

**INTERGOVERNMENTAL AGREEMENT FOR THE  
OPERATION, FUNDING, AND MAINTENANCE OF THE  
PARMA SANDSTONE FIRE DEPARTMENT  
Reprinted August 11, 2014**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered as of this day 28th day of February, 2006, by and between the Township of Parma, a Michigan general law township located in the County of Jackson, whose offices are located at 2388 Eaton Rapids Rd., Albion, Michigan 49224 ("Parma"); the Charter Township of Sandstone, a Michigan charter township, located in the County of Jackson, State of Michigan and whose offices are located at 7940 County Farm Rd., Parma, Michigan 49269 ("Sandstone"); and the Village of Parma, a Michigan general law village located in the County of Jackson, whose offices are located at 117 W. Main St., Parma, Michigan 49269 (the "Village").

**WITNESSETH:**

WHEREAS, Parma, Sandstone and the Village each previously adopted an ordinance establishing a joint fire administrative board in accordance with Act 33 of the Public Acts of Michigan of 1951, as amended, for the establishment, operation, funding, and maintenance of the Parma Sandstone Fire Department to provide fire protection services for residents and owners of property within Parma, Sandstone and the Village; and

WHEREAS, Parma, Sandstone and the Village desire to enter into an intergovernmental agreement under the provisions of Act 35 of the Public Acts of Michigan of 1951, as amended, to provide for the continued operation, funding, and maintenance of the Parma Sandstone Fire Department and the existing joint administrative board, subject to certain modifications.

NOW THEREFORE, in consideration of their mutual undertakings, it is hereby agreed by and between the parties hereto as follows:

## **AGREEMENT**

### **ARTICLE I**

#### **SCOPE, PURPOSE AND INTENT OF AGREEMENT**

**Section 1.1 Scope.** This Agreement shall apply in the Participating Municipalities with respect to the creation and operation of the Board and the Fire Department.

**Section 1.2 Purpose.** The purpose of this Agreement is to: (a) establish the Fire Department so that the Fire Department may provide the Services to the residents of Parma, Sandstone and the Village; (b) establish the jurisdiction and authority of Parma, Sandstone and the Village over the Fire Department, its chief, officers and firefighters through the creation and use of a joint fire administration board in accordance with Act 33; (c) establish rules and regulations for the membership, officers, meetings, voting, duties and rules for operation of the Board and Fire Department; (d) establish the jurisdiction and authority over the selection of Fire Department personnel; (e) provide for authority to adopt rules and regulations for the conduct of personnel; (f) establish procedures to oversee the purchase and maintenance of Fire Department Equipment, to review and approve the Fire Department budget, funding sources, disbursement of funds, and appointment of the Fire Chief; and (g) prescribe the powers and duties of all Fire Department personnel.

This Agreement is entered into in accordance with Act 35 and constitutes an "intergovernmental agreement" by and between the Participating Municipalities so as to clarify the rights and obligations of the Participating Municipalities with respect to the Board and the Fire Department including, but not limited to, the funding and operation of the Board and the Fire Department, and disbursement of funds for Fire Department operations, capital outlays, Equipment and personnel,

### **ARTICLE II DEFINITIONS**

**Section 2.1 Act 206.** Michigan's General Property Tax Act, Act 206 of the Public Acts of Michigan of 1893, as amended,

**Section 2.2 Act 276.** Michigan's Open Meetings Act, Act 276 of the Public Acts of Michigan of 1976, as amended.

**Section 2.3 Act 33.** Act 33 of the Public Acts of Michigan of 1951, as amended.

**Section 2.4 Act 35.** Act 35 of the Public Acts of Michigan of 1951, as amended.

**Section 2.5 Board.** The Fire Administration Board established in accordance with Act 33, Act 35 and this Agreement by Parma, Sandstone and the Village to administer and oversee the operation and maintenance of the Department.

**Section 2.6 Chair.** The Chair of the Board elected by the members of the Board in accordance with Article IV of this Agreement.

**Section 2.7 County.** The County of Jackson, Michigan.

**Section 2.8 Equipment.** All apparatus, devices, hardware, materials, including, but not limited to, turn-out gear, computers, software, electronics, communication devices, tools, or fire fighting implements, and vehicles necessary for the proper operation and maintenance of the Fire Department which allows the Fire Department to provide the Services to and within the Participating Municipalities.

**Section 2.9 Fire Department.** The Parma Sandstone Fire Department established in accordance with this Agreement and Act 33.

**Section 2.10 Fire Department Officers.** Those individuals designated by the Fire Chief to assist in the operation and maintenance of the Fire Department as more particularly described in Article X of this Agreement.

**Section 2.11 Governing Body.** The duly elected legislative body of each Participating Municipality (i.e., the Parma Township Board, the Sandstone Charter Township Board and the Parma Village Council).

**Section 2.12 May.** Is permissive.

**Section 2.13 Parma.** The Township of Parma, County of Jackson, a Michigan general law township.

**Section 2.14 Participating Municipality.** One of the three entities bound by the terms of this Agreement that participates in the operation and oversight of the Fire Department.

**Section 2.15 Participating Municipalities.** Parma, Sandstone and the Village.

**Section 2.16 Sandstone.** The Charter Township of Sandstone, County of Jackson, a Michigan charter township.

**Section 2.17 Services.** Emergency, fire protection, hazardous materials and first responder emergency medical services provided in and to the Participating Municipalities by the Fire Department under the terms of this Agreement and applicable state law.

**Section 2.18 Shall.** Is mandatory.

**Section 2.19 Village.** The Village of Parma, County of Jackson, a Michigan general law village.

### **ARTICLE III ESTABLISHMENT OF FIRE DEPARTMENT; JOINT FIRE ADMINISTRATION BOARD**

**Section 3.1 Establishment of Fire Department.** There is hereby established the PARMA SANDSTONE FIRE DEPARTMENT.

**Section 3.2 Establishment of Board.** The Board is hereby established to administer and oversee the operation and maintenance of the Fire Department. The Board shall be the governing body of the Fire Department, subject to the provisions of this Agreement and the rights and obligations of Parma and Sandstone as more particularly described herein.

