

CITY OF HARTFORD - HARTFORD TOWNSHIP
INTERLOCAL FIRE DEPARTMENT AGREEMENT

Effective
November 11, 2013

for the operation and control of the
HARTFORD FIRE DEPARTMENT

INTERLOCAL FIRE DEPARTMENT AGREEMENT

made this 11th day of November, 2013

by and between the

CITY OF HARTFORD, with offices at
19 West Main St., Hartford, MI 49057 and the
TOWNSHIP OF HARTFORD, with offices at
61310 County Road 687, Hartford, MI 49057

WITNESSETH:

WHEREAS The Urban Cooperation Act (P.A. 7 of 1967), as amended, provides authority for Municipalities 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 Municipalities have for many years cooperated in furnishing fire protection services throughout their jurisdictions through a single fire department jointly funded by said Municipalities and are currently continuing to operate such a joint Fire Department also known as the Hartford Fire Department; and

WHEREAS such Municipalities wish to continue such operation through the formal agreement under the Urban Cooperation Act of 1967.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1: ESTABLISHMENT

A. Termination of Previous Agreements

The previous agreements between the City of Hartford and Hartford Township for the creation and the operation of a joint Fire Department are hereby superseded by this Agreement. The City of Hartford and Hartford Township agree to repeal any ordinance(s) that are in conflict with this agreement.

B. Establishment of Fire Department

Pursuant to the Urban Cooperation Act of 1967, as amended, there is created and established the "HARTFORD 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.

C. General Purpose

The general purpose of the Fire Department is to provide fire protection and other emergency services throughout the following described area:

1. The entire City of Hartford.
2. The entire Township of Hartford.

SECTION 2: JOINT OWNERSHIP

The City of Hartford and the Township of Hartford have an equal (50/50) share of the land, building and inventory.

SECTION 3: ESTABLISHMENT OF FIRE BOARD

- A. The Fire Department shall be governed, managed and controlled by a Fire Board (herein called the Board) consisting of the five (5) members, for terms of six (6) years each subsequent to the initial term, or until a successor is appointed. Said members shall be appointed in the following manner and for the following initial terms:
 1. Each municipality by a majority vote of all members of its governing body shall appoint one member for a term expiring on June 30th of the even numbered years following the creation of the Board, or until a successor is appointed.
 2. Each municipality by a majority vote of all members of its governing body shall appoint an additional one member for a term expiring June 30th of the second year following the terms of the first two members, or until a successor is appointed.
 3. The fifth member of the Board shall be appointed by a majority vote of the other four members of the Board appointed by the City and the Township, to serve a term expiring June 30th of the fourth year following the terms of the first two members, or until a successor is appointed.
 4. When initial terms have expired, the municipality responsible for the original appointment to the Board shall appoint, for six year terms, in the manner above described, successive members to the Board. The result will be that the City and Township shall always have two members each on the Board at any one time with the fifth member always appointed by the Board itself.
 5. The fire chief of the Hartford Fire Department shall be an ex-officio, non-voting member of the Fire Board operating in an advisory capacity only. The Fire Chief, Deputy Chief or Assistant Chief shall attend a City and a Township meeting once a month.

