

## **CITY OF CLIO – THETFORD TOWNSHIP – VIENNA TOWNSHIP FIRE AUTHORITY AGREEMENT**

This Agreement is made as of April 1, 2026 ("Effective Date"), by and between the following municipalities located in the County of Genesee, State of Michigan:

- **The City of Clio ("Clio")**, located at 505 W. Vienna Street, Clio, MI 48420.
- **The Township of Thetford ("Thetford")**, located at 4014 E. Vienna Road, Clio, MI 48420.
- **The Charter Township of Vienna ("Vienna")**, located at 3400 W. Vienna Road, Clio, MI 48420.

### **RECITALS**

- A. Since 1976, Clio, Thetford, and Vienna have provided fire protection services through the Clio-Thetford-Vienna Fire Authority pursuant to the Clio-Thetford-Vienna Fire Authority Agreement entered into on February 16, 1976.
- B. The First Amendment to the Clio-Thetford-Vienna Fire Authority Agreement was made on June 27, 1977.
- C. The Second Amendment to the Clio-Thetford-Vienna Fire Authority Agreement was made on April 15, 1985.
- D. The Third Amendment to the Clio-Thetford-Vienna Fire Authority Agreement was made in March 1997.
- E. A Clio-Thetford-Vienna Fire Authority Agreement made on April 1, 2007, replaced the February 16, 1976, Clio-Thetford-Vienna Fire Authority Agreement, as amended.
- F. A Clio-Thetford-Vienna Fire Authority Agreement made on April 1, 2014, replaced April 1, 2007, Clio-Thetford-Vienna Fire Authority Agreement.
- G. A Clio-Thetford-Vienna Fire Authority Agreement made on February 1, 2016, replaced the April 1, 2014, Clio-Thetford-Vienna Fire Authority Agreement.
- H. A Clio-Thetford-Vienna Fire Authority Agreement made on April 1, 2021, replaced the February 1, 2016, Clio-Thetford-Vienna Fire Authority Agreement.
- I. A Clio-Thetford-Vienna Fire Authority Agreement made on April 1, 2026, will replace the April 1, 2021, Clio-Thetford-Vienna Fire Authority Agreement.

City of Clio, Thetford Township, and Vienna Township desire to continue providing fire protection services through the Clio-Thetford-Vienna Fire Authority under the terms and conditions of this Agreement, in accordance with the provisions of Act 33 of Michigan Public Acts of 1951, as amended, being MCL 41.ROI et seq.

**Therefore, It Is Agreed as Follows:**

## **I—BOARD**

**1.0 Board Authority:** The Clio Area Fire Authority Board ("Board") is the governing body authorized to control all municipal fire protection activities within Clio, Thetford, and Vienna.

## **II— BOARD MEMBERSHIP**

**2.1 Continuation of Board:** The Fire Authority Board, as established by the Clio-Thetford-Vienna Fire Authority Agreement, shall continue to provide fire protection services to Clio, Thetford, and Vienna.

**2.2 Membership on Board:** Subject to Paragraph 2.4, the Fire Authority Board shall consist of 7 members selected as follows:

- A. The legislative body of each municipality shall appoint 2 representatives who are elected members of such a legislative body.
- B. Each member shall be appointed no later than April 1 by the legislative body of the respective municipality.
- C. The term of each member shall be 6 years, expiring on March 31, provided that one of the 2 initial appointees from each municipality shall serve a 4-year term.
- D. A Fire Authority Board vacancy occurring prior to the expiration of a member's term shall be filled by the legislative body of the respective municipality for the remainder of the unexpired term.
- E. A Fire Authority Board vacancy occurring upon the expiration of a member's term shall be filled by the legislative body of the respective municipality for a 6-year term. No member shall be an employee of the Clio-Thetford-Vienna Fire Authority.
- F. A seventh member shall be appointed pursuant to Paragraph 2.3.