**Section 3.3 Composition of Board. (\* Amended July 2014)** The Board shall be comprised of seven members. Each Participating Municipality shall appoint two members to the Board (i.e., two members from Parma, two members from Sandstone and two members from the Village), subject to the following:

(a) One member shall be a member of the Governing Body of that Participating Municipality and shall be appointed to serve for a term of four years concurrent with their elected term of office;

(b) One member shall be a member "at large" from the community (i.e., not an elected member of the Governing Body of that Participating Municipality) and shall be appointed for a term of three years (Initial members shall be appointed with staggered terms, i.e., one member for an initial term of one year; one member for an initial term of two years; and one member for an initial term of three years);

(c) No member of the Board shall also serve as Fire Chief, a Fire Department Officer, firefighter or an employee of the Fire Department; and

(d) Members of the Board may be removed by the appointing Governing Body for misfeasance, malfeasance, and nonfeasance of duties.

(e) (\*) Recognizing the Village has a fewer number of residents to select an "at large" Fire Board member, it is acceptable for the Village not to be restricted by sub paragraph (b) and allow them to appoint a non voting elected Village Official (i.e. Clerk or Treasurer) as their "at large" member until another Village resident is willing to serve as the "at large" member.

(f) (\*) When there is a change in appointment, the participating municipality shall submit letter of notification to the Fire Board designating their appointed Fire Board members and their respective term.

**Section 3.4 Additional Board Member.** Upon election of the Chair of the Board under Article IV of this Agreement, the Governing Body of the Participating Municipality in which the Chair resides shall appoint the seventh and final member of the Board. For purposes of the preceding sentence and for illustration purposes only, if the Chair of the Board resides in the Village, the Governing Body of the Village shall appoint the seventh and final member of the Board. The member shall serve for a term of one year.

**Section 3.5 Additional Provisions.** The Secretary of the Board appointed in accordance with Article IV of this Agreement shall be responsible for notifying the Governing Body of each Participating Municipality of the expiration of terms of office for Board appointments. Appointments to the Board shall be made by the Governing Body of each Participating Municipality within 30 days of expiration of Board members' term or upon a vacancy on the Board. All members of the Board shall be a resident of the respective communities that they represent.

## **ARTICLE IV BOARD OFFICERS AND DUTIES**

**Section 4.1 Election of Chair and Vice Chair.** At the annual meeting to be held each January, the first six members of the Board shall elect a Chair and Vice Chair of the Board.

**Section 4.2 Responsibilities of Chair.** The Chair shall:

(a) appoint a Secretary to keep the minutes of all regular and special meetings and any other duties delegated by the Chair or the Board including, but not limited to, maintaining a record of Board appointments and notifying the respective boards of expiration of terms;

(b) establish the agenda for each Board meeting;

(c) preside over Board meetings; and

(d) establish and appoint committees as needed.

**Section 4.3 Responsibilities of Vice Chair.** The Vice Chair shall perform the duties of the Chair in the event of the absence or disability of the Chair.

**Section 4.4 Board Treasurer; Responsibilities.** The Village Treasurer shall act as the treasurer for the Fire Department and shall disburse funds and pay bills in accordance with this Agreement. However, the Village Treasurer is not a member of the Board, unless appointed to the Board by the Village in accordance with Article III. In addition to the responsibilities set forth in other provisions of this Agreement, the Board Treasurer shall provide a monthly written report of all Fire Department account balances to the Board, Parma and Sandstone.

**Section 4.5 Report to Participating Municipalities.** Members of the Board who are elected to the Governing Body of their respective Participating Municipality shall report all business and recommendations of the Board and the Fire Department to the Governing Body of their respective Participating Municipality. In the event of the absence of that member, the member "at large" for each Participating Municipality shall provide the report to the Governing Body of their respective Participating Municipality.

## **ARTICLE V BOARD MEETINGS; VOTING; COMPENSATION**

**Section 5.1 Regular and Special Meetings.** The Board shall meet at least once per month. The Board shall establish a date for each regular monthly meeting at the annual meeting to be held each January. Special meetings may be held as needed. The schedule for all regular meetings and any special meeting notices shall be posted at the offices of the Village and at the Fire Department building in accordance with Act 276.

**Section 5.2 Record of Proceedings; Quorum.** The Board shall operate under its established rules of procedure and keep a record of its proceedings. The record of the Board's proceedings shall be maintained in the Fire Department's main office. A majority of the members of the Board then in office constitutes a quorum for the transaction of business.

**Section 5.3 Meetings Open to the Public.** All Board meetings shall be open to the public in accordance with Act 276 and the public shall have a reasonable opportunity to be heard at each meeting.

**Section 5.4 Joint Meetings of Participating Municipalities.** The Governing Body of the Participating Municipalities shall hold at least two joint meetings per year regarding the operation of the Board and Fire Department. Meetings will be held at the main Fire Department building, unless the Board determines otherwise. The responsibility for holding and keeping minutes of the meeting will rotate among the Participating Municipalities.

**Section 5.5 Voting.** All matters of policy must be approved by a 2/3 vote of the Board members then in office. For all other matters, a vote of a majority of the members of the Board present at any meeting at which a quorum is present shall be sufficient for passage. The Board shall act by motion or resolution. Motions shall be restated by the Chair before a vote is taken. The Secretary of the Board shall record in the minutes the names of the Board members making and seconding the motion. Voting will be by voice vote and the yeas or nays for each vote shall be recorded by the Secretary. The Chair may vote on motions and resolutions coming before the Board.

**Section 5.6 Board Approval Required.** No member of the Board shall make decisions on policy or non-emergency expenditures without approval of the Board.

**Section 5.7 Compensation to Board Members.** Each Participating Municipality shall determine on its own whether to pay compensation to its appointees to the Board for Board meetings attended and the rate to be paid. Any compensation paid to a Board member by a Participating Municipality shall be paid by that Participating Municipality and not from Fire Department funds or funds derived from a fire millage collected by the Participating Municipality.