- B. No member of the Board shall be a member of the fire department, nor shall members of the immediate family (i.e. parents, grandparents, siblings, spouse, and children biological or adopted) of a Board member be appointed to the Board.
- C. Members of the Board will be residents of the municipality which appointed them with the exception of the member appointed by the Board, who may be a resident of either the City or Township. One elected member from each Municipality may serve on the Board.
- D. Each Fire Board member shall serve at the pleasure of the Municipality that appointed him/her and may be removed by the appointing Municipality at will even if his/her term on the Fire Board has not yet expired.
- E. Members of the Board may be paid at a rate determined by the City and Township at the annual joint meeting and shall be entitled to actual and necessary expenses approved by the City and Township, unless the contrary is approved by both the City and Township in joint session. Upon adoption of this agreement, the rate for the first year shall be \$30.00 per meeting.
- F. **Meetings.** The Board shall meet at least every month, and shall annually establish a meeting schedule which shall be posted at the Fire Department, City Hall and Township Hall in a manner and time provided by law. All meetings will comply with Michigan's Open Meetings Act. Special meetings may be called by the Chairperson or in the absence of the Chairperson by any three (3) Board Members. All Board Members shall be notified in writing at least eighteen (18) hours prior to the special meeting. Meeting notices shall be posted at the Fire Department, City Hall and Township Hall.
- G. **Voting.** Each member of the Board is entitled to vote upon all matters to come before the Board, in the absence of a conflict of interest. (A conflict of interest resulting in matters in which a relative or family member is involved; the member has a business or financial interest in the subject matter; and if there still remains a question about a conflict, then a majority vote of the Board members can determine whether a conflict is sufficient to require abstention.) Each Board Member is entitled to one vote for each action taken by the Board. Unless specifically stated otherwise in this Agreement or in applicable law, all actions taken by the Board shall require approval of not less than a simple majority of the commission entitled to vote. Proxy voting is not allowed.
- H. **Quorum.** No action shall be taken except at a meeting at which a quorum of the Board is present in person. A quorum shall consist of not less than a majority of the duly appointed voting members of the Board.

I. **Minutes.** Minutes of all Board meetings shall be prepared and approved as required by law. Copies of unapproved minutes shall be distributed to the City Clerk and the Township Clerk within eight (8) business days of said meeting. Copies of approved Fire Board Minutes shall be distributed to the aforementioned Clerks within five (5) business days following approval. Minutes and public records shall be available from the Board as required by law including the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, as amended.

J. **Officers.** Upon appointment of all five members to the Board, the Board shall organize by its own selection the following:

- **Chairperson.** The Chairperson shall preside at all meetings of the Board, and shall exercise all privileges and duties of a Board Member, including the right to vote on all matters.
- **Secretary.** The Secretary shall keep all minutes of the meetings of the Board and all records of the Board. The Secretary shall also provide advance notice of all meetings to the Board Members.
- **Treasurer.** The Treasurer shall receive, deposit, invest, and reinvest all funds to the Board. The Treasurer shall keep accurate financial records and shall keep all members of the Board apprised of the financial status of the Board upon intervals established by the Board. Copies of all reports provided to the Board by the Treasurer regarding the finances of the Board shall be provided to the City and the Township after each scheduled meeting.
- **Receipts and expenditures** (checks) shall require two (2) Board Members signatures.
- The Board shall be bonded, a bond sufficient in amount to cover any and all sums received from the City and Township during a single fiscal year. The cost of said Bond shall be deemed an operating expense of the Board.
- No member of the Fire Board shall exercise any authority on an individual basis. All authority shall rest with Fire Board acting as a whole.

K. The Board shall appoint a Fire Chief who shall serve at the pleasure of the Board. All employees, including the Fire Chief, shall be considered employees of the Board.

The Chief shall be accountable to the Board for the efficient and effective operation of the Department and for the Department's compliance with all State laws, City and Township ordinances and policies.

The Chief shall recommend, subject to Board approval, the appointment and/or removal of assistant chief, captain(s), lieutenant(s), firefighters, and other position as may be deemed necessary.

The Chief shall develop written administrative rules to increase efficiency and effectiveness of the Department, including pre-planning and post incident critiques, regulations, assignment and scheduling of personnel and shall plan for the long range needs of the Department.

SECTION 4: FINANCES

- A. **Fiscal Year.** The Board's fiscal year shall run from July 1 to June 30th of each year.
- B. **Operating Costs.** By way of example shall include such items as utilities, insurance costs, petroleum products, necessary and reasonable Board expenses, maintenance costs, and whatever compensation the Board may provide for members of the Fire Department.
- C. **Capital Expenditures.** By way of example shall include new buildings, real property, any and all improvements to the present building or buildings housing the Fire Department, purchases of all fire and associated equipment and apparatus with a cost in excess of \$10,000.00.
- D. **Presentation of Budget to City and Township.**
 - a. The Time for presenting the Board's recommended budget shall be the first day of May.
 - b. The Board shall inform the City Clerk and Township Clerk, in writing, as to the time and place of the joint session in which review of the budget shall be made. Such notice shall be at least thirty (30) days prior to the meeting date.