**2.3 Seventh Member Selection:** Subject to Paragraph 2.4, the seventh member of the Board shall be selected for a two-year term as follows:

- A. The right to select the seventh member of the Board shall rotate among the three municipalities in the following order:
  - Thetford Township: April 1, 2024 – March 31, 2026
  - Vienna Township: April 1, 2026 – March 31, 2028
  - City of Clio: April 1, 2028 – March 31, 2030.

This rotation will continue in the same sequence.

- B. The legislative body of the municipality, as outlined in Paragraph 2.3A, is responsible for selecting the seventh member. The legislative body must submit the name of the proposed seventh member to the Fire Authority Board. At the final meeting, the Fire Authority Board will select the seventh member by resolution, requiring a majority vote.

**2.4 Qualifications of Board Members:** To qualify for membership on the Board, a person must be a resident of the municipality they represent and a member of the legislative body of such a municipality. Subject to the provisions of MCL 15.181 et seq., election to a public office does not disqualify a person from the Fire Authority Board membership unless the performance of the duties of any public office held by the member results in any of the following:

- A. The subordination of one public office to another.
- B. The supervision of one public office by another.
- C. A breach of duty of public office.

**2.5 Reappointment:** A member of the Fire Authority Board may be reappointed to any number of terms or consecutive terms.

**2.6 Alternate Board Member:** One alternate representative from each municipality shall be appointed by the legislative body of such municipality, as follows:

- A. The alternate representative may only act in the absence of a regular board member.
- B. The alternate representative shall have full voting and speaking rights.
- C. The alternate representative shall be appointed to a one-year term as an alternate representative.
- D. The legislative body of the municipality shall appoint the alternate representative to a one-year term as an alternate representative on or before April 1 of each year.
- E. The alternate representative must be a member of the legislative body of such a municipality.

**2.7 Robert's Rules:** Unless otherwise provided for in this Agreement, all questions of procedure shall be governed by the most recent edition of Robert's Rules of Order.

**2.8 Quorum:** To establish a quorum, the Fire Authority Board must have at least four members, including at least one representative from each municipality.

### III—BOARD OFFICERS

**3.1 Election of Officers:** The Fire Authority Board shall meet monthly, and at their first meeting in April, elect from their membership a Chairperson, Vice-Chairperson, and Treasurer.

**3.2 Treasurer's Bond:** The Treasurer shall be bonded in an amount established by the resolution of the Board by majority vote.

**3.3 Deposits for Board:** All funds received by the Fire Authority Board shall be deposited as designated by resolution of the Fire Authority Board by majority vote.

**3.4 Compensation for Board Members:** Sufficient funds shall be budgeted from the fixed operation and maintenance fund to pay members of the Fire Authority Board a per diem rate for attendance at meetings, as established by the Board by resolution by majority vote, subject to the following:

- A. No Board member shall be compensated for more than 52 meetings per year; and
- B. Unless the participating municipalities otherwise agree in writing, Board members shall be compensated for each meeting attended in an amount not exceeding \$75, as set by the Board by resolution.

**3.5 Fire Chief:** Is the highest-ranking Officer of the Department and shall be known as the Chief Administrative Officer. Each year, the Fire Authority Board shall appoint a Fire Chief by majority vote and shall fix their compensation. The Fire Chief serves at the pleasure of the Board.

**3.6 Assistant Fire Chief:** Each year, on the recommendation of the Fire Chief, the Board may, at its option, appoint an Assistant Fire Chief by resolution by majority vote and shall fix their compensation. The Assistant Fire Chief serves at the pleasure of the Board.

**3.7 Chief as Ex-Officio Member of the Board:** The Fire Chief is an ex-officio member of the Fire Authority Board and shall be present at all regular and special meetings. In the absence of the Fire Chief, the Assistant Fire Chief, or an officer designated by the Fire Chief, shall sit in their place.

**3.8 Administrative Assistant:** The Fire Authority Board may employ an Administrative Assistant whose contract shall be approved by the Board by resolution. The Administrative Assistant shall be an at-will employee of the Fire Authority Board and report to the Fire Chief.

## IV—FUNDING

**4.1 Funding:** Subject to Paragraph 11.2, Clio, Thetford, and Vienna must annually pay the Board for the funding of the fire department the equivalent of one mill, by levy or from their general fund, against the taxable value of the following property within their jurisdictional boundaries:

- A. Real Property.
- B. Qualified Real Property; and
- C. Personal Property.

