

**WESTERN WAYNE COUNTY FIRE DEPARTMENT
MUTUAL AID ASSOCIATION**

BY-LAWS

As Amended January 20,2022

**ARTICLE I
NAME AND PURPOSE**

Section 1. Name - This organization shall be known as the Western Wayne County Fire Department Mutual Aid Association, hereinafter referred to as the "Association." The members of the Association are those governmental entities that have adopted the Interlocal Agreement by which the Association was created, hereinafter referred to as "communities." The name of the Association shall not be used publicly by any member community without express permission of the Association. This shall not restrict either the member communities or the Association in the use of the name to carry out the purpose of the Association.

Section 2. Purpose - The purpose of this Association shall be:

- a) To render reciprocal aid between the member communities in fire protection, emergency medical service, hazardous materials response, technical rescue and other emergency services.
- b) To provide professional leadership and training in the fire service.
- c) To promote fire prevention, education, and safety in the fire service.
- d) To establish and implement cooperative programs and activities in the field of fire protection, fire prevention and emergency medical service that will enhance public safety.
- e) To provide a forum for the free exchange of ideas by Fire Chiefs.

**ARTICLE II
MEMBERSHIP**

Section 1. Request for membership – Requests for membership in the Association subsequent to the signing of the Interlocal Agreement by the founding member communities shall be made by the Chief Executive Officer and the Chief Fire Officer of the prospective member community. Such request shall be made in writing to the Secretary of the Association stating all particulars relating to the community's ability to meet all requirements as set forth in the Interlocal Agreement and the By-Laws of this Association. Communities wishing to join the Association and benefit from its services shall be required to pay a fee, determined by the Association at the time of the request. Any metropolitan Detroit community in close proximity to Wayne County is eligible to submit a request for membership in the Association. Approval of the request shall be within the sole discretion of the membership and may be denied for whatever reason.

Section 2. Receipt of request for membership - The Secretary shall send a copy of the request for membership to the Chief Fire Officer of each member community. The request shall appear on the agenda for discussion at the first regular or special meeting held after receipt of the request.

Section 3. Approval – Approval of membership shall be granted by 2/3 or more of the current membership.

Section 4. Removal – Removal of membership shall be granted by 2/3 or more of the current membership.

Section 5. Representation - Each community shall be represented by its Chief Fire Officer or his/her designee. In the case of a member community that contracts for services with another community, or which is part of a multi-community Fire Department, each member community shall be represented by the Chief Fire Officer (or his/her designee) of the Fire Department providing services to that member community.

Section 6. Voting - Each member community present at the meeting shall have one (1) vote on all issues brought before the membership. This vote shall be cast only by the Chief Fire Officer or his/her designee. The Chief Fire Officer or his/her designee may cast one (1) vote for each member community represented.

Section 7. Refusal of Service – In undertaking its responsibilities to respond to a request for service pursuant to Section 9.02 of the Interlocal Agreement, no member community shall unreasonably refuse service to another member community so long as the responding member has resources available to commit to the requesting member. Resources are not “available” within the meaning of this Section if additional personnel or equipment would have to be purchased, leased or acquired for the express purpose of responding to a request, nor are resources deemed “available” if personnel or equipment are currently engaged in meeting the emergency services needs of the responding community. In determining whether any refusal of service was “unreasonable” within the meaning of this Section, reference may be made to the “Guidelines for the Determination of Reasonable Refusal of Service” adopted by the Association. If a member community believes that a refusal of service was unreasonable, it may petition the President of the Association for a determination by the membership. Any unreasonable refusals of service, as determined by the Association, shall constitute grounds for forfeiture of membership in the Association.

Section 8. Insurance – Insurance covering the activities of the Association will be obtained, if possible and feasible. However, it is recognized that such insurance may be financially untenable or non-existent. Therefore, each member community shall be responsible for insuring its activities as they relate to the Association. The Association may choose to require each member community to provide Certificates of Insurance naming the Association as an additional insured as an additional qualification for membership in the Association.

Section 9. Party Contribution – As specified in Section 8.01 of the Interlocal Agreement, cost for the Fire Fighters is to be borne by the member community providing the Fire Fighters. This sentence should not be interpreted to mean that the Fire Fighters are to be provided to the Association or any other party. The contributions of fire apparatus or fire equipment by the member communities as required by Section 8.02 of the Interlocal Agreement shall be limited to the existing resources and current capabilities of the member communities. Under no circumstances shall a member community be required to acquire additional resources to provide services to a requesting member.

ARTICLE III OFFICERS

Section 1. Officers – The officers of this Association shall consist of: President, Vice-President, Secretary and Treasurer.

Section 2. Term of office – The terms of office of all officers of the Association shall be from January 1 to December 31 of each year.

Section 3. Election of officers – The election of officers shall be conducted at the first regular scheduled meeting where a quorum is present after September 30th of each year. If there is not a quorum at a regular scheduled meeting between September 30th and December 31st of any year, the officers of the Association shall be elected at the first regular meeting when a quorum is present after January 1st, and officers shall commence their terms in all respects as if they had been elected prior to January 1st.

Section 4. Duties of officers - The President shall be the Chief Officer of the Association and must be a Chief Officer of the member community he/she represents. He/she shall preside at all meetings of the Association. He/she shall call meetings as he/she deems necessary or as requested by a simple majority of the membership.

The Vice-President shall assume the duties of the President in his absence or unavailability for any cause.

