

# Stanton Community Fire Department Agreement December 2008

## SECTION I: SCOPE, PURPOSE AND INTENT

1. This agreement is adopted pursuant to the authority granted the Townships and the City under P.A. 7 of 1967. The purpose of this agreement is to outline the joint ownership provision of the fire department operation, including the establishment of a joint Stanton Community Fire Department Fire Board (hereafter known as the Board), to establish jurisdiction and authority of the Board over personnel selection, to establish that the Board's authority to adopt rules and regulations for the conduct of personnel, maintenance of equipment, and use and maintenance of real property, to authorize the Board to appoint a Chief, firefighters and officers, and to authorize the Board to prescribe the powers and duties of fire department volunteers.
2. This agreement supersedes any previously established agreement as well as any rules and policies that may be developed to guide the operations of the Fire Department.

## SECTION II: ESTABLISHMENT OF THE FIRE BOARD

The City of Stanton and Townships of Evergreen, Sidney, and Douglas located in Montcalm County, Michigan; hereby create a joint Stanton Community Fire Department Fire Board, hereinafter called the Board. The Board shall consist of four (4) members; one (1) appointed by each Township and one (1) appointed by the City.

1. Appointments
  - a. Each governmental body shall appoint one of its members to the Board. The term of each appointment is to be a length of time determined by each body to suit the specific body's needs.
  - b. When initial terms have expired the governmental body responsible for the original appointment to the board shall appoint a member to the board for a following term in the manner above described.
  - c. Members of the Board will be a member of the governing body which appointed them. Members of the Board serve at the pleasure of the municipalities which appoint them.
  - d. It will be the appointed member's responsibility to report the Board's proceedings to their respective governing body.
2. Quorum  
In order to conduct business of the Board a quorum of at least three board members must be present during the action being considered.

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3. Voting
  - a. A simple majority vote of all the appointed Board members is required for approval of any motion brought before the Board.
  - b. Each Board member shall have an equal vote on matters brought before the Board.
4. All matters brought to the City and the Townships for approval will be acted on separately by the governing bodies. In the event of a disagreement, the arbitration procedure outlined in Section V.2 and V.3 of this agreement shall be used.
5. Active members of the Fire Department shall not be members of the Board. Active members are defined as all regular members of the Department subject to call and the duties imposed upon Fire Fighters and other regular Departmental members.
6. Members of the Board shall serve with such compensation, including actual and necessary expenses, as approved by the member's appointing governmental body.
7. The Board shall set its regular meeting schedule at the Annual Board meeting. Regular meetings will be on alternating months or monthly if deemed necessary by the Board Chairperson.
8. Meeting dates and times shall be posted so the public may have appropriate advance notice of meetings.
9. In order to maintain a joint fire department, the City and Townships hereby delegate to it's duly created and established Board the powers and duties identified within this agreement.

SECTION III: BOARD APPOINTMENTS AND RESPONSIBILITIES

1. The Board shall annually elect a Chairperson, appoint a secretary and confirm an agreement for treasurer services.
  - a. The Chairperson shall conduct all meetings of the Board and serve as the official contact and spokesperson for the Board.
  - b. The Secretary shall record all proceedings of the Board when same is meeting to conduct business. A copy of the proceedings shall be forwarded to each member on a timely basis. The Secretary shall have other duties as the Board may direct.
  - c. Finances, collection, custody, disbursements, financial record keeping and payroll of the Board funds shall be the responsibility of a treasurer of one of the member governing bodies.
2. It shall be the duty of the Board to submit an annual budget to the City and Townships on or before the first of April of each year.
  - a. Such budget shall be reviewed by the City and Townships and may be amended in any manner they may deem appropriate.
  - b. The subject of such budget shall be the anticipated operating cost of the fire department only. By way of example operating cost shall include such items as utilities, insurance

