

SOLON TOWNSHIP - CENTERVILLE TOWNSHIP  
INTERLOCAL FIRE DEPARTMENT AGREEMENT

Effective

April 16, 2013 THROUGH April 15, 2018

for the operation and control of the

**SOLON-CENTERVILLE FIRE DEPARTMENT**

INTERLOCAL FIRE DEPARTMENT AGREEMENT made this 16th day of April, 2013 by and between the TOWNSHIP OF SOLON, Municipal Corporation, with offices at 9191 S. Kasson Street, Cedar, Michigan 49621 and the TOWNSHIP OF CENTERVILLE, a municipal corporation, with offices at 5800 S. French Road, Cedar, MI 49621.

**WITNESSETH:**

**WHEREAS** The Urban Cooperation Act (P.A. 7 of 1967), as amended, provides authority for Townships to enter into Interlocal 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 Cedar 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and Centerville Township for the creation and the operation of a joint Fire Department are hereby terminated and superseded by the within Agreement. Solon Township and Centerville Township 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 “**SOLON-CENTERVILLE FIRE DEPARTMENT**” (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 of the Fire Department is to provide fire protection and other emergency services throughout the following described area:

- a. The entire Township of Solon.
- b. The entire Township of Centerville.

**4. Management of Fire Department**

The Fire Department shall be governed, managed and controlled by a Fire Board consisting of the five elected officials of aforesaid Townships. The fire chief of the Solon-Centerville Fire Department shall be an ex-officio, non-voting member of the Fire Board operating in an advisory capacity only.

The Fire Board shall be composed of ten members. The five (5) elected officials of the Solon Township Board and five (5) elected officials of the Centerville Township Board.

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, 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 of said Board. The Supervisors of said board shall act as chairman and vice-chairman. One of the Clerks shall be appointed by the Fire Board and act as the secretary of the Fire Board. The Clerk shall prepare the minutes of the Fire Board meetings and shall maintain the records of the Fire Board. One of the Treasurers shall be appointed by the Fire Board and act as the treasurer of the Fire Board. The Fire Board accounts shall be audited by

a certified public accountant every two years with such audit reports being furnished to the Fire Board and to each participating Township Board.

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**

The Fire Department Fiscal Year shall be from April 1 through March 31. The Fire Board shall prepare a budget each year of the proposed expenditures for the upcoming fiscal year. A fire budget shall not be effective until approved in identical form by both Township Boards.

## **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:

- A. The hiring and firing of a fire chief, assistant fire chief and other fire department officers and firemen as said Board determines necessary;
- B. The training of all fire personnel in accordance with the requirements of state law;
- C. The determination of compensation for all fire personnel;
- D. The job description, duties and responsibilities of all Fire Department personnel;
- E. The preparation of an annual budget;
- F. The delegation of duties and responsibilities to the Fire Chief;
- G. 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;
- H. Govern the maintenance and repair of all Fire Department equipment and assets owned or utilized by the Fire Department;
- I. The negotiating and execution of any mutual aid fire protection agreements with adjoining municipalities that are not part of the two above-named participating Townships.
- J. 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.

- K. Accept gifts, grants, or bequests to the Fire Department.
- L. The Fire Board does not have authority to levy taxes or special assessments.
- M. 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.

All expenditures made or authorized by the Fire Board shall be within the constraints of the fire budget approved by the Solon and Centerville Township Boards.

**7. Fire Station and Property (see appendix A for a list of equipment)**

The Fire Department shall be operated from a central fire hall and from such additional locations as may be determined by the Fire Board subject to any necessary additional funding for the additional locations approved by the foregoing two Township Boards.

The Solon-Centerville Fire Department shall be responsible for all utility expenses and all ordinary repairs required maintaining the fire station in good repair and condition.

Solon-Centerville Fire Department 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. Solon-Centerville Fire Department 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.