## **ARTICLE VI FISCAL YEAR; FUNDING OF DEPARTMENT**

**Section 6.1 Fiscal Year Established.** Beginning April 1, 2006, and each year thereafter, the fiscal year of the Board for all purposes, including budgeting and funding of the Fire Department, shall be April 1 through the following March 31. For the 2005 fiscal year only, the Board and the Fire Department shall operate on a March 1, 2005 through March 31, 2006 fiscal year and the prior method for funding the Fire Department shall be extended through March 31, 2006.

**Section 6.2 Funding.** The Board and Fire Department shall be funded in accordance with this section.

(a) The financial funding for monthly operations and capital outlay shall be allocated each year between Parma and Sandstone on the basis of: (i) the total Taxable Value of all real and personal property on the ad valorem tax roll, plus (ii) 50% of the Taxable Value of all real and personal property on the industrial facilities tax roll in Parma and Sandstone for the preceding year, as a proportion of the total of (i) Taxable Value of all real and personal property on the ad valorem tax roll plus (ii) 50% of the Taxable Value of all real and personal property on the industrial facilities tax roll in both Parma and Sandstone for the preceding year.

This allocation shall be performed each year and it is understood by Parma and Sandstone that the relative shares of Parma and Sandstone may change year to year due to differing rates of increase (or decrease) in Parma's and Sandstone's respective total Taxable Value. This allocation shall be

performed annually for the following year's expenses by the Parma and Sandstone Treasurers, and in the event of a disagreement by the Treasurers, by the County Equalization Department, within 90 days following the statutory determination of Taxable Value.

For purposes of illustration only, the shares for calendar year 2006 shall be based upon Parma's and Sandstone's 2005 Taxable Value, as shown in Table 1.

<b>TABLE 1</b>			
<b>2005 Taxable Values</b>			
	<b><u>Sandstone</u></b>	<b><u>Parma</u></b>	<b><u>Totals</u></b>
Ad Valorem Real	\$102,925,914	\$53,429,812	
Ad Valorem Personal	<u>\$17,243,302</u>	<u>\$ 4,488,244</u>	
Ad Valorem Total	\$120,169,216	\$57,918,056	\$178,087,272
IFT Real	\$ 1,712,982	\$ 738,600	
IFT Personal	<u>\$51,675,121</u>	<u>\$ 454,515</u>	
IFT Total	\$53,388,103	\$1,193,115	
x .50	\$26,694,052	\$596,558	\$27,290,610
Total	<u>\$146,863,268</u>	<u>\$58,514,614</u>	<u>\$205,377,882</u>
Pro Rata Shares	71.5088%	28.4912%	100.00%

(b) If, as a result of Board of Review, Tax Tribunal or State Tax Commission proceedings, the Taxable Value of Parma or Sandstone is reduced and, as a result, Parma or Sandstone is required to refund fire millage collections to a taxpayer, then upon presentation of documentation by the treasurer of the affected township, the Board Treasurer shall refund the amount specified to that township treasurer from amounts on deposit in the Fire Department's account, excluding amounts on deposit in the Insurance Recovery Fund established in accordance with Section 6.5 of this Agreement. In the event that there are insufficient funds in the Fire Department account to make such a refund, then Parma and Sandstone shall provide the funds necessary to make such a refund according to the allocation ratios then in effect in the tax year for which the refund is due. For example, if in 2008 a Parma Board of Review proceeding results in the reduction of taxable value for Parma for tax year 2007 and a refund by Parma is due to a taxpayer for the 2007 tax year, if the amounts on deposit in the Fire Department accounts in 2008 are insufficient to pay such a refund, Parma and Sandstone shall pay from their own funds on hand an amount to Parma, in direct proportion to the year 2007 allocation for Fire Department costs and expenses, to allow Parma to make such a refund to the taxpayer.

(c) The allocation for funding of the Fire Department set forth in Section 6.2(a) above, which is subject to adjustment by Section 6.2(b) above, shall be utilized after preparation and adoption of the annual Fire Department budget under the provisions of Article VII of this Agreement. The allocation formula under Section 6.2(a) establishes Parma's and Sandstone's minimum funding obligation with respect to the Fire Department and Parma and Sandstone are obligated to meet that funding obligation on an annual basis using the proceeds of a dedicated fire millage, general funds, any other legally available sources, or a combination of any of the foregoing.

(d) For calendar years 2006 through 2011, inclusive, it is the intent that Parma and Sandstone will fund their respective allocable share from the proceeds of a voted millage levy. For

calendar year 2012 and thereafter, Parma and Sandstone shall fund their respective allocable shares from proceeds of a voted millage levy, any other legally available funds, or both. Parma has sole discretion to determine how Parma will fund its allocable share and Sandstone has sole discretion to determine how Sandstone will fund its allocable share,

**Section 6.3 Transfer of Funds to Board Treasurer.** All funds budgeted by and from Parma and Sandstone for the operation and maintenance of the Fire Department shall be transferred from Parma and Sandstone to the Village on a semi-annual basis to be held and administered by the Village on behalf of Parma and Sandstone as follows:

(a) The first disbursement of funds from the Treasurers of Parma and Sandstone to the Board Treasurer shall be on or before each March 15 and shall include any collections of voted millage levied for the operation and maintenance of the Fire Department, which was collected by Parma and Sandstone before the end of the immediately preceding February as part of the township tax collection.

(b) The second disbursement of funds from the Treasurers of Parma and Sandstone to the Board Treasurer shall be within ten calendar days after the date that the County funds delinquent taxes to Parma and Sandstone in accordance with Act 206.

The transfer of funds by Parma and Sandstone to the Village pursuant to (a) and (b) above shall be without regard to whether Parma and Sandstone levy a voted millage for the operation and maintenance of the Fire Department.