- costs, petroleum products, maintenance costs, supplies and necessary and reasonable Board expenses.
- c. Prior approval for an application for a grant is necessary from all governing bodies.
3. The Board shall not have power to buy, sell, dispose of, or enter into a lease agreement for real or personal property held in the name of the Board. Any such transaction of real or personal property shall be authorized only by the City and Townships approval granted in separate meetings. Any proceeds from such transactions shall be divided between the City and Townships according to the current terms of ownership.
  4. In the event the Board encounters unforeseen expenditures in excess of its approved budget, it shall submit a written request with justification to each governing body for payment of the unforeseen expenditure according to the current rate established for City/Townships contribution. No governing body shall be required to pay its share until each body has approved the Board's request.
  5. It shall be the express duty of the Board to ascertain that adequate insurance is provided to protect the City and Townships from loss by way of fire, property damage, personal liabilities and worker's compensation. Current inventory lists of all real and personal property shall be kept on file, along with the original insurance policies, by the Board Treasurer, with copies kept at City Hall and Township Halls. The City and Townships reserve the right to approve the limits provided and determine adequacy of the coverage.
  6. All assets received by the Fire Department shall be reported to the Treasurer to be recorded according to acceptable accounting standards.
  7. The financial records of the Board will be subject to a professional audit at least every two years or according to law, whichever is most frequent. Copies of the audit will be forwarded to the City and Townships.
  8. The Board does not have authority to levy taxes or special assessments.
  9. The Board does have the right to enter into standard agreements for the proper maintenance of all equipment.

#### SECTION IV: FIRE DEPARTMENT BASIC OPERATIONAL GUIDELINES

The Board, acting by resolution, shall appoint such persons who, based on experience, training, and qualifications would, in its discretion, best perform the duties associated with providing fire protection to the citizens of the Fire Department coverage area.

1. Fire Chief
  - a. The Board shall appoint a Fire Chief who shall be the chief administrative officer of the Department. 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 and Township and City ordinances and policies.
- b. The Chief shall recommend, subject to Board approval, the appointment of an Assistant Chief, Captain, Lieutenant, Engineers, and Firefighters as may be deemed necessary. The maximum number of firefighters on the department shall be determined by the City and Townships.
  - c. The Chief shall develop written administrative rules to increase the efficiency and effectiveness of the Department, including preplanning and post-incident critiques, regulations, assignment and scheduling of personnel, and shall plan for the long range needs of the Department. The Chief shall adhere to all provisions of this agreement.
  - d. As needed, the Chief shall notify the Board of major problems or issues that require Board action. When such problems must be resolved immediately and it is impractical or will endanger the health, safety or welfare of the community to wait until the next Board meeting to resolve the issue, the Chairperson of the Board shall be empowered to act in absence of the Board.
  - e. The Chief shall report and review all personnel and operating problems with the Board at regular Board meetings.
  - f. The Chief shall also provide an Annual written report to the Board.
  - g. The Chief shall hold regular Department informational and training meetings.
  - h. The Chief shall also be responsible for the following:
    - i. Supervise the extinguishment of all fires that endanger the health, safety and welfare of the public.
    - ii. Ensure that all personnel are trained and qualified for the duties that they are expected to fulfill.
    - iii. Ensure that fire inspection and community fire prevention programs are conducted.
    - iv. Ensure that all equipment and buildings are properly maintained and in good working order.
    - v. Ensure that all Department personnel comply with Departmental and Board rules, regulations, and policies.
2. Officers
- a. A chain of command may be established among the Department officers in descending order of rank, from the Chief to the Assistant Chief, Captain, Lieutenant, to Firefighters/Engineers, at the discretion of the Chief and Board. Each rank shall obey the orders of their superior officers.
  - b. The Chief shall establish a job description for each rank. These job descriptions shall be reviewed yearly for necessary revisions. Each command officer shall be responsible that orders are carried out by subordinates. The Chief will have chain of command and job descriptions approved by the Board.
  - c. Officers will be subject to the same qualifications for employment as a Firefighter.
3. Firefighters
- a. Applicants for vacant Firefighters positions shall be of good character, possess a good driving record, and shall be screened by a physician of the Board's choice and at the Board's expense. The physician's examination shall determine if the applicant has any