**4.2 Term of Funding:** The millage levy or its equivalent from general funds shall be paid during the term of this Agreement.

**4.3 Amendments to Funding:** Any amendment to the level of funding during the term of this Agreement shall require the affirmative majority vote of the legislative body of each municipality.

**4.4 Reserve Accounts:** The Fire Authority Board is authorized to establish reserve accounts from excess funds over budget for purposes deemed appropriate by the Board.

**4.5 Payment of Funds:** Clio, Thetford, and Vienna shall, within 15 days of the collection of the millage levy, where levy is employed, pay to the Fire Authority account all such funds collected. If paid from the general fund, said funds shall be paid by April 15.

**4.6 Accounts for Expenditures:** The Fire Authority Board shall establish accounts for various expenditures of the fire department.

**4.7 Operation and Maintenance Fund:** The Fire Authority Board shall continue to maintain an operation and maintenance fund.

**4.8 Other Accounts:** The Fire Authority Board is authorized to establish other accounts as it deems fit.

**4.9 Allocation:** As part of its annual budget preparation, the Board shall allocate to each account such amounts necessary for the proper operation and maintenance of the fire department.

**4.10 Annual Budget:** The Board shall prepare and submit to the legislative body of each municipality an annual budget prior to February 15th of each year.

**4.11 Disbursements:** All disbursements of Board funds shall be made only upon the approval of the Board by majority vote by order of the Chairperson of the Board. All checks shall be signed by two of the following:

- A. The Chairperson of the Board.
- B. The Treasurer; or



C. An employee of the Board, selected and approved by the Fire Authority Board by resolution by majority vote.

**4.12 Purchasing Agent:** The Treasurer is appointed as the Purchasing Agent for the Board.

**4.13 Depository:** The Fire Authority Board shall, by proper resolution, select a depository for its funds. If required by law, the Board funds shall be kept in the custody of one of the participating municipalities, as determined by the Fire Authority Board, but shall in all other respects be subject to this Agreement.

**4.14 Borrowing:** The Fire Authority Board is authorized, by proper resolution, to borrow funds for the purchase of vehicles and other equipment necessary for safe fire protection activities for the Fire Authority including capital improvements.

## **V — EXISTING FIRE STATIONS**

**5.1 Operation and Maintenance:** The Fire Authority shall be responsible for the maintenance necessary to ensure that existing fire stations located within the participating municipalities remain safe, functional, and in good working conditions. This includes, but is not limited to, the upkeep of building systems (e.g., HVAC, plumbing, electrical), general repairs, cleaning, and preventative maintenance. These responsibilities are funded through the Fire Authority and are essential to preserving the long-term usability and readiness of each facility.

## **VI — NEW OR EXPANDED FIRE STATIONS**

**6.1 Facility Development and Expansion Costs:** When a new fire station is constructed or an existing station is substantially expanded, the municipality in which the facility is located shall assume full financial responsibility for all associated development costs. This includes expenses related to land acquisition, site preparation, architectural design, engineering services, construction, building renovations, and the procurement of furniture, fixtures, and equipment necessary to render the station operational. The Fire Authority Board may provide recommendations or input during the planning process but shall not bear the financial obligation.

## **VII—WITHDRAWAL**

**7.1 Notice of Withdrawal:** At any time during the term of this Agreement or any extension thereof, should any participating municipality decide to withdraw from this Agreement, such municipality must provide written Notice of Withdrawal to the Board and the other municipalities at least one year prior to the effective date of such withdrawal.

**7.2 Service of Notice of Withdrawal:** The Notice of Withdrawal must be served by personal service or certified mail as follows:

A. Upon the Board by service upon the Treasurer of the Board.

- B. Upon Thetford by service upon the Supervisor and the Clerk.
- C. Upon Vienna by service upon the Supervisor and the Clerk.
- D. Upon Clio by service upon the Mayor and the Clerk.