**Section 6.4 Village's Responsibilities; Investment of Funds.**

(a) The Village shall hold, deposit and invest the funds transferred by Parma and Sandstone for operation and maintenance of the Fire Department as an agent for Parma and Sandstone.

(b) As custodian of the Fire Department funds on behalf of Parma and Sandstone, the Village shall hold and account for such funds in accordance with generally accepted accounting principles applicable to local governments,

(c) The Village shall hold and invest those funds in accordance with an investment policy developed by the Village in accordance with the provisions of Act 20 of the Public Acts of Michigan of 1943, as amended; provided, however, that any such funds that are invested by the Village shall be capable of divestiture by the Village, upon demand and without a significant penalty or loss of principal invested so as to provide funds necessary for the operation and maintenance of the Fire Department. On an annual basis, the Village shall provide the investment policy to Parma and Sandstone for review and approval by the Parma and Sandstone Township Boards.

**Section 6.5 Insurance Recovery Fund. (\*Amended August 2014)** As part of the funds held by the Village in accordance with this Agreement, the Village Treasurer shall also collect the proceeds of any insurance policy paid to the Fire Department for the Services rendered by the Fire Department. The insurance proceeds shall be held in a separate "insurance recovery fund" to be established and maintained by the

Village Treasurer, The money set aside in the insurance recovery fund shall be used by the Board for any of the following:

- (a) the purchase of Equipment;
- (b) toward the costs for the acquisition, construction and financing of any real property or improvements to real property;
- (c) as matching funds for any grant related to the Fire Department;
- (d)(\*) replacement of expendable goods such as but not limited to flares, foam, oil dry and saw blades that are used on billable incidents by Parma/Sandstone Fire Department and or any Mutual Aid department assisting Parma/Sandstone Fire Department during billable incidents; and
- (e)(\*) replacement of damaged or lost personal property during incident used by Parma/Sandstone Fire Department and or any Mutual Aid department assisting Parma/Sandstone Fire Department during billable incidents.

Recognizing that from time to time the Board Treasurer will receive money related to the Fire Department, including, but not limited to, Schooling Fees and cash donations, the Board Treasurer may deposit such funds in the Insurance Recovery Fund and disburse funds from the Insurance Recovery Fund as authorized by the Board. The deposit and disbursement of those funds for those purposes shall be included in the monthly written report required to be provided by the Board Treasurer in accordance with Section 4.4.

**Section 6.6** Retention of Earnings. Parma and Sandstone may each retain any interest or investment earnings that accrue on any collections of voted millage for the operation and maintenance of the Fire Department prior to the transfer of such millage collections to the Board Treasurer under Section 6.3 of this Agreement. Parma and Sandstone may use such interest or earnings for costs associated with the administration of or compliance with this Agreement.

**Section 6.7** Ownership of Fire Department Assets. Ownership of all Fire Department assets, including Equipment and real and personal property shall be determined in accordance with this section.

(a) Real and personal property (including Equipment) acquired by a Participating Municipality or jointly by the Participating Municipalities for the Fire Department prior to the date of this Agreement shall:

(1) in the case of property acquired by a Participating Municipality, remain the property of that municipality; or

(2) in the case of property acquired jointly by the Participating Municipalities, remain joint property owned by the Participating Municipalities in direct proportion to the amount paid by each Participating Municipality for that property, subject to applicable depreciation. For example, if a fire truck was acquired jointly by Parma, Sandstone, and the Village prior to the date of this Agreement, and each Participating Municipality paid one third of the cost to acquire the fire truck, for purposes of this Agreement, each Participating Municipality would own and maintain an undivided one third interest in the fire truck, subject to applicable depreciation.

(3) Upon the sale or disposition of any property described in subsection (a)(1) or (2) above, the owner or owners of that property shall be entitled to the proceeds from the property in direct proportion to the Participating Municipality's ownership interest as of the date of the sale or disposition of the property.

(b) Real and personal property (including Equipment) acquired by Parma or Sandstone or jointly by Parma and Sandstone for the Fire Department after the date of this Agreement shall:

(1) in the case of property acquired solely by either Parma or Sandstone, remain the property of the municipality that purchased the property; and

(2) in the case of property acquired jointly by Parma and Sandstone, remain joint property owned by Parma and Sandstone and the ownership interest in that property shall be in direct proportion to the amount paid by Parma and Sandstone, respectively, subject to applicable depreciation. The Participating Municipalities intend that the cost to acquire any real and personal property (including Equipment) will be funded using the money provided by Parma and Sandstone to and for the Fire Department under the provisions of Section 6.2 of this Agreement. As a result, it is anticipated that:

(i) the Village will not acquire an interest in any real or personal property to be acquired after the effective date of this Agreement; and

(ii) Parma and Sandstone's ownership interest in any real or personal property to be acquired after the effective date of this Agreement will be in direct proportion to the amounts contributed by Parma and Sandstone under the provisions of Section 6.2 of this Agreement.

(3) Upon the sale or disposition of any property described in subsection (b)(1) or (2) above, the Board Treasurer shall provide a credit to the Participating Municipality (or Participating Municipalities if the property was jointly owned) toward Parma or Sandstone's funding obligation for the next fiscal year. The amount of the credit shall be in direct proportion to the Participating Municipality's ownership interest as of the date of the sale or disposition of the property.

(c) For purposes of this Section 6.7, the term "acquired" shall include real and personal property that is donated to the Fire Department. For example, if property was donated to the Fire Department prior to the date of this Agreement, each Participating Municipality would own an undivided 1/3 interest in that donated property. After the date of this Agreement, any property donated to the Fire Department will be owned by Parma and Sandstone in direct proportion to the amounts contributed by Parma and Sandstone to and for the Fire Department under the provisions of Section 6.2 of this Agreement.

