th Circuit Court or from a list of civil mediators maintained by the Conflict Resolution Services in Traverse City. If the parties are unable to agree on a mediator, the parties agree to permit the Conflict Resolution Services to select a mediator for them. The representatives of the four Township Boards shall meet with the mediator and participate in good faith in the mediation which, unless otherwise agreed to with the mediator, is to be conducted within 30 days of the selection of the mediator. The Townships shall evenly split the cost of the mediator, but each Township shall bear its own costs with respect to representation in any mediation proceeding.  
By their unanimous agreement, the parties may waive Step 1 above, and proceed directly to the Step 2 mediation process.
3. Step 3. If the dispute is not resolved after Step 2, such dispute shall be resolved as follows. The participating Township's shall appoint an arbitrator within six weeks of receipt of notice from another member Township one of the participating Townships of the need for arbitration. If the Townships cannot agree on an arbitrator, they shall petition the Chief Judge of the 13th Circuit Court to name an arbitrator. The arbitrator shall conduct an investigation and hearing on the dispute as expeditiously as possible using the rules of the American Arbitration Association, and shall then render a written decision on the dispute. Such decision shall be binding upon the member participating Townships and shall be enforceable where necessary in Circuit Court. The Townships shall evenly split the cost of the arbitrator, but each Township shall bear its own costs with respect to representation in any arbitration proceeding.
4. No Fire Department funds may be used to pay for resolving disputes between the Townships regarding this Agreement.

## **Article 12     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.

### **Article 13     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 person's authority and committed in the course of such person's employment or performance of authorized duties, each participating Township agrees to indemnify, defend, provide legal representation, and reimburse said person for 1/4 of such person's costs, awarded or settled damages and legal expenses not covered by the Fire Board's insurance. The extent and limitation of this support is more fully set forth in said MCL 691.1408.

### **Article 14     Agreement Processing**

This Agreement shall be filed with the Leelanau County Clerk and Michigan Secretary of State pursuant to the provisions of the Urban Cooperation Act of 1967, as amended.

### **Article 15     Miscellaneous**

1. 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.
2. 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.
3. This Agreement has been executed in the State of Michigan and shall be governed by Michigan law.
4. 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.
5. 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.
6. It is contemplated that this Agreement will be executed in four counterparts, each of which shall constitute an enforceable Agreement.
7. 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.
8. 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.
9. 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.
10. The within Agreement may only be amended by mutual written amendment approved by each of the four Township Boards and signed by their respective Supervisors and Clerks.
11. 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.

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 the said Boards as a duly called meeting set forth opposite their respective signatures.

Eliminated  
Added

CENTERVILLE TOWNSHIP  
a municipal corporation

By:  
(name), Supervisor

By:  
(name), Clerk

CLEVELAND TOWNSHIP  
a municipal corporation

By:  
(name), Supervisor

By:  
(name), Clerk

KASSON TOWNSHIP  
a municipal corporation

By:  
(name), Supervisor

By:  
(name), Clerk

SOLON TOWNSHIP

By:  
(name), Supervisor

By:  
(name), Clerk

Township Board Resolution Approved on the following Respective Dates

Centerville Township: 20 - -

Cleveland Township: 20 - -

Kasson Township: 20 - -

Solon Township 20 - -