Obsolete, surplus, unused or unusable property and equipment of the Fire Department may be sold or abandoned by the Fire Board with all revenue received there from being considered assets of the Fire Department for use only in authorized expenditures of the Joint Fire Board.

**8. Insurance**

All real and personal property and equipment of the Fire Department shall be insured by the Solon-Centerville Fire Department in amounts not less than the replacement cost of similar property and equipment with all loss payable to said Fire Department. Workers' Compensation shall also be maintained by the Solon-Centerville Fire Department covering all fire personnel.

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. Financing of Fire Department Expenses**

Financing of Fire Department expenses shall be from support payments from each of the two participating Townships, based upon the annual operating budget approved by the respective two Township Boards or as may be required to be supplemented from time-to-time by unanticipated exceptional operating costs for the prior payment period.

Solon Township shall pay the budgeted support of the fire operating budget and Centerville Township shall pay the budgeted support of the fire operating budget. Payments shall be made to the Solon-Centerville Fire Department. The monies received shall be deposited by the Solon-Centerville Fire Board Treasurer.

The Fire Board is authorized to supplement the foregoing financing by establishing reasonable fire run charges to be billed to the Township in which the incident occurred. The respective Townships may effectuate recovery of the billing by billing the property owner or owners receiving the benefit of a fire run by the Fire Department. It may also enter into mutual aid agreement with adjoining municipalities under such terms as it deems appropriate.

Payments to the Fire Department from a participating Township, at the discretion of the respective Township Board, may be made from the Township's General Fund, a Township-wide fire special assessment district, from a voted fire tax millage or from grants, gifts or contributions from other sources. Where a major expenditure is agreed by the two Township Boards to be incurred by the Fire Board for capital improvements such as for a new fire station, housing for designated fire personnel, land for a new fire station or additional or replacement of emergency vehicles, each participating Township may fund its proportionate share of financing through any one or more of the afore mentioned financing methods. No borrowing of funds nor installment purchases shall be engaged in without the approval of each of the participating Township Boards.

## **10. Expenditures**

Expenditures from the Solon-Centerville Township Fire Fund shall be made by the appointed Fire Board Clerk upon direction of the Fire Board unless there are inadequate monies in the fund for such expenditure. The appointed Fire Board Clerk shall supply an annual financial statement of the fund at the end of each fiscal year to the Fire Board. The annual financial statement shall be provided within 45 days of the end of the fiscal year.

## **11. Term of Agreement**

This Agreement shall continue for an initial term of 5 (five) years from the date hereof, and shall be automatically renewed for additional successive terms of 5 (five) years each, unless written notice is given by resolution of a township board at least six

months 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. 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 agreement, 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 Solon Township and Centerville Township 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 Solon and Centerville Townships in the same proportion paid by each Township in purchasing such item of property.

Upon termination of this agreement, 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 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 Solon Township and Centerville Township.

## **13. Arbitration**

In the event of any dispute between the participating Township Boards concerning any provisions of the within Interlocal Agreement which cannot be resolved through negotiation between the respective two 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 two appointed arbitrators shall select a third arbitrator within an additional two weeks of the appointment of the last of the two arbitrators. The three arbitrators shall conduct an investigation and hearing on the dispute within an additional two weeks following the appointment of the third arbitrator or within such additional time as the three 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 third arbitrator's cost being shared equally by each of the two Townships. In the event the two initial arbitrators are unable to agree upon a third arbitrator, the third 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 unenforceability 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 two 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 two 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** Solon and Centerville 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.

**SOLON TOWNSHIP,**  
a municipal corporation

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

By: Shirley J. Mikowski  
Shirley Mikowski, Clerk

**CENTERVILLE TOWNSHIP,**  
a municipal corporation

By: Leonard Kelenski  
Leonard Kelenski, Supervisor

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

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

Solon Township: Feb 21<sup>st</sup>, 2013

Centerville Township: March 13<sup>th</sup>, 2013