The Secretary shall assume the duties of President in the absence of the President and Vice-President at any regular scheduled meeting. The Secretary shall keep the records and minutes of the Association and shall maintain the roster of members, the Interlocal Agreement, By-Laws, and all other documents. It shall be their duty to receive and acknowledge all communications of the Association addressed to them or that may be submitted to them by officers of the Association, and perform such duties as assigned by the President.

The Secretary shall provide each member community a copy of the minutes of each past meeting ten days prior to the next regular scheduled meeting.

The Treasurer shall be custodian and sole depositor of the funds of the Association and shall disburse such funds by check as herein authorized or upon approval of the membership. He/she shall render a complete summary of all income, disbursements and balances whenever requested by the Board, and to the membership at each regular meeting. A written copy shall be made available to any member community upon request. The Treasurer shall invoice and collect all dues, assessments and fees from the member communities.

ARTICLE IV MEETINGS

Section 1. Regular meetings – The regular meetings of the Association shall be on the third Thursday of each month, except the months of July and August and those months specifically omitted by a majority vote of the member communities present at a regular scheduled meeting.

Section 2. Special meetings – Special meetings of the Association may be called by the President of this Association, or by a majority of the member communities who petition the

President. The place and time shall be determined by the President. Proper notice of at least five days shall be given to all member communities.

Section 3. Rules of Order – All meetings shall comply with the procedural guidelines set forth in Robert's Rules of Order. A quorum for the conduct of business at all regular and special meetings shall be 1/3 or more of the current member communities.

Section 4. Meeting Agenda - The subject of meetings shall be to implement the intent and purpose of the Association and to promote a system of response in the areas of manpower, equipment, communications, and related items which will promote the best interest of mutual aid.

Section 5. Attendance - Any member community that fails to attend three regular meetings of the Association within one calendar year shall require the Secretary to submit a written notification of such absence to the Chief Fire Officer and the Chief Executive Officer of such member community. Failure to attend regular meetings may be cause for removal from the Association.

Section 6. Fiduciary Duties - In the event that any person representing a member of the Association is faced with a conflict between their fiduciary duty to the Association and the duty owed to their respective communities, those persons may act solely in the best interests of the community without violating their duty to the Association.

ARTICLE V DUES, ASSESSMENTS, AND FEES

Section 1. Dues – Dues will be established on an annual basis by June 1st of each year, for the following fiscal year (July 1 through June 30).

- a) The base annual dues for the Association shall be \$3,000.00 per member community, and;
- b) An amount equal to \$0.160 per capita based on the most recent census of the member community.

Section 2. Assessments – Assessments may be levied in the following manner:

- a) An assessment proposal may be submitted to the Secretary, in writing, by any member community.
- b) This proposal shall be placed on the agenda at the next regular scheduled meeting. The proposal shall be read and placed on the floor for discussion, but no vote shall be taken.
- c) The proposal shall be entered in the minutes and published.
- d) The proposal shall be brought to the floor for further discussion and voted upon at the next regular scheduled meeting.
- e) Assessment motions must include a commencement date and indicate when the assessment expires.

- f) All assessments shall be reviewed prior to the date of expiration for the purpose of possible continuance.

Section 3. Fees – Fees or other charges shall be brought before the membership for approval in the same manner as assessments.

Section 4. Timeliness of Payments – Dues, fees, assessments and other charges are due in advance by each member community. Prospective new member communities shall submit dues, assessments and fees prior to acceptance for membership.

Section 5. Failure to pay – The failure of any member community to pay all dues, assessments, or fees within 90 days of the start of the fiscal year shall forfeit membership in the Association. Reinstatement is conditioned on approval of the membership and payment of all arrears.

Section 6. Prorating of Charges - When new member communities are accepted for membership, Dues and all Assessments shall be prorated in accordance with their official fiscal year. All other fees, however, shall be paid in full.

Section 7. Expenditures – Non-budgeted expenditures exceeding \$5,000.00 shall be approved at a regularly scheduled meeting.

ARTICLE VI COMMITTEES

Section 1. Special committees – Special committees shall be appointed by the President as he/she deems necessary.

Section 2. Standing committees and appointments – Representatives of standing committees shall be appointed by the President in January of each year. All Committees shall be published by the Secretary. These committees are:

- a) Association liaison representative to "Downriver Fire Mutual Aid Group".
- b) Nomination's Committee
- c) Special Operations Group Committee

ARTICLE VII AMENDMENT

Section 1. Requirements - The By-Laws may be amended at any regular or special meeting of the Association by a vote of two-thirds of the members present in the following manner:

- a) Any member in good standing at a regular meeting may propose an amendment, alteration, revision or addition to the By-Laws of this Association.

- b) A written copy of the amendment, alteration, revision or addition shall be filed with the Secretary.
- c) The Secretary shall publish the proposed amendment, alteration, revision or addition in the minutes, and read the proposal at two successive meetings, and it shall be voted upon at the second meeting.
- d) Once adopted, the Secretary shall forward a copy of the approved document to the Chief Fire Officer representing each member community.

Section 2. Effective date - If the By-Laws are amended, the change shall be effective on the first of the month following the vote.

ARTICLE VIII RESPONSE GUIDELINES

The purpose of this Article is to clearly state the organizational structure, policies, procedures, and scope of the Western Wayne County Fire Department Mutual Aid Association Hazardous Materials Response Team (HMRT) and the Technical Response Team (TRT). These teams form the Special Operations Group and shall be governed by the Rules Governing the Western Wayne County Fire Department Mutual Aid Association Special Operations Group.

By-Laws revised and amended effective this date: January 20, 2022