**7.3 Special Meeting on Notice of Withdrawal:** Upon receipt of the Notice of Withdrawal, the Administrative Assistant of the Fire Authority Board shall call a Special Meeting subject to the following:

- A. The Special Meeting must be held within 72 hours.
- B. Notice of the date, time, and location of the Special Meeting must be posted, pursuant to the Open Meetings Act, at each of the addresses of the municipalities and at each fire station and substation within the district boundaries.
- C. The purpose of the Special Meeting will be to establish a method for determining the proper distribution of the withdrawing party's share of mutually owned equipment or assets, and equipment or assets owned by the Board.
- D. At the Special Meeting, the Fire Authority Board shall select an independently certified public accountant with experience in municipal finance and accounting ("Public Accountant") to identify or determine: (i) all assets of the Clio-Thetford-Vienna Fire Authority; (ii) the source of funding for those assets; (iii) the value of those assets; and (iv) a reasonable distribution of those assets to the municipalities. The Public Accountant shall prepare and promptly deliver a written report to the municipalities (the "Report"). The municipalities shall comply with the Report.

**7.4 Distribution of Assets:**

- A. In connection with the Report, the Public Accountant shall propose a distribution of the assets, including, but not limited to, firefighting apparatus, in accordance with: (i) the National Fire Protection Association recommended guidelines; (ii) the needs of each fire station; and (iii) the amount of contribution by each municipality.
- B. If a municipality disputes any provision in the Report, including, but not limited to, the distribution of assets, as allowed by Paragraph 6.6 of this Agreement, the municipalities covenant and agree that the recommendations set forth in the Report will be complied with until an order is entered by a court of competent jurisdiction.

**7.5 Cash Payment Alternative:** If the Report determines that a distribution of the equipment is not possible or practicable, pursuant to Paragraph 6.4A of this Agreement, the municipalities shall use their best efforts to negotiate a cash payment alternative that is acceptable to all municipalities.

**7.6 Dispute Resolution:** The resolution of any dispute regarding the distribution of equipment or cash equivalent shall be done by an arbitrator, as provided in Section XII, whose decision shall be binding upon the parties.

**7.7 Costs for Withdrawal:** Costs incurred by the Fire Authority Board with respect to the withdrawal of a municipality, including the cost to establish service of a Notice of Special Meeting, fees paid to Board members attending the Special Meeting, and fees paid to an auditor and/or appraiser, shall be paid by the withdrawing municipality.

## **VIII—OWNERSHIP OF EQUIPMENT**

**8.0 Ownership of Equipment:** All vehicles and equipment shall be purchased by and belong to the Clio Area Fire Authority.

## **IX—MILLAGE AUTHORITY**

**9.0 Millage Authority:** The Board shall have no power to levy millage against the fire district.

## **X—TERM OF AGREEMENT**

**10.0 Term of Agreement:** Subject to the provisions of **Article VI**,

- A. This Agreement shall be effective as of April 1, 2026, and shall terminate on March 31, 2031.
- B. No later than October 1, 2030, each municipality party to this Agreement shall notify the other municipalities of its intent to enter into a new Agreement to replace this Agreement upon its expiration or to allow this Agreement to terminate pursuant to its terms.

## **XI—ADMINISTRATIVE MATTERS**

**11.1 Administrative Matters:** The administrative matters involving the purchase of necessary replacement equipment, the direction and operation of actual firefighting and fire prevention activities, and all related matters shall be decided at the discretion of the Board, with the advice and counsel of the Fire Chief.

**11.2 Liaison:** The Fire Chief shall act as liaison between the Fire Authority Board and the Clio-Thetford-Vienna Area Fire Department.



**11.3 Cost Recovery:** The Fire Authority shall recover the costs associated with providing services, including both direct and indirect costs. These costs may include, but are not limited to, statutory fines, fees, charges, and costs incurred through inter-local agreements or other contracts. The Fire Authority will establish a fee schedule for charges based on the costs of providing such services. This fee schedule will be reviewed annually. Any fees not remitted after two requests by the Fire Authority will be turned over to municipality to be collected under local ordinance. Fees collected by municipalities under ordinance collection will be turned over to the Fire Authority. The Fire Chief has the discretion to waive fees or charges or reduce costs. The Fire Chief may make exceptions to the cost recovery policy in cases where it is deemed necessary for public safety, community welfare, or other compelling reasons.

