

**WRIGHT/WALDRON FIRE & AMBULANCE
ASSOCIATION AGREEMENT**

This agreement is made this _____ day of _____, 2002 by and between the VILLAGE OF WALDRON (hereinafter called Village) and the TOWNSHIP OF WRIGHT (hereinafter called Township) and supersedes a previous agreement dated January 15, 1981.

WHEREAS, both the Village and Township are owners of land, a building, and various types of fire fighting and ambulance apparatus; and

WHEREAS, each of said governmental units after having considered the needs and requirements for fire protection within their respective boundaries and the need for ambulance protection within their respective boundaries have determined that it is advisable and necessary for the common good of all concerned and in the best interest of health, safety, and welfare of each of said governmental units as well as for the protection of persons and property located within their respective boundaries that the Village and the Township combine their fire fighting and ambulance resources; and

WHEREAS, the Village and the Township desire to set forth their agreement and understanding relative to the pooling of said resources and the administration thereof,

The parties to this agreement do agree as follows:

1. It is understood and agreed between the Village and the Township that each said governmental unit shall and does hereby commit all its fire fighting and ambulance equipment and apparatus to the use of the Wright-Waldron Fire and Ambulance Association, a volunteer organization.
2. The parties further agree and do hereby grant the use of the present Fire House to the use of the Wright-Waldron Fire and Ambulance Association for the purpose of housing all such fire fighting and ambulance equipment and apparatus provided, however that building maintenance expense incurred in connection with the use of the Wright-Waldron Municipal Building shall be borne one-third by the Village and two-thirds by the Township.
3. It is further understood and agreed between the Village and Township that there be created for the purpose of administering and operation said volunteer fire department, a board consisting of two Councilmen to be designated by the Village President and two Township Board members to be designated by the Township Supervisor and a fifth member who shall be the Fire Chief of said voluntary fire fighting and ambulance organization who shall be designated by the members of the volunteer fire fighting and ambulance service. Serving as ex officio members of the board shall be the Village President and the Township Supervisor. It is

further understood and agreed that all such board members, with the exception of the ex officio members, shall serve at the sole discretion of the respective appointing authorities.

4. The Wright-Waldron Fire and Ambulance Association shall recommend repairs and maintenance necessary for the upkeep of the Wright-Waldron Fire House/Municipal Building.

5. It is further understood and agreed that the above described board shall be and is hereby charged with the care, custody and control over all fire fighting and ambulance equipment and apparatus now or hereafter acquired and/or owned by the Village or Township or either of them.

6. It is the further agreement and understanding of the parties to this agreement that the above described board shall have, in addition to such other functions as may be hereinafter from time to time designated by the Village and Township, the following responsibilities and duties.

- (A) To prepare and submit an annual budget for the operation of said volunteer organization to the Village Council and the Township Board prior to the fiscal year being April 1 to March 31.
- (B) To authorize the purchase of necessary fire fighting and ambulance equipment and customary supplies in an amount not to exceed \$500.00 for any one item or series of related or similar items within any thirty- day period. As to any and all proposed purchases exceeding the above limit, approval shall be obtained by the Wright-Waldron Fire and Ambulance Association as a prerequisite to said action.
- (C) Provide monthly reports to the Village and Township, including a copy of the annual audit, as to the activities and expenditures of said volunteer organization, with said monthly reports to be submitted at the meeting held on the second Thursday of each and every month.
- (D) To investigate and make recommendations to the Village and Township regarding the furnishing of fire and ambulance protection to other governmental units on a contract basis, such recommendation to include a proposed recommended contract, complete as to all terms.

7. It is further agreed by and between the Village and Township that all expenses incurred in the acquisition, maintenance, and replacement of fire fighting equipment and supplies together with all operating expenses incurred by said volunteer fire department, exclusive of compensation to be paid to the volunteer fire fighters, shall be borne one-third by the Village and two-thirds by the Township, providing that those costs can not be borne by the volunteer organization's budget.

The Township agrees to support the volunteer organization's budget in the amount of \$12,000.00 per year and the Village agrees to support said budget in the amount of \$6,000.00 per year, the aforementioned payments to be made in equal monthly payments

8. It is further understood and agreed between the Village and Township that there shall be compensation set for fire runs, with firemen to be paid on a per-run basis and a regular meeting basis, with said compensation to be paid solely by the governmental unit in whose boundary the fire occurs. It is further understood and agreed that the wage per run shall be set by the Wright-Waldron Fire and Ambulance Association.

9. It is the further agreement and understanding of the parties that the contract may be amended or rescinded upon one-hundred-twenty days written notice by either party hereto given to the other party hereto.

10. The understanding of the parties is that all assets utilized by the volunteer organization are owned by the Township an undivided two-thirds, and the Village an undivided one-third.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first written above.

Signed in the presence of:

VILLAGE OF WALDRON

By _____
Terry L. Rossi, President

By _____
Richard Andrews, Clerk

TOWNSHIP OF WRIGHT

By _____
Fred Horwath, Supervisor

By _____
Lois Hills, Clerk