- pre-existing physical conditions that would preclude the applicant from performing the duties associated with fire fighting. Police records of applicants will also be checked.
- b. All Firefighters shall serve an initial probationary period for a period of not less than six (6) months. At the discretion of the Chief, the probationary period may be extended an additional six (6) months. At the conclusion of the minimum probationary period, the Chief may recommend that a probationary Firefighter that has met all of the qualifications contained in the Firefighter job description be given permanent Firefighter status by the Board.
  - c. A probationary Firefighter shall be entitled to all compensation and benefits afforded to all permanent Firefighters but shall be restricted to perform only those duties for which he/she has been specifically trained. Use of emergency signal devices on the private vehicles of a probationary Firefighter shall not be allowed until, at a minimum, the firefighter successfully completes an approved emergency driver's training program. Further, use of emergency signal devices shall be in accordance with Section IV.7.
4. Disciplinary Procedures
- a. Violations of the provisions of the Fire Department Agreement, Board rules, Department Administrative Policies, or convictions of a felony shall subject any personnel involved to disciplinary proceedings. A violation shall be documented by the Chief upon good cause shown, or when a violation occurs in his presence.
  - b. The Chief shall provide a copy of the written reprimand to an alleged violator. The written reprimand shall state the rule that was allegedly violated, the nature of any disciplinary action taken, and the consequences of any further reoccurrence. Disciplinary action may range from a reprimand to a suspension, demotion, recommendation for dismissal, or combination of any of the above depending on:
    - i. Seriousness of the violation.
    - ii. The increase in safety risks to others potentially created by the violation.
    - iii. Potential harm to the Department or the City and Townships.
    - iv. Prior record of the individual.
    - v. The degree of wantonness, if any, of the act.
  - c. Any disciplinary action may be appealed to the Board, who shall affirm, deny, or modify the disciplinary action taken by the Chief. Only the Board will have the right to dismiss a Firefighter. The Chief has authority to temporarily dismiss a Firefighter until the Board addresses the issue.
  - d. The Board may, on its own initiative, initiate disciplinary action against any Fire Department personnel. Disciplinary action initiated by the Board shall follow the above procedure, except that the responsibility designated above to the Chief shall be performed by the Board.
  - e. In addition to such administrative rules that may be promulgated by the Chief, theft of any property shall be cause for dismissal and possible criminal prosecution.
  - f. Firefighters shall not respond to emergencies, meetings or training sessions while under the influence of alcohol, any controlled substance, or any other substance, including medications that affect physical capacity or judgment.



5. Compensation

Compensation to Firefighters shall be in such amounts as may be determined from time to time by the Board with the approval of the City and the Townships. This compensation is subject both to the provisions of applicable civil service and merit systems as well as subject to the restrictions cited in section 5a-1 & 2 of PA 7 of 1967. The Department shall keep accurate records that indicate that amount of compensable time served by all personnel. The time records shall be submitted to the Board for approval, to be paid as directed by the Board. All such time slips shall be signed by the department personnel designated on the time slip.

6. Public Contact

- a. The Chief, or his/her designee, may release facts regarding fires or other emergencies to the news media. All other personnel shall refer all media inquires to the Chief or the designee.
- b. Members of the public will be allowed in the fire station only when accompanied by a member of the Department or Board.
- c. The public shall always be treated courteously and professionally by all Department personnel.

7. Emergency Responses

- a. When responding to emergencies, all personnel driving emergency vehicles will do so with appropriate concern for the safety of the public and defensive driving. Use of emergency signals on vehicles shall be considered a request for the right of way from other drivers.
- b. Use of emergency signal equipment shall be permitted only when the Department has been officially dispatched to an emergency.