## **ARTICLE VII FIRE DEPARTMENT BUDGET; EXPENDITURES**

**Section 7.1 Annual Budget.** The Fire Chief shall prepare a budget for the Fire Department on an annual basis and present it to the Board for review. Upon review, the Board shall make a written

recommendation to Parma and Sandstone on whether the budget shall be approved, amended or rejected. Following receipt of the Board's recommendation, the budget shall then be reviewed and approved by the Parma Township Board and the Sandstone Township Board. Parma and Sandstone, acting by and through their respective township boards, may approve (in whole or in part), amend or reject the budget. The budget approved by both Parma and Sandstone shall constitute the budget for the Fire Department for that fiscal year.

**Section 7.2 Copies of Budget.** Parma and Sandstone shall provide a copy of the budget approved by Parma and Sandstone to the Board and the Village to facilitate disbursements for the operation and maintenance of the Fire Department in accordance with the approved budget.

**Section 7.3 Disbursements According to Budget,** Once the budget is approved by Parma and Sandstone, the Village, acting by and through its Treasurer and Clerk as necessary, may authorize the expenditure of Fire Department funds in accordance with the annual budget and the line items contained within the budget, subject to the following:

(a) Routine monthly expenses, such as utility expenses for the operation of the Fire Department and other expenses that are recurring and payable on a monthly basis, shall be paid immediately by the Village in accordance with the budget; and

(b) Other non-routine expenses shall be paid by the Village only after:

(1) the Board receives and reviews the invoices (and any additional documentation for such expenses) and recommends the invoices to Parma and Sandstone for approval; and

(2) Parma and Sandstone approve the payment of those amounts.

**Section 7.4 Budget Transfers.** Transfers between line items within the annual budget may be made upon review and approval by the Board, The Board shall provide written notice of any such transfers to Parma, Sandstone and the Village.

**Section 7.5 Additional Items to be Included in Budget. (\* Amended in Dec 2013 )** In addition to line items necessary for the operation and maintenance of the Fire Department in the next fiscal year, the Fire Chief shall include in the annual budget the following:

(a) a line item for annual insurance premiums necessary to adequately insure Equipment, assets and operations of the Fire Department; and

(b) a line item to reimburse the Village for the Village's reasonable administrative costs to be incurred in the next fiscal year by the Village in the administration and disbursement of funds. This line item shall be subject to the following:

(1) For budget years 2006 through 2011, the maximum annual amount to be budgeted and paid to the Village as reimbursement for the administration of this Agreement on behalf of Parma and Sandstone shall be \$1,500

(2) Village shall be reimbursed \$375 at the end of each quarter for such administration costs and services (for an annual total of \$1,500). After 2011 the quarterly amounts shall be in equal amounts.

\*(3) After 2011, the maximum annual reimbursement and the amount of each quarterly reimbursement specified in Section 7.5(b)(1) and (2) above may be modified by the Participating Municipalities at the December joint meeting and documented in the meeting minutes. ;

**Section 7.6 Annual Replacement Plan.** Along with the annual budget, the Fire Chief shall also prepare and submit a replacement plan covering all Fire Department Equipment. The plan shall identify, at a minimum, any Equipment or capital items (i.e., buildings, real property and similar items) proposed to be acquired, expanded or replaced in the next fiscal year and any fiscal years thereafter, the age and current condition of the Equipment and capital items, any repairs or deficiencies with the Equipment or capital items, the estimated cost to acquire, expand or replace the Equipment and capital items, and information on the proposed new Equipment or capital items to be acquired which will replace the existing Equipment or capital items. The Board may include in the annual budget any Equipment or capital items listed in the replacement plan. The Fire Chief shall work with the Fire Board to develop a schedule for the acquisition and replacement of Equipment and capital items so that new Equipment and capital items may be purchased using funds allocated in the budget.

**Section 7.7 Emergency Expenditures.** The Chair of the Board may approve and authorize the Village Treasurer to make emergency expenditures on behalf of the Fire Department within the line items in the budget. All such emergency expenditures shall be reviewed and ratified by the Board at a special meeting or the next regularly scheduled meeting.

**Section 7.8 Annual Audit.** An annual audit of Fire Department accounts shall be conducted by the Village's certified public accountant at the close of the Board's fiscal year. The Village Treasurer shall provide all necessary records for the conduct of the audit. A copy of the final audit shall be submitted to each Participating Municipality and the Board.

**Section 7.9 Insurance.** The Board shall maintain necessary insurance on all Equipment, buildings and real and personal property, including liability insurance, to adequately protect the Fire Department and the Participating Municipalities, and a copy of all policies shall be furnished annually to each Participating Municipality.

## **ARTICLE VIII DEPARTMENT RULES AND REGULATIONS**

**Section 8.1 Rules And Regulations.** The Fire Chief, with the assistance of Fire Department Officers, shall prepare reasonable rules and regulations for the efficient and safe operation of the Fire Department and the repair, maintenance and care of Fire Department Equipment. The Board shall review and approve such rules and regulations.

## **ARTICLE IX FIRE CHIEF; APPOINTMENT, STATUS, QUALIFICATIONS, DUTIES**

**Section 9.1 Appointment of Fire Chief.** The Board shall appoint a Fire Chief, who shall be the administrative officer of the Fire Department. The Fire Chief shall be accountable to the Board, serve at the pleasure of the Board, and be an "at will" employee. The Fire Chief shall have no vested

rights in the position of Fire Chief and shall not be subject to any just cause, restrictions on discipline or discharge. The Fire Chief shall be subject to annual performance review at the regular Board meeting held in December.

**Section 9.2 Qualifications.** Minimum qualifications of the Fire Chief shall be: (a) certified in Firefighting 1 and 2; (b) certified in Medical First Response; (c) knowledgeable of fire fighting training, hazardous materials and medical rescue; (d) physically able to perform all duties required of a firefighter; (e) be knowledgeable of the service area of the Fire Department; and (f) be available by telephone when not on duty.

