

JOINT FIRE DEPARTMENT AGREEMENT
BY AND BETWEEN THE VILLAGE OF DECATUR, TOWNSHIP OF DECATUR,
AND TOWNSHIP OF HAMILTON, ALL OF VAN BUREN COUNTY, MICHIGAN.

This Agreement made by and between the Village of Decatur, Township of Decatur and Township of Hamilton, all of Van Buren County, Michigan, hereinafter called Municipalities, witnesseth;

RECITALS

WHEREAS, the Village of Decatur and Townships of Decatur and Hamilton, all of Van Buren County, Michigan, have determined that it is in the best interest of said Municipalities to operate and maintain a Joint Fire Department for the purpose of furnishing fire protection to said Municipalities, and;

WHEREAS, the electors of said Municipalities at an election held on August 5, 1986, approved a Proposition, pursuant to Michigan Public Act 33 of 1951, as Amended, creating a Joint Fire Protection Special Assessment District comprising the entire unincorporated portions of Decatur and Hamilton Townships and the entire incorporated portion of the Village of Decatur, for the purpose of levying a tax of up to one and one-half mills upon the assessed valuation of land and premises in said Special Assessment District, to be used to furnish fire protection, and;

WHEREAS, said Municipalities did thereafter create a Joint Fire Protection Special Assessment District by Resolutions adopted January 19, 1987, and;

WHEREAS, the establishment of a Joint Fire Department is authorized by Public Act 33 of 1951, as Amended; Public Act 35 of 1951, as Amended, and Public Act 57 of 1951, as Amended, and Public Act 7 of the Extra Session of 1967, as Amended;

NOW THEREFORE in consideration of the foregoing premises and the mutual covenants hereinafter set forth, said parties agree as follows:

SECTION ONE
GENERAL PROVISIONS

A. CREATION OF JOINT FIRE DEPARTMENT. The Village of Decatur and Townships of Decatur and Hamilton, all of Van Buren County, Michigan, do hereby formally create and establish a Joint Fire Department to be known as the "Decatur-Hamilton Fire Department", for the purpose of providing fire protection for the entire incorporated portion of the Village of Decatur and the entire unincorporated portions of Decatur and Hamilton Townships.

B. FUNDING OF FIRE DEPARTMENT. All taxes collected by virtue of the Special Assessment on all lands and premises within the Joint Fire Protection Special Assessment District, heretofore created by said Municipalities, shall be used to operate and maintain said Joint Fire Department and to purchase fire equipment and apparatus and housing for the same.

SECTION TWO
FINANCES

A. DEPOSITS. The Special Assessment taxes collected for the fire department shall be deposited in a bank account or accounts, in the name of all three Municipalities, with the First State Bank of Decatur, Michigan.

B. CUSTODY AND DISBURSEMENTS. Said bank account or accounts shall be under the custody of the treasurer of the Fire Administrative Board, hereinafter established, who shall be the disbursing agent for said Joint Fire Department. No disbursement shall be made until first approved and authorized, as hereinafter provided, and all disbursements shall be by check signed by said treasurer. Said treasurer shall make such financial report as may be required by the Fire Administrative Board. For purposes of budgeting, accounting and reporting, the fiscal year of said Joint Fire Department shall be from July 1 to June 30. An audit of the funds shall be made in the same manner, and in the same procedure as

general township funds are audited.

SECTION THREE
PROPERTY

A. OWNERSHIP OF REAL AND PERSONAL PROPERTY. All fire extinguishing apparatus and equipment heretofore acquired or hereinafter acquired, and the real property presently being used as a fire hall, shall be owned by said Village of Decatur and township of Decatur and Hamilton, as Tenants in Common, with each Municipality owning an undivided one-third interest in said property. It is further agreed and understood that the real estate commonly known as the "Decatur Village Hall" and located at 114-116 N. Phelps Street, Decatur, Michigan, and previously used to house fire equipment, shall be and remain the sole and separate property of said Village of Decatur.

B. DISPOSAL OF REAL OR PERSONAL FIRE DEPARTMENT PROPERTY. No real property not fire extinguishing apparatus or equipment owned by said Municipalities and subject to this Agreement shall be disposed of by sale, lease or otherwise, except by a Resolution duly adopted by each of the aforesaid Municipalities.

SECTION FOUR
FIRE ADMINISTRATIVE BOARD

A. CREATION OF A FIRE ADMINISTRATIVE BOARD. A Fire Administrative Board is hereby created pursuant to Michigan Public Act 33 of 1951, as Amended, and specifically M.S.A. 5.2640 (11), for the purposes of administering said Joint Fire Department. Said Fire Administrative Board shall consist of seven (7) members appointed as follows: The governing body of each aforesaid participating Municipality shall appoint two (2) members for terms of six (6) years, which members shall be residents of the respective Municipality from which they were appointed; provided, that of the first members appointed to said Board, one (1) member from each

participating Municipality shall be appointed for a period of four (4) years. The seventh (7th) member of said Board shall be appointed by a Resolution approved by a majority of the other six (6) appointees, at the first meeting of the Joint Fire Administrative Board, which seventh (7th) member shall serve for a period of six (6) years. No member of said Board shall be a member of a fire department of any of said three (3) Municipalities and said members, except the treasurer of said Board, shall serve without compensation, but shall be entitled to actual necessary expenses incurred in the performance of their official duties. A Vacancy on said Board shall be filled by the original appointing governing body for the remainder of the unexpired term and any member of said Board may be removed by the appointing governing body. The treasurer of said Board, because he renders additional duties for bookkeeping and accounting reports, shall receive compensation therefore in the sum of Eighty Dollars (\$80.00) per month, which sum may be subsequently amended by a Resolution unanimously adopted by the governing bodies of the aforesaid three (3) Municipalities.