- c. Copies of the recommended budget shall be given to the City Clerk and Township clerk at least fifteen (15) days prior to the joint session.
- d. Approval of the budget shall be by a majority vote of each Municipality at the joint budget session.
- e. Upon approval of the budget the City and Township shall contribute the approved funding by the 20th day of each month. See Section 4H for Current Formula.

E. **Budget Amendments.** In the event the Board encounters unforeseen expenditures during its fiscal year in excess of its approved budget it may be allowed to amend the budget by 20% from fund equity if available. If fund equity is not available it shall submit a written request with justification to the City and Township for the approval of the excess expenditure prior to those expenditures. Neither municipality shall be required to pay its share until each municipality has approved the Board's request by a majority vote of all members of its governing body.

F. **Insurance.** It shall be the express duty of the Board to purchase adequate insurance to protect the City and Township from loss by way of fire, property damage, personal liabilities and workmen's compensation.

G. **Audit.** The Board shall be subject to a complete audit at least one time per year by a Certified Public Accountant. Upon completion of audit copies shall be given to the City Clerk and Township Clerk.

H. **Funding Formula Review.** The funding formula shall be reviewed on a 5 year schedule with respect to the City and Township.

- 1. The current funding formula for Operating Expenses is
 - a. The City of Hartford, 40% of the Operating Budget
 - b. The Township of Hartford, 60% of the Operating Budget
- 2. For example, the current funding formula is determined by fire calls per each Municipality (excluding I94 and Red Arrow Hwy).
- 3. At adoption of this agreement, a committee existing of two (2) Township Representatives, two (2) City Representatives and one (1) ex-officio Fire Board Representative shall be formed to review the funding formula.

4. If an agreement cannot be reached regarding the funding formula refer to Section 5B Arbitration.

SECTION 5. MISCELLANEOUS PROVISIONS

A. Termination of Agreement. Either the City or the Township may terminate this agreement by notice, in writing, at least 12 months prior to said termination date. Said notice shall be given to the Board and the other municipality. Upon termination the terminating municipality shall pay the remaining municipality according to the funding formula. (For example, with a 60/40 formula upon termination, the Township of Hartford shall pay the City of Hartford 60% of the operating costs accrued to date of termination if the Township of Hartford is the terminating municipality, and the City of Hartford shall pay the Township of Hartford 40% of the costs accrued to the date of termination if the City of Hartford is the terminating municipality.)

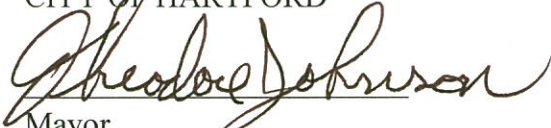
The other municipality shall purchase the respective 50% interest of the terminating municipality based on the appraised value of all property, both real and personal, if available. Such distribution may be in money, in services, and/or in equipment and property; and, if in money, may be payable over such period of time as is determined within the reasonable financial ability of the remaining municipality. If said book value cannot be established, then based upon mutual agreement between the municipalities accomplished within a 30 day period of such termination date, or if no mutual agreement is made, then the terms may be referred to arbitration in the matter described in Section 5B.

B. Arbitration. Disagreements in regards to the establishment and maintenance of the joint fire Department which may arise between the City and Township, and which cannot be resolved by mutual agreement, shall be submitted to binding arbitration by professionally qualified arbitrators. The majority vote of the members of the governing body of one municipality shall be sufficient to initiate the arbitration procedure. The City and Township then shall each appoint one arbitrator of its own choosing. The two arbitrators thus selected shall in turn appoint a third and final arbitrator. The third arbitrator shall not be a resident of the City or Township of Hartford or have any proprietary interest in either the City or Township. Costs of said arbitration shall be borne equally by the City and Township.

C. **Amendments.** This agreement may be amended by a majority vote by both the City Commission and Township Board.

This agreement shall be executed by the Mayor of the City of Hartford and the Supervisor of Hartford Township after adoption by both Municipalities.

CITY OF HARTFORD



Mayor




Clerk

TOWNSHIP OF HARTFORD



Supervisor



Clerk