**Section 9.3 Responsibilities of Fire Chief.** The Fire Chief shall:

(a) be accountable to the Board and Governing Body of each of the Participating Municipalities for the efficient and effective operation of the Fire Department, the safe and timely providing of the Services within the Participating Municipalities, and the Fire Department's compliance with applicable State Fire Codes and regulations;

(b) establish programs to ensure all members of the Fire Department meet all State and Federal regulations, certifications and legal requirements;

(c) ensure that (i) fire inspection and community fire prevention programs are conducted; and (ii) all Fire Department equipment and buildings are properly maintained and in good working order;

(d) enforce all rules and regulations adopted by the Board under the provisions of Section 8.1 of this Agreement; and

(e) complete and file (or designate a Fire Department Officer to complete and file) all papers and documents related to insurance claims and recovery on behalf of the Fire Department.

**Section 9.4 Responsibility for Providing Services.** The Fire Chief or his designee shall supervise the extinguishing of all fires that endanger the health, safety, and welfare of residents and property within the Participating Municipalities. The Fire Chief shall enforce any fire ordinances adopted by the Participating Municipalities, the County or State, and ensure that all Fire Department personnel comply with Fire Department and Board rules, regulations and policies. The Fire Chief shall notify the Board of any major problems or issues that require Board action.

**Section 9.5 Additional Responsibilities; Training and Needs Assessment.** The Fire Chief, along with Fire Department Officers, shall develop written administrative rules to increase the efficiency and effectiveness of the Fire Department, including pre-planning and post incident critiques, training sessions, regulations, assignment and scheduling of personnel, and shall plan for the long range needs of the Fire Department. All such rules shall be subject to review and amendments, approval or rejection by the Board as they deem necessary.

**ARTICLE X  
OFFICERS; APPOINTMENT; RANK & DUTIES**

**Section 10.1 Appointment of Fire Department Officers. (\*Amended December 2009)**

The Fire Chief shall appoint officers from qualified adequately trained personnel, and shall establish a chain of command in descending order of rank. (\*) Fire Department Officers shall consist of no more than five (5) Officers. Fire Department Officers shall include: no more than two Assistant Chief (s), Captain(s) and Lieutenant(s). Fire Department Officers shall aid the Fire Chief in development of Fire Departmental policies, administration of Fire Departmental rules, regulations, policies, training and incident command.

**Section 10.2 Job Descriptions.** The Fire Chief shall establish a job description for each rank. Each command officer shall be responsible that orders are carried out by subordinates. Temporary officers may be appointed by the senior officer present at any emergency to ensure the continuity of the chain of command. Such temporary appointments shall terminate when the officer with the given responsibility becomes available.

**ARTICLE XI  
EMPLOYEES (FIREFIGHTERS)**

**Section 11.1 Medical and Drug Testing Required.** All Fire Department personnel including the Fire Chief, Fire Department Officers, firefighters and Fire Department employees will be subject to medical examination (physical) and drug testing to establish performance ability of the duties of firefighter for the Fire Department, All Fire Department personnel including the Fire Chief, Fire Department Officers, firefighters and Fire Department employees are subject to random drug and alcohol testing,

**Section 11.2 Applications for Personnel. (\*Amended December 2009)**

(\*) The Fire Chief is authorized to hire firefighter personnel as needed when vacancies occur. No Board approval is required to hire firefighters. The Fire Chief shall try to maintain a roster of members that will fit the needs of the department.

**Section 11.3 New Firefighters; Probationary Status. (\*Amended December 2009)**

(\*) New Firefighters shall be considered probationary for a period of one (1) year after completing State and Departmental trainings listed within the departments Policies and Procedures. Any trained, State Certified Firefighter moving into the area, the probationary period will be at the discretion of the fire officers. Duties of probationary firefighters shall be only as assigned to him/her by the Fire Chief or officer in charge. Probationary firefighters shall not be issued Fire Department badges or insignia and shall use emergency signal devices on their private vehicle only if authorized by the Fire Chief.

**Section 11.4 Additional Requirements for Firefighters.** Firefighters shall be of good character and follow all of the rules and regulations established by the Fire Department and the Board. All firefighters and Fire Department employees shall be "at will" employees and subject to dismissal at any time without cause.

**Section 11.5 Changes in Employment Status; Approval Required.** The Fire Chief is authorized to change the employment status of a probationary or volunteer firefighter.

## **ARTICLE XII EMPLOYEE COMPENSATION**

**Section 12.1 Firefighter Compensation.** Compensation to firefighters shall be in such amounts as may be determined from time to time and recommended by the Board to Parma and Sandstone. The Fire Chief shall keep accurate records that indicate the amount of compensable time served by all personnel and shall surrender such records on request by the Board or Participating Municipalities. Compensation for mileage for approved Fire Department business (non-run) will be reimbursed according to applicable Federal regulations.

## **ARTICLE XIII TRAINING; CONDUCT; DISCIPLINARY PROCEDURE**

**Section 13.1 Employee Training Required.** The Fire Chief or his designee shall hold regular Fire Department training information sessions with quarterly detailed reports to the Board on training and status of personnel participation, (i.e., type of training, certification, fire fighters attendance.)

**Section 13.2 Responsibility for Training.** The Fire Chief shall ensure that all personnel are trained and qualified for the duties that they are expected to fill.

**Section 13.3 Conduct of Fire Chief, Fire Department Officers, Firefighters and Employees; Disciplinary Process.** The Fire Chief shall develop a policy outlining the conduct and expectations of Fire Department Officers, firefighters and Fire Department employees, including prohibited conduct, a procedure for addressing disciplinary action including, but not limited to the notice, adjudication and appeal process. The policy prepared by the Fire Chief shall be reviewed and approved by the Board prior to implementation by the Fire Chief and the policy may be modified by a majority vote of the Board.

**Section 13.4 Disciplinary Action Against Fire Chief.** Disciplinary action against the Fire Chief shall be instituted by the Board or the Governing Bodies of the Participating Municipalities and shall be documented in the same manner as any other offense committed by a member of the Fire Department.