B. CONDUCT OF MEETINGS, ETC. Said Fire Administrative Board shall appoint a chairperson and a vice-chairperson to conduct its meetings, a secretary to record its proceedings and a treasurer to take care of finances, which persons shall serve at the pleasure of said Board and for terms of one (1) year and/or their successors are appointed.

1. Other officers and committees may be appointed by said Board from time to time as it shall direct. Proceedings of said Board shall be conducted in accordance with Robert's Rules of Order insofar as practicable.

2. A majority of the members of said Board shall constitute a quorum for the transaction of business

and the affirmative vote of a majority of all the members shall be necessary for the adoption of a motion or resolution.

3. All meetings of the Board and notice thereof shall comply with Public Act 266 of 1976, as Amended (Open Meetings Act). Meetings shall be held at least monthly, and at such other times as the chairperson or a majority of the Board shall direct by notice.

C. POWERS OF BOARD. The Fire Administrative Board shall, each year in advance, prepare an annual fire department budget, for a fiscal year commencing July 1, and terminating June 30, to be submitted to the three (3) Municipalities. Such budget shall be reviewed by the governing bodies of said three (3) Municipalities and may be amended or altered in any matter that may be unanimously agreed upon by the governing bodies of said three (3) Municipalities. Upon adoption of said budget by the governing bodies of said three (3) Municipalities same shall be the budget of the Fire Administrative Board for the ensuing fiscal year.

1. Said Fire Administrative Board shall also approve all bills and expenditures relative to the operation, maintenance and capital improvements of said Joint Fire Department, and shall submit said bills to the treasurer of the Fire Administrative Board for payment; provided however, that any one bill in excess of \$4,000.00 shall also be approved by the governing bodies of said three (3) Municipalities before payment of same shall be approved and authorized.

2. Said Fire Administrative Board shall also have the power to employ and appoint a Fire Chief and such other firemen and officers as shall be required

or necessary for the proper and efficient operation and maintenance of said Joint Fire Department; and to make and establish such rules and regulations for the governing of the department, firemen and officers thereof, and the care and management of the engines, apparatus, property and buildings pertaining to said Fire Department as it shall deem necessary and proper.

SECTION FIVE
WITHDRAWAL AND TERMINATION

A. This Agreement shall be in full force and effect as to each aforesaid Municipality from the date hereof until terminated by joint action of all of said Municipalities or until one (1) year after a Municipality gives written notice served on the other two (2) Municipalities of its desire and intention to terminate this Agreement.

SECTION SIX
DISPOSITION OF PROPERTY UPON WITHDRAWAL FROM,
OR TERMINATION OF THIS AGREEMENT

A. If one (1) Municipality withdraws from this Agreement, by serving notice of withdrawal as hereinbefore set forth, the assets of said Joint Fire Department shall be appraised at their fair market value by at least two (2) appraisers agreeable to all of said Municipalities. Thereafter the liabilities shall be ascertained and determined and subtracted from the aforesaid appraisal to arrive at the net worth of the assets of said Joint Fire Department. The remaining Municipalities shall pay the withdrawing Municipality in cash or assets, at the remaining Municipalities' election, an amount equal to one-third (1/3) of the determined net worth of said Joint Fire Department. Payment shall be made upon such terms as shall be

agreeable between the Municipalities or in full within one (1) year from the effective date of withdrawal and termination. In the event the liabilities exceed assets, the withdrawing party shall pay one-third (1/3) of said deficit equally to the remaining two (2) Municipalities in cash, on or before sixty (60) days after the effective date of withdrawal from this Agreement.

B. If two (2) or more Municipalities serve notice of withdrawal, all property and assets acquired under this Agreement shall be disposed of in manner which is agreeable to all of said Municipalities. If no agreement as to the disposition of said assets is reached within sixty (60) days after which withdrawal and termination takes effect, an Advisory Board shall be appointed to recommend disposition of the fire department property and assets. This Board shall consist of one (1) member appointed by each Municipality and shall prepare and recommend to the governing boards of each Municipality a complete plan for the disposition of all property acquired under this Agreement. In the event a Municipal Board refuses to ratify said plan, the matter shall be settled by arbitration or Court proceedings, or in such other manner as the parties may deem appropriate.

SECTION SEVEN AMENDMENTS

This Agreement may be amended at any time by an addendum adopted by Resolution by each of the governing bodies of the aforesaid three (3) Municipalities.

This Agreement entered into this 2nd day of February, 1987 by the Village of Decatur, pursuant to a Resolution adopted by the Village Council of the Village of Decatur.

VILLAGE OF DECATUR, Van Buren County,
Michigan, a Municipal Corporation

by: David D. Moormann
David D. Moormann, Village President

by: Norma Strickler
Norma Strickler, Village Clerk

This Agreement entered into this 10th day of February,
1987 by the Township of Decatur pursuant to a Resolution adopted by
the Decatur Township Board.

TOWNSHIP OF DECATUR, Van Buren County,
Michigan, a Municipal Corporation

by: Joseph Miller
Joseph Miller, Decatur Township
Supervisor

by: Jerilee Klinkers
Jerilee Klinkers, Decatur Township
Clerk

This Agreement entered into this 10th day of February,
1987 by the Township of Hamilton pursuant to a Resolution adopted by
the Hamilton Township Board.

TOWNSHIP OF HAMILTON, Van Buren County,
Michigan, a Municipal Corporation

by: Gordon P. Phillips
Gordon P. Phillips, Hamilton
Township Supervisor

by: David L. Tate
David L. Tate, Hamilton Township
Clerk