## **XII—CAPITAL FUND**

**12.1 Capital Fund:** The Board is authorized to establish a fund known as the "**Capital Fund**," to which  $\frac{1}{4}$  mill of each municipality's contribution, as set forth in Paragraph 4.1, is deposited.

**12.2 Use of Capital Fund:** The funds deposited into the "**Capital Fund**" shall be used as follows:

- A. All funds deposited into the Capital Fund must be used exclusively for the purchase of Fire Authority vehicles, major firefighting equipment, and other capital improvements as designated by the Fire Authority Board.
- B. All interest derived from the investments of the Capital Fund shall be reinvested in the Capital Fund.

## **XIII—DISPUTE RESOLUTION**

**13.1 Agreement to Arbitrate:** All disputes, controversies, or claims arising out of, in connection with, or relating to this Agreement or any breach or alleged breach thereof, including any dispute regarding the distribution of equipment or cash equivalent, shall, upon the request of any party involved, be submitted to and settled by arbitration. The parties specifically agree to arbitration in a joint proceeding for all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

**13.2 Demand for Arbitration:** Notice of the demand for arbitration shall be made in writing to the other parties to this Agreement and personally served upon the Clerk of each municipality.

**13.3 Representation:** Each party may elect to be represented by an attorney or other representative of its choice.

**13.4 Discovery:** Each party shall have the right to prehearing discovery in the time and manner provided by the then-applicable Michigan Court Rules.

**13.5 Subpoenas:** Each party shall have the right to subpoena witnesses and documents for the arbitration hearing.

**13.6 Authority of Arbitrator:** The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue.

**13.7 Expenses of Arbitrator:** The expenses of any arbitration shall be borne equally by each party.

**13.8 Costs:** Each party shall pay for and bear the costs of its own experts, evidence, and counsel fees.

**13.9 Selection of Arbitrator:** The arbitration shall be before one arbitrator, who is licensed to practice law in the State of Michigan, selected by the parties as they agree. If the parties cannot agree on an arbitrator, then the arbitrator shall be selected by a court of competent jurisdiction.

**13.10 Location of Arbitration:** The arbitration shall take place in Genesee County, Michigan.

**13.11 Enforcement of Arbitral Award:** Any award by the arbitrator shall be final and conclusive upon the parties, and a judgment may be entered by a court of competent jurisdiction. After the entry of an arbitral award, the losing party shall have 30 days after receiving notice of the award to fully comply with it; a judgment may not be entered to enforce the award until the losing party has had an opportunity to comply with the arbitral award according to this provision.

#### **XIV—MISCELLANEOUS**

**14.1 Construction:** This Agreement was prepared through the joint efforts of the municipalities party to this Agreement, none of whom shall be construed as the drafter of this document.

**14.2 Severability:** Should any court find that any provision of this Agreement is invalid or unenforceable, such finding shall not invalidate any other provision of this Agreement, which shall remain in full force and effect.

**14.3 Captions:** The captions, section numbers, and article numbers appearing in this Agreement are inserted solely for convenience and do not affect, define, limit, construe, or describe the scope or intent of such sections or articles of this Agreement.

**14.4 Complete Agreement:** There are no oral agreements among the municipalities parties to this Agreement that are not expressly set forth herein.

**14.5 Amendments:** This Agreement may be amended by written agreement approved by the affirmative majority vote of the legislative body of each municipality.

**14.6 Repeal:** All prior agreements of the Clio-Thetford-Vienna Fire Authority are hereby repealed as of the Effective Date of this Agreement.

**In Witness Whereof**, the parties hereto have set their hands and seals as of the day and year first above written.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Doug Vance  
Mayor, City of Clio

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rachel A Stanke  
Supervisor, Township of Thetford

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph Rizk  
Supervisor, Township of Vienna