## **ARTICLE XIV CONFLICT OF INTEREST**

**Section 14.1** No member of the Board, the Fire Chief, any Fire Department Officers, firefighters or employees of the Fire Department shall:

(a) be a party, directly or indirectly, to any contract between himself or herself and the Fire Department or the Board (other than for a contract of employment);

(b) have a direct pecuniary interest in any contract of or relating to the Fire Department (other than for a contract of employment);

(c) directly or indirectly solicit any contract (other than for a contract of employment), or take any part in the negotiations for such a contract or the renegotiation or amendment of the contract, or in the approval of the contract; or

(d) represent either party in the transaction.

For purposes of this section, "direct pecuniary interest" shall mean the individual's interest in the contract must be of such substance as to induce action on his or her part to promote the contract for his or her own personal benefit.

**Section 14.2** There shall be no conflict of interest where a contract is awarded to the lowest qualified bidder, upon receipt of sealed bids pursuant to a published notice for bids, provided that the notice does not bar, except as authorized by law, any qualified person, firm, corporation, or trust from bidding. This section does not apply to amendments or renegotiations of a contract or to additional payments under the contract which were not authorized by the contract at the time of award.

**Section 14.3** The provisions of this Article relating to conflicts of interest are intended to supplement the requirements of state law including, but not limited to, the provisions of Act 317 of the Public Acts of Michigan of 1968, as amended. In the case of a conflict between the requirements of this Article and Act 317, the terms of this Article shall govern.

## **ARTICLE XV PUBLIC CONTACT**

### **Section 15.1 Fire Chief as Designated Representative. (\*Amended December 2009)**

(\*) The Fire Chief or his /her designee shall be the designated public relations (PR) officer for the Fire Department; The public relations Officer (s) shall strive to utilize public interactive skills as the chief administrative officer for the Fire Department.

**Section 15.2 Contact with News Media.** The Fire Chief or his/her designee may release facts regarding fires or other emergencies to the news media. All other personnel shall refer all media inquiries to the Fire Chief or his/her designee.

**Section 15.3 Access to Fire Station.** Members of the public will be allowed into the fire station only when accompanied by a member of the Fire Department or with prior approval of the Fire Chief. The public will always be treated courteously and professionally by all Fire Department personnel.

## **ARTICLE XVI EMERGENCY RESPONSES**

**Section 16.1 Care in Providing Services.** When responding to emergencies and providing the Services, all personnel will drive emergency vehicles with appropriate concern for the safety of the public and use defensive driving. Use of emergency signals on vehicle shall be considered a request for the right of way from other drivers.

**Section 16.2 Use of Signals.** Use of emergency signal equipment shall be permitted only when the Fire Department has been officially dispatched to emergency, Fire Department personnel only in vehicles on emergency response.

**Section 16.3 Out of Service.** Fire equipment participating in parades, school functions, or community events is considered "out of service." Lights and sirens may be used at the discretion of the Fire Chief or driver.

## **ARTICLE XVII DEPARTMENT EQUIPMENT; BUILDINGS AND GROUNDS**

**Section 17.1 Use of Fire Department.** Assets. Use of the Fire Department Equipment and building is for providing the Services within the Participating Municipalities. Any other use, without the approval of the Board, is considered unauthorized and the Fire Department, Board, and Governing Bodies of the Participating Municipalities shall not be held liable for its unauthorized use or misuse.

**Section 17.2 Tampering, Modification or Falsification of Equipment or Fire Department Records.** Any person intentionally tampering with Equipment or falsifying Fire Department information and/or records will be subject to prosecution.

**Section 17.3 Use of Protective Gear.** Protective gear shall be worn when engaged in firefighting in any enclosed structure, or outdoors when warranted.

**Section 17.4 Loss or Damage of Equipment.** Equipment that is lost or damaged shall be reported as soon as possible to the Fire Chief or any Fire Department Officer. Property shall be disposed of only with the prior approval of the Board after submittal of written report to the Board by the Fire Chief.

**Section 17.5 Return of Equipment and Fire Department Property.** All Fire Department Equipment issued to a firefighter or Fire Department Officers shall be returned to the Fire Chief by any personnel leaving the Fire Department. Pay may be withheld from any firefighter or Fire Department Officer for any unreturned Equipment or such firefighter or officer may be billed by the Fire Department for the unreturned Equipment,

**Section 17.6 Prohibited Substances.** Alcohol and controlled substances shall not be brought into the Fire Department building or on Fire Department grounds.

**Section 17.7 Private Vehicles.** Private vehicles must be parked in designated areas only.

## **ARTICLE XVIII SOLICITING DONATIONS**

**Section 18.1 Board Approval Required.** Any Fire Department fund raising activities shall have the prior approval of the Board.

**Section 18.2 Transfer of Funds.** All moneys derived from Fire Department fundraising activities shall promptly be deposited with the Board Treasurer and reported to the Board.

**Section 18.3 Limitation.** The provisions of this Article do not apply to fundraising activities sponsored by entities such as the Parma Sandstone Fireman's Club, Friends of the Parma Sandstone Police and Fire Department, or other similar benevolent associations.

## **ARTICLE XIX TERMINATION**

**Section 19.1 Notice; Effect of Termination.** Any Participating Municipality may terminate its participation in the Board and Fire Department upon at least one year's prior written notice to the other Participating Municipalities. A Participating Municipality that has provided notice of termination shall be required to continue all obligations under the terms of this Agreement for the year prior to the effective date of termination and upon termination shall not be entitled to any share of the assets, cash, Equipment or apparatus of the Fire Department.

## **ARTICLE XX MISCELLANEOUS**

**Section 20.1 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

**Section 20.2 Governing Law; Change in Law.** This Agreement shall be governed by and construed with reference to the laws of the State of Michigan. If changes in the Constitution or laws of the State of Michigan occur which shall affect the organization, territory, powers or corporate status of the Parma, Sandstone, the Village, the Board or the Fire Department, the terms and provisions of this Agreement shall not be affected thereby and the rights, duties and obligations of Parma, Sandstone and the Village under this Agreement shall not be altered or affected thereby.