8. Department Equipment

- a. Protective gear shall be worn when engaged in fire fighting in any enclosed structure, or outdoors when warranted.
- b. Lost or damaged equipment shall be reported as soon as possible to an officer.
- c. Fire Department property shall be disposed of only with the prior approval of the City and Townships.
- d. All department issued equipment shall be returned to the Chief by personnel leaving the Department.
- e. Department equipment shall not be borrowed for private use.

9. Use of the Fire Station

- a. Only municipal vehicles and equipment may be kept at the fire station.
- b. Maintenance and use of the fire station will be the responsibility of the Board.
- c. Private vehicles must be parked in designated areas only.
- d. Alcohol and controlled substances shall not be brought into the fire station.
- e. The fire station is a smoke free facility. There shall be no smoking except in a designated area.

10. Soliciting Donations

- a. All fund raising activities shall have the prior approval of the Board, and all revenues solicited in the name of the Fire Department shall be deposited with the Treasurer. Such funds will be disbursed by the Board in a manner approved by the City and Townships.
- b. It is understood that other groups may, from time to time, raise funds for the purpose of donating these funds to the department. It is recommended that any donation be in funds. These funds may be earmarked for specific purchases or other purposes. It is further understood that these organizations operate under their own rules and legal status and are not under the authority of the Fire Department.
- c. Other groups may not borrow Fire Department equipment to be used for fund raising purposes.

11. Community Involvement

At the Board's discretion, when Fire Department presence at a community event is deemed to be a benefit to the Fire Department, then the Board may authorize an appropriate level of participation, including the use of equipment. Operation of equipment at any event shall only be by Fire Department personnel trained to operate the equipment being used.

SECTION V: MISCELLANEOUS PROVISIONS

1. Either the City or any Township may terminate this agreement by notice, in writing, at least twelve (12) months prior to said termination date. Said notice will be given to the Board and the other governing bodies. The remaining governing bodies shall purchase the rights and interest of the terminating governing body upon such terms as may be mutually agreed upon. If no such mutual agreement can be made, then the terms may be referred to arbitration in the manner described in the following paragraph, (Section V. 2.).
2. Disagreements in regards to the establishment and maintenance of the Fire Department which may arise between the members, and which cannot be resolved by mutual agreement within 90 days, shall be submitted to binding arbitration by professionally qualified arbitrators. The majority vote of the members of one governing body shall be sufficient to initiate the arbitration procedure. A representative of each side of the disagreement shall each appoint one arbitrator of its own choosing within sixty (60) days. The two arbitrators thus selected shall in turn appoint a third and final arbitrator within thirty (30) days. The third arbitrator shall not be a resident of the City or any of the Townships or have any proprietary interest in either the City or Townships. The final decision of the arbitration committee shall be presented to the members within sixty (60) days of their first meeting.
3. Disagreements that are not acted upon within the time limits specified in the above arbitration procedure shall be considered settled in favor of the governing body which meets the criteria of the procedure.
4. This agreement may be amended by a separate and independent legal vote of all the members of the governing body of the City and of the Townships. Said votes favoring amendment shall be required of all governing bodies before an amendment becomes effective.

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Disagreements regarding amendments may be resolved by referring the matter to arbitration in the manner described in this Section.

5. This agreement shall be executed by the Mayor of the City of Stanton and the Supervisor of the Townships of Douglas, Evergreen and Sidney after a separate vote of the City Commission and respective Township Boards have been entered as a matter of record, approving this agreement known as the Stanton Community Fire Department Agreement.
6. The Fire Department building is owned by the City of Stanton.
7. The Fire Department building will be provided by the City. Routine maintenance will be the responsibility of the Board. Any modifications beyond routine maintenance must have approval of the City Commission.

SECTION VI: SAVINGS CLAUSE

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 effect, unaffected by the portion which might be so declared to be unenforceable.

_____	_____
City of Stanton Mayor	Date
_____	_____
Douglas Township Supervisor	Date
_____	_____
Evergreen Township Supervisor	Date
_____	_____
Sidney Township Supervisor	Date