

Changes to this agreement, made by mutual agreement of both Townships in October 1998, are in capital letters in Section II (1), Section IV, & Section V.

AGREEMENT
by
COLDSPRINGS TOWNSHIP & EXCELSIOR TOWNSHIP
for
JOINT VOLUNTEER FIRE & RESCUE DEPARTMENT

AGREEMENT made this 9th day of July, 1990, by and between the Townships of Coldsprings and Excelsior, both of whom are situated in Kalkaska County, Michigan, who individually are hereinafter referred to as "Coldsprings" and "Excelsior".

THIS agreement replaces the original agreement, dated January 12, 1980, and the revised agreement, dated June 6, 1983.

WITNESSETH:

WHEREAS, the establishment of a joint Fire Department has been directed by a majority vote of both Townships for furnishing such fire protection to the residents and property owners of each of the parties hereto, and

WHEREAS, the establishment of a joint Fire Department is specifically authorized by Public Act 81 of 1989,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for good and valuable considerations, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I
GENERAL PROVISIONS

A joint administrative fire board to be known as the "Coldsprings-Excelsior Joint Fire Board" is hereby formally established for the purpose of maintaining and operating the Coldsprings-Excelsior Townships Fire & Rescue Department under the terms and conditions contained herein.

II
JOINT FIRE ADMINISTRATIVE BOARD

(1) The Coldsprings-Excelsior Joint Fire Board shall consist of 2 members each from Excelsior Township and Coldsprings Township, one of whom shall be A township treasurer. A member of the joint administrative board shall not be a member or employee of the Coldsprings-Excelsior Townships Fire & Rescue Department.

(2) Each township, at its option, may appoint an alternate member to the Coldsprings-Excelsior Joint Fire Board, to serve in the temporary absence of the regular member.

(3) Term of office shall be 6 years, except the treasurer, which shall be 4 years, and will coincide with the election of Township officers.

(4) At its first meeting, the joint administrative board shall, by resolution approved by the majority of members, select an additional member, who shall be a resident of Excelsior or Coldsprings Township. Said member shall be from Coldsprings Twp. for the first 2 years, then from Excelsior Twp for the next 2 years, and continue to rotate from township to township in this manner.

(5) Compensation for joint administrative board members shall be the responsibility of the respective township boards. The Coldsprings-Excelsior Joint Fire Board shall reimburse members for actual and necessary expenses incurred in the performance of board duties.

(6) The members of the joint administrative board shall be residents of the township from which they were appointed. A vacancy on the joint administrative board shall be filled by the original appointing governing body for the remainder of the unexpired term. Members of the joint administrative board may be removed by the appointing governing body.

(7) The joint administrative board shall annually, elect a chairperson, vice chairperson, and secretary from the board membership. The treasurer shall be the treasurer of the township holding the funds for the department. The board shall adopt its own rules of procedure and shall keep a record of its proceedings. The board shall establish regular meeting dates which shall occur not less than monthly.

(8) A majority of members constitute a quorum for the transaction of business, and the affirmative vote of a majority of all the members is necessary for the adoption of a motion or resolution.

(9) The joint administrative board shall prepare an annual Fire & Rescue Department budget for Coldsprings and Excelsior Townships. The proposed budgets shall be submitted to and reviewed by the respective governing bodies, and may be amended, adopted, or rejected by them.

(10) Appointment or employment of a fire chief, or other fire officers, shall be on behalf of each township, as the joint administrative board does not constitute a new employer.

(11) The proceedings of the board shall be conducted in accordance with Roberts Rules of Order insofar as practicable. Business which the board may perform shall be conducted as a public meeting and public notice of regular and special meetings shall be made as required by Act No. 267 of the Public Acts of 1976, as amended.

III POWERS OF THE JOINT FIRE BOARD

The Coldsprings-Excelsior Joint Fire Board shall establish, construct, enlarge, improve, maintain, equip, operate and regulate, the Coldsprings-Excelsior Townships Fire & Rescue Department as closely as possible to its present organization, but in any event, reasonably sufficient to provide fire protection and allied services as may be required by the residents and property owners of each of the parties hereto.

The Coldsprings-Excelsior Joint Fire Board shall appoint the Fire Chief and such other officers, firefighters, and EMT's as may be necessary for the operation of the Department.

The Board shall approve and adopt rules and regulations established for the government of the Department, Fire fighters, EMTs, and Officers thereof, and for the care and management of engines, apparatus, property and buildings pertaining to the Department.

The Coldsprings-Excelsior Joint Fire Board may contract with neighboring townships to deliver fire services. However, to be binding on the Department, the contract for fire services must be approved by the respective township boards.

Any action of the Board which will require contributions of new or additional funds beyond those provided herein, must, to be binding upon the parties hereto, be passed or be later formally ratified, by resolution adopted by each of the parties hereto.

Ordinances and resolutions may be proposed by the Coldsprings-Excelsior Joint Fire Board as provided in Section 5 of Public Act 33 of 1951, as amended, but such ordinance or resolution shall be enacted only by the Township Boards of each of the parties hereto pursuant to the enabling authority vested in each of said parties.

IV PROPERTY AND FINANCES

Department equipment and apparatus are housed at 6565 Co. Rd. 612 NE. The real property and firebarn is owned jointly by Excelsior Township and Coldsprings Township. Equipment and apparatus are also housed at times in the Coldsprings-Excelsior Taxpayers Association firebarn.