**Section 20.3 Notices.** Any notice necessary or proper to be given to either of the parties hereto may be served in the following manner: (i) if to Parma, by personal delivery at 2388 Eaton Rapids Rd., Albion, Michigan, or by first class mail, addressed to the Township Supervisor and Clerk at P.O. Box 51, Albion, Michigan 49224-0051; (ii) if to Sandstone, by personal delivery at 7940 County Farm Rd., Parma, Michigan, or first-class mail, addressed to the Supervisor and Clerk at P.O. Box 288, Parma, Michigan 49269-0288; and (iii) if to the Village, by personal delivery at 117 W. Main St., Parma, Michigan, or by first-class mail, addressed to the President and Clerk at P.O. Box 127, Parma, Michigan 49269-0127. Any party may, from time to time, change its address and/or addressees by notice as provided above.

**Section 20.4 Captions.** The captions in this Agreement are for convenience of reference and shall not be construed to conflict with its provisions.

**Section 20.5 Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 20.6 Authority to Execute.** The parties hereto hereby authorize their respective chief executive officers (i.e., Township Supervisor and Village President) and Clerks to execute this Agreement in accordance with Act 33 and Act 35.

**Section 20.7 Amendment.** This Agreement may be amended only in writing, approved by the Governing Body of each Participating Municipality and signed by the chief executive officer and clerk of each Participating Municipality.

**Section 20.8 Severability.** Should any portion of this Agreement be declared unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and be unaffected by the portion which may be declared to be unenforceable.

**Section 20.9 Repeal of Ordinances.** Parma, Sandstone and the Village hereby agree that:

(a) this Agreement supersedes Parma Ordinance No. 120, adopted October 13, 1997; Sandstone Ordinance No. 34, adopted August 11, 1997; Village Ordinance No. 134A, adopted November 4, 1997, and any and all amendments to those ordinances;

(b) as of the effective date of this Agreement, this Agreement will govern the relationship of the parties with respect to the operation, funding and maintenance of the Fire Department;

(c) as of the effective date of this Agreement, the ordinances specified in Section 20.9(a) above shall be of no force and effect with respect to the operation, funding and maintenance of the Fire Department; and

(d) Parma, Sandstone and the Village shall each introduce and adopt an ordinance to repeal their respective ordinances specified in Section 20.9(a) above and take any and all actions necessary to effectuate the repeal of those ordinances including, but not limited to, publication of the ordinance or summary of the ordinance repealing the ordinances specified in Section 20.9(a) above.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by their respective, duly authorized officials,

TOWNSHIP OF PARMA

Date \_\_\_\_\_

By: \_\_\_\_\_

Wendy Chamberlain  
Its: Supervisor

By: \_\_\_\_\_

Donald E. Spangler  
Its: Clerk

CHARTER TOWNSHIP OF SANDSTONE

Date \_\_\_\_\_

By: \_\_\_\_\_

L. Keith Acker  
Its: Supervisor

By: \_\_\_\_\_

Priscilla J. Sterrett  
Its: Clerk

VILLAGE OF PARMA

Date \_\_\_\_\_

By: \_\_\_\_\_

James Jenkins  
Its: President

By: \_\_\_\_\_

Katie Cotey  
Its: Clerk

**Amendments to:  
INTERGOVERNMENTAL AGREEMENT FOR THE  
OPERATION, FUNDING, AND MAINTENANCE OF THE  
PARMA SANDSTONE FIRE DEPARTMENT**

**This is a list of paragraphs changes approved by all participating municipalities to the following paragraphs. Changes are *italicized*.**

**First Amendment December 2009**

**Section 10.1 Appointment of Fire Department Officers.** The Fire Chief shall appoint officers from qualified adequately trained personnel, and shall establish a chain of command in descending order of rank. *Fire Department Officers shall consist of no more than five (5) Officers. Fire Department Officers shall include: no more than two Assistant Chief (s), Captain(s) and Lieutenant(s). Fire Department Officers shall aid the Fire Chief in development of Fire Departmental policies, administration of Fire Departmental rules, regulations, policies, training and incident command.*

**Section 11.2 Applications for Personnel.**

*The Fire Chief is authorized to hire firefighter personnel as needed when vacancies occur. No Board approval is required to hire firefighters. The Fire Chief shall try to maintain a roster of members that will fit the needs of the department.*

**Section 11.3 New Firefighters; Probationary Status.** *New Firefighters shall be considered probationary for a period of one (1) year after completing State and Departmental trainings listed within the departments Policies and Procedures. Any trained, State Certified Firefighter moving into the area, the probationary period will be at the discretion of the fire officers. Duties of probationary firefighters shall be only as assigned to him/her by the Fire Chief or officer in charge. Probationary firefighters shall not be issued Fire Department badges or insignia and shall use emergency signal devices on their private vehicle only if authorized by the Fire Chief.*

**Second Amendment July 2014**

**Section 3.3 Composition of Board.**

(e) *Recognizing the Village Council has a fewer number of residents to select an at large Fire Board member, it is acceptable for the Village not to be restricted by sub paragraph (b) above and allow them to appoint an elected official but a non voting member of the Village council (i.e Clerk or Treasurer) as their "at large" member until another Village resident is willing to serve as the "at large" member.*

(f) *Each participating municipality shall submit letter to the Fire Board designating their appointed Fire Board members and their term , whenever there is a change in appointments.*

**Section 7.5 Additional Items to be Included in Budget.**

(3) *After 2011, the maximum annual reimbursement and the amount of each quarterly reimbursement specified in Section 7.5(b)(1) and (2) above may be modified by the Participating Municipalities at the December joint meeting and documented in the meeting minutes.*

**Third Amendment August 2014**

**Section 6.5 Insurance Recovery Fund. (added)**

(d) replacement of expendable goods such as but not limited to flares, foam, oil dry and saw blades that are used on billable incidents by Parma/Sandstone Fire Department and or any Mutual Aid department assisting Parma/Sandstone Fire Department during billable incidents; and

(e) replacement of damaged or lost personal property during incident used by Parma/Sandstone Fire Department and or any Mutual Aid department assisting Parma/Sandstone Fire Department during billable incidents.