

CONTRACT CREATING THE OGEMAW FIRE
DEPARTMENT-FIRE ADMINISTRATION BOARD

THIS CONTRACT entered into this 2nd day of January, 1986, by and between the Townships of Ogemaw, Churchill, Horton, Edwards, West Branch and the City of West Branch, hereinafter referred to as the Municipalities, all of Ogemaw County, State of Michigan, for the purpose of creating a Fire Administration Board, hereinafter referred to as the "Board", which shall provide fire protection for the citizens and taxpayers of the Municipalities pursuant to MCLA Sec. 124.531 et seq.

1. NOW THEREFORE, the Municipalities participating in this Contract do hereby jointly and singularly transfer their responsibilities of providing fire protection to its citizens and taxpayers to a Fire Administration Board hereinafter created under the terms of this Contract.

2. The Fire Administration Board shall be made up of the Supervisors of each Township and the Mayor of the City of West Branch or his/her designated representative with each such member to have one vote.

3. The Board shall conduct all business heretofore assigned to it by the Municipalities and any such action taken shall be accomplished by resolution.

4. The Board shall keep a journal containing the resolutions and minutes of each meeting and shall record, on each resolution, the vote of each member.

5. The members of the Board shall meet on or before the effective date of this Contract and shall select a Chairman and Vice Chairman. A Secretary-Treasurer shall be appointed by the Chairman.

6. The Chairman shall preside over all meetings of said Board and, in the absence of the Chairman, the Vice Chairman shall preside.

7. The Chairman shall appoint all committees and designate the Chairman thereof. The Secretary-Treasurer and one other officer so elected, shall be responsible for all funds collected and disbursed.

8. Each year the Board shall hold an annual meeting on the 3rd Tuesday of January and at this annual meeting the Board shall elect new officers.

9. The Board shall meet quarterly to conduct the business of the Ogemaw Fire Department. Special meetings may be called by the Chairman of the Board upon notice. Special meetings may be called by the Chairman of the Board or upon the request of any two members of the Board.

10. Notice of regular and special meetings shall comply with the Open Meetings Act of the State of Michigan.

11. A majority of the Board shall constitute a quorum for the conduct of the business of the Board.

12. A majority of those present and constituting a quorum is required for the passing of any resolution.

13. The Board may acquire, equip, maintain, house and man such fire apparatus as may be necessary for the fire protection of the citizens and taxpayers of the Municipalities.

14. The Board may contract for all or any one or more of the following items or services with participating Municipalities or adjoining non-participating Municipalities, to-wit:

- (1) Equipment
- (2) Maintenance
- (3) Operation
- (4) Housing
- (5) Manning
- (6) Training

and any other items and services deemed necessary for the proper fire protection of the Municipalities.

15. The Board shall prepare a budget for its operations each year and submit the same to each Municipality prior to the Municipality's budget hearings.

16. The Municipalities share of the budget shall be determined by each Municipality's last State Equalized Valuation.

17. The entire land area of each Municipality shall be included in the coverage area of the department.

18. The Municipalities shall pay their share of the budget

to the Board on or before the 22nd day of January of each year during the terms of this Contract.

19. It being recognized by the Municipalities that it is necessary to replace damaged and outdated equipment from time to time, the Board shall include in its budget, by separate entry, a reasonable amount for the future replacement and acquisition of new equipment, based on the remaining useful life of present equipment and determined by the use of recognized accounting principles. Such monies so collected by the Board shall be set aside in a specific fund to be used solely for the acquisition of new equipment as the need arises.

20. The Board is authorized to accept gifts including money, equipment, real estate or any other property from persons, corporation or other political subdivisions. Such gifts shall be held in the name of the Ogemaw Fire Department-Fire Administration Board. The Board is further authorized to request and receive grants from State or Federal sources or from private agencies when and if any such funds or grants may be made available.

21. Upon receipt of any funds from the Municipalities, or from any source, the Board shall open and deposit the same in an account in a bank or credit union to be selected by the Board. Said account shall be held in the name of the Ogemaw Fire Department-Fire Administration Board. Withdrawal of such funds shall require two signatures, one of which must be the

Secretary-Treasurer, and the other to be determined by the Board. Officers of the Board must be bonded in the same manner as other public officials and the cost thereof is to be borne by the Board.

22. The members of the Board shall receive no compensation, per diem or mileage for attendance at regular or special meetings of the Board from Board funds. The individual Municipalities may pay per diem, mileage and any expenses rendered necessary by the acquisition of equipment or any other extraordinary activity required of members of the Board. The Board may set and pay one or more of the officers a reasonable salary for duties solely connected with the operation of the Board and the salary so paid is to be commensurate with such duties and obligations.

23. All equipment and funds now owned jointly by the Municipalities under the name of the Ogemaw Rural Fire Department shall be forthwith, on the effective date of this Contract, transferred to the Ogemaw Fire Department - Fire Administration Board.

24. The Ogemaw Fire Department-Fire Administration Board shall appoint the Fire Chief of the Ogemaw Fire Department.

25. The effective date of this Contract shall be January 1, 1986 and the term of the Contract shall be indefinite.

26. Any purchase of specialized equipment by one or more of

the Municipalities who are members of the Department shall be at said Municipality's own expense, provided, that the Board may decide, by a majority vote, to pay part of the cost of said special equipment if it shall be deemed in the best interest of the entire department.

27. Upon dissolution of the Ogemaw Fire Department pursuant to Paragraph 28 all funds, special funds, equipment, land, buildings and assets belonging to the department shall remain with any two or more of the original Municipalities that agreed to continue under the terms of this Contract on the effective date of the dissolution of the department.

28. This Contract may be amended by agreement of the Municipalities hereto in the same manner as the original Contract was made. This Contract may be terminated by joint action of all of the Municipalities or by an individual Municipality not less than one year after its notice thereof, in writing, to all other Municipalities. Such notice of withdrawal from the department must include notice specifically given to the Board at a regular or special meeting.

THIS CONTRACT approved by resolution of the Township Board of the Township of OGEMAW, at a meeting held on the 3 day of June, 1985.

OGEMAW TOWNSHIP

By Gerald Green
Gerald Green, Supervisor

THIS CONTRACT approved by resolution of the Township Board of the Township of CHURCHILL, at a meeting held on the 12th day of December, 1985.

CHURCHILL TOWNSHIP

By John W. Clark
John Clark, Supervisor

THIS CONTRACT approved by resolution of the Township Board of the Township of HORTON, at a meeting held on the 9th day of DEC, 1985.

HORTON TOWNSHIP

By Dean Busenbark
Dean Busenbark, Supervisor

THIS CONTRACT approved by resolution of the Township Board of the Township of WEST BRANCH, at a meeting held on the 12 day of Nov, 1985.

WEST BRANCH TOWNSHIP

By Howard Rosevear
Howard Rosevear, Supervisor

THIS CONTRACT approved by resolution of the Township Board of the Township of EDWARDS, at a meeting held on the 9th day of December, 1985.

EDWARDS TOWNSHIP

By Kenneth J. Zettle
Kenneth J. Zettle
Designated Representative

THIS CONTRACT approved by resolution of the City Council of the CITY OF WEST BRANCH, at a meeting held on the 6 day of Dec, 1985.

CITY OF WEST BRANCH

By Richard J. Werth
Richard J. Werth, Mayor
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