

## **GROSSE POINTE**

### **FIRE SAFETY INTERLOCAL AGREEMENT**

This Interlocal Agreement (“Agreement”) is executed as of the date set forth below among the CITY OF GROSSE POINTE, having its principal office at 17147 Maumee, Grosse Pointe, MI 48230, the CITY OF GROSSE POINTE FARMS, having its principal office at 90 Kerby Road, Grosse Pointe Farms, MI 48236, the CITY OF GROSSE POINTE PARK, having its principal office at 15115 E. Jefferson, Grosse Pointe Park, MI 48230, the CITY OF GROSSE POINTE WOODS, having its principal office at 20025 Mack Plaza, Grosse Pointe Woods, MI 48236, and the VILLAGE OF GROSSE POINTE SHORES, A MICHIGAN CITY, having its principal office at 795 Lake Shore, Grosse Pointe Shores, MI 48236 (“Members”).

### **RECITALS**

A. The Urban Cooperation Act, Public Act 7 of the Public Acts of 1967 of the State of Michigan, as amended, authorizes public agencies of the State of Michigan to jointly exercise any power, privilege or authority which the agencies share in common and might exercise separately. Pursuant to the Act, the joint exercise of power shall be made by contract in the form of an interlocal agreement.

B. The Act authorizes an interlocal agreement to provide for a separate administrative entity to carry out the purposes of the interlocal agreement.

Now, therefore, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Members agree as follows:

### **ARTICLE 1**

#### **DEFINITIONS**

**1.1** Unless otherwise specifically provided in this Agreement, the definitions contained in the Act shall apply in the interpretation of this Agreement.

## ARTICLE 2

### **ESTABLISHMENT OF FIRE SERVICES COORDINATION COMMITTEE**

**2.1 Creation of the Grosse Pointe Fire Services Coordination Committee.** Pursuant to the provisions of the Urban Cooperation Act, Public Act 7 of 1967 of the State of Michigan, as amended (“Act”) the Members jointly create a program and planning entity known as the Grosse Pointe Fire Services Coordination Committee (“Fire Committee”).

**2.2 Purpose.** The Fire Committee exists for the purposes of:

2.2.1 Developing and implementing one or more automatic aid agreements among the members for first response to fire alarms; and

2.2.2 Planning and implementing unified fire training, cross-jurisdictional drills and unified standard operating procedures among the Members; and

2.2.3 Coordinating and making recommendations to the Members for the purchase of new fire safety equipment.

The Fire Committee shall create a sub-committee composed of the Directors of Public Safety of the Members to make recommendations to the Fire Committee on how to accomplish the purposes of the Committee.

**2.3 Powers.** The Fire Committee shall have all the powers necessary to effect any purpose for which it is formed, and all the powers granted by the Act.

2.3.1 Any agreements placing any operational requirements on the Members shall be approved by all the Members.

2.3.2 Any agreements placing any monetary obligations on the Members shall be approved by all the Members.

2.3.3 Every instrument executed by the Fire Committee, which creates an obligation of any kind on behalf of the Fire Committee, shall include a statement by the Fire Committee that neither the Committee, nor the Members, shall be held to any liability in their individual capacity under the instrument.

**2.4. Restrictions and Limitations of Power.** The powers exercised by the Fire Committee shall be limited by the Act and to those necessary to carry out the purpose of the Fire Committee. Specifically, the Fire Committee shall not possess the powers or authority set forth in this Section 2.4.

2.4.1 The Fire Committee shall not possess the power or authority to levy any type of tax.

2.4.2 The Fire Committee shall not possess the power or authority to issue any type of bond.

2.4.3 The Fire Committee shall not possess the power or authority to incur debt on behalf of any governmental unit.

No action other than that authorized by this Agreement, shall be taken by or on behalf of the Fire Committee.

**2.5 Execution Of Agreement.** This Agreement shall be executed by the Members' chief elected official and the City Clerk of each Member. If a particular Member requires additional signatures in order to bind it to an agreement, such signatures shall be required by such Member to effectuate this Agreement. Copies of the original Agreement shall be available to any Member upon request.

**2.6 Modification.** This Agreement may be modified at any time by a unanimous vote of the governing bodies of each Member, provided that such modification does not violate the Act or any other provision of this Agreement.

**2.7 Indemnification.** Pursuant to the Act, all of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agency, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of Members or the Committee under the provisions of this Agreement.

### ARTICLE 3

#### GOVERNANCE

**3.1 Committee.** The Fire Committee shall be composed of the Manager of each Member or his/her designee ("Committee Members"). The Committee's powers and duties shall be governed by this Agreement. No Committee Member shall be liable in his or her individual capacity for any act or omission of the Fire Committee. The Committee Members shall serve at the pleasure of their appointing Member and shall operate under such rules as they may agree by majority vote.

## ARTICLE 4

### MEMBERSHIP

4.1 **Members.** The Fire Committee is organized on a membership basis.

4.2 **Withdrawal.** Any Member may withdraw from the Fire Committee on vote of that Member's governing body and sixty (60) days notice to every other Member of the Fire Committee.

## ARTICLE 5

### DISSOLUTION AND WINDING UP

5.1 **Dissolution.** The Fire Committee shall dissolve and its affairs shall be wound up on the first to occur of the following events: (1) At any time specified in this Agreement, (2) Upon action by the governing bodies of all the Members, or (3) Upon termination of this Agreement.

5.2 **Winding Up.** Upon dissolution, the Fire Committee shall cease carrying on its business and affairs and shall begin winding up. The Fire Committee shall complete the winding up as soon as practicable. The Fire Committee shall prepare and issue a final report, including a final audit, to each Member. Upon dissolution, title to all property owned by Fire Committee and all assets, if any, shall be distributed and shall vest in the Members.

## ARTICLE 6

### MISCELLANEOUS

6.1 **Effective Date.** This Agreement shall become effective upon execution by the Members and filing of the Agreement with the appropriate government entities as required by the Act.

6.2 **Integration.** This Agreement sets forth the full and final agreement between the Members with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, understandings and representations, written or oral, between the parties with respect to the subject matter hereof. All rights and remedies shall be cumulative and not exclusive of any other rights or remedies.

6.3 **Severability.** If any part or article of this Agreement is found to be invalid by a court, the remaining articles shall remain in full force and effect and not affected by such determination.

**6.4 Captions.** The captions to the various sections of this Agreement are for the convenience of the parties only and shall not affect the meaning or the interpretations of this Agreement.

**6.5 Counterparts and Facsimile Copies.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

**6.6 Governing Law, Jurisdiction and Venue.** This Agreement is governed by the laws of Michigan. The exclusive jurisdiction and venue for all legal actions arising out of and related to this Agreement shall be in an appropriate federal or state court sitting in the State of Michigan, County of Wayne, and the parties hereby consent to the jurisdiction of such courts.

[signature pages follow]

CITY OF GROSSE POINTE

\_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
\_\_\_\_\_, Clerk

CITY OF GROSSE POINTE FARMS

\_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
\_\_\_\_\_, Clerk

CITY OF GROSSE POINTE PARK

\_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
\_\_\_\_\_, Clerk

CITY OF GROSSE POINTE WOODS

\_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
\_\_\_\_\_, Clerk

VILLAGE OF GROSSE POINTE SHORES,  
A MICHIGAN CITY

\_\_\_\_\_  
\_\_\_\_\_, Mayor

\_\_\_\_\_  
\_\_\_\_\_, Clerk