Funding for the Coldsprings-Excelsior Townships Fire & Rescue Department is expected to be from extra voted millage, with equal millage levied in each township.

It is agreed that extra voted monies for fire and rescue will be turned over to the Joint Fire Board Treasurer no later than the first township board meeting after the extra voted money is paid from the Tax Account to the township.

In the event that General Fund monies are required for operation of the Department, these monies shall be proportional to each townships current TAXABLE VALUE, and will be turned over to the Joint Fire Board Treasurer when appropriated.

No fire extinguishing apparatus or equipment heretofore or hereafter acquired shall be disposed of by sale, lease, or otherwise, except by resolution of the Coldsprings-Excelsior Joint Fire Board.

Real property, equipment, or apparatus which is now owned, or which may hereafter be purchased through capital expenditures shall be owned proportionately by the parties hereto according to that share which each has contributed through its capital expenditures, provided however, that title to such equipment, apparatus, and property shall be in the name of the Coldsprings-Excelsior Joint Fire Board in trust for each of the parties hereto, for so long as Coldsprings Township and Excelsior Township remain a party to this agreement.

The parties hereto specifically agree that a minimum of \$ 3,000,000 public liability and property damage insurance shall be maintained at the discretion of the Coldsprings-Excelsior Joint Fire Board. Coldsprings Township and Excelsior Township shall be listed as named- insureds on said insurance policy(s). The cost of said insurance shall be paid from funds voted or appropriated for the operation of the Coldsprings-Excelsior Townships Fire and Rescue Department.

Financial records, accounts and procedures of the Coldsprings-Excelsior Joint Fire Board shall be audited biennially by the certified public accountant who audits the township whose treasurer controls the fire board funds. Cost of said audit is to be paid from Department funds. A copy of the audit shall be furnished to the Joint Fire Board, and the respective Township Boards in a timely manner.

V
OPERATIONAL AND CAPITAL EXPENDITURES

The Coldsprings-Excelsior Joint Fire Board is hereby specifically authorized to receive and expend voted and appropriated township monies for the operation of the Coldsprings-Excelsior Townships Fire and Rescue Department.

The Coldsprings Township Treasurer shall be the Treasurer of the Coldsprings-Excelsior Joint Fire Board. The Treasurer's Deputy shall be authorized to sign approved Fire Board checks in the absence of the Treasurer.

Said Treasurer shall abide by the same rules that govern the office of Township Treasurer regarding the deposition and disbursement of funds.

All Fire Board checks shall be signed by the Treasurer and countersigned by A BONDED MEMBER OF THE FIRE BOARD WHO IS ALSO A MEMBER OF THE OPPOSITE TOWNSHIP BOARD.

VI INVENTORY

The attached schedule "A" is a complete inventory of apparatus, equipment, supplies, etc. owned and/or used by the Coldsprings-Excelsior Townships Fire & Rescue Department. This schedule indicates year of purchase; cost - if known; each township share of cost. Some equipment is owned by the Department of Natural Resources, and is so noted. Equipment donated, or purchased with donated money, is considered as belonging to both townships equally.

VII WITHDRAWAL AND TERMINATION

This agreement shall be in full force and effect as to each party hereto until terminated by joint action of both parties, or until one party hereto withdraws by written notice served on the Coldsprings-Excelsior Joint Fire Board, and the other party hereto, at least one (1) year prior to withdrawal. Any accrued equity which any withdrawing party has in the capital account of the Coldsprings-Excelsior Joint Fire Board shall be received only in the form of services rendered by the Coldsprings-Excelsior Townships Fire & Rescue Department in the form of fire and rescue runs or other allied services based upon the fair market value of such services. However, if any capital expenditures or assessment is owed by the withdrawing party, such unpaid balance must still be paid.

If one party shall serve notice of withdrawal, all property acquired under this agreement shall be disposed of in any manner upon which both parties can agree. If no agreement as to disposition is reached within sixty (60) days after the day at which withdrawal takes effect, an advisory board shall be appointed to recommend disposition of the Fire and Rescue Department property and this advisory board shall consist of one member appointed by each of the parties hereto. The advisory board shall, as soon as practicable, but not more than sixty (60) days thereafter, prepare and recommend to the parties hereto a complete plan for the disposition of all property acquired under this agreement. If possible, such plan shall provide for the continuation of the use of the property as a Fire Department. In event either party hereto refuses to ratify said plan, the matter shall be settled by arbitration as provided in Section VII.

VIII
ARBITRATION OF DISPUTES

Any controversy or claim arising out of, or relating to this agreement, breach thereof, withdrawal of a party, or termination whereof may be settled by arbitration at the request of either party in accordance with the rules of the American Arbitration Association and judgement upon the award rendered by the arbitrator may be entered in any Court having jurisdiction hereon.

IX
AMENDMENTS

This agreement may be amended at any time by formal resolution adopted by the Township Board of each party hereof.

The parties hereto agree that this agreement is not intended to abrogate any state law applicable hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written:

THE TOWNSHIP OF COLDSPRINGS

By *Sean R. Plun* ¹⁰⁻¹²⁻⁹⁸
Supervisor

By *Mary Hays* ¹⁰⁻¹²⁻⁹⁸
Clerk

THE TOWNSHIP OF EXCELSIOR

By *Jane Marie Hill* ¹⁰⁻¹⁸⁻⁹⁸
Supervisor

By *Beth Larebee* ¹⁰⁻¹⁷⁻⁹⁸
Clerk