AGREEMENT TERMINATING INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, FUNDING, AND MAINTENANCE OF THE PENTWATER FIRE DEPARTMENT

This Agreement Terminating Intergovernmental Agreement for the Operation, Funding, and Maintenance of the Pentwater Fire Department (the "Termination Agreement") is made and entered into as of _____, 2026, by and between the VILLAGE OF PENTWATER, a Michigan general law village with offices located at 65 S Hancock Street, PO Box 622, Pentwater, Michigan (the "Village"), and the TOWNSHIP OF PENTWATER, a Michigan general law township with offices located at 500 N Hancock Street, PO Box 512, Pentwater, Michigan (the "Township"). The Village and the Township are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Village and the Township are parties to that certain Intergovernmental Agreement for the Operation, Funding, and Maintenance of the Pentwater Fire Department, made and entered into as of May 1, 2008, as amended, renewed, or extended from time to time (the "Prior Agreement");

WHEREAS, the Prior Agreement provides, among other terms, for the operation, maintenance, financing, and property acquisition for the Pentwater Fire Department (the "Fire Department"); and

WHEREAS, the Parties desire to terminate the Prior Agreement in connection with the proposed incorporation of the West Mich Fire Authority (the "Authority"), a Michigan emergency services authority to be incorporated under Act 57 of the Public Acts of Michigan of 1988, as amended ("Act 57"); and

WHEREAS, the Parties agree that, once the Authority is legally established, the Authority, and not the Fire Department, will provide fire protection and emergency services to the Township, including the Village; and

WHEREAS, the Parties desire that the termination of the Prior Agreement occur contingent upon the incorporation of the West Mich Fire Authority.

WHEREAS, the Parties desire to establish terms for the acquisition, conveyance, and use of Fire Department real and personal property by the Authority and for representation of the Township, including the Village, on the Authority's governing board.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained in this Termination Agreement, the Parties agree as follows:

1. **Termination of Prior Agreement; Effective Date.** The Parties hereby agree to jointly and mutually terminate the Prior Agreement as set forth herein. The Prior Agreement is terminated effective upon the date on which the Authority is incorporated in accordance with Act 57 and the Authority's articles of incorporation (the "Authority Incorporation Date"). The

termination of the Prior Agreement shall be contingent upon, and shall not be effective unless and until the Authority is incorporated. If the Authority is not incorporated, the Prior Agreement shall remain in full force and effect unless otherwise terminated or amended by the Parties in accordance with its terms.

2. **Assignment and Transfer of Fire Department Personal Property**. Effective upon the Authority Incorporation Date, title to all personal property of the Fire Department, including, but not limited to, vehicles, equipment, firefighting gear, apparatus, tools, communication devices, records, supplies, and all other personal property used in connection with the operation of the Fire Department, shall be assigned, transferred, and conveyed to the Authority. The Parties shall execute and deliver such bills of sale, assignments, certificates of title, instruments of transfer, and other documents as may be reasonably necessary or appropriate to evidence or complete the assignment, transfer, and conveyance of such assets to the Authority.

3. **Conveyance of Fire Hall; Reversion of Fire Hall Upon Dissolution or Cessation of Authority.**

a. As set forth in the Prior Agreement, the existing fire hall structure located at 486 E. Park Street in the Village is jointly owned by the Township and the Village pursuant to Section 4.6(b) of the Prior Agreement, MCL 123.921, and MCL 123.922. Effective upon the Authority Incorporation Date, title to the existing fire hall structure shall be conveyed by the Parties to the Authority by such deeds, assignments, bills of sale, or other instruments as may be necessary or appropriate to convey the Parties' respective interests in the fire hall and related improvements to the Authority. The Parties shall cooperate in good faith and execute such instruments as may be necessary to evidence and complete the transfer of title described in this Section.

b. The real property upon which the fire hall structure is located is solely owned in fee simple by the Village and is identified as Parcel No. 64-044-133-001-00 and legally described in **Exhibit A** (the "Village Parcel"). The Village shall convey that portion of the Village Parcel comprising of the fire hall structure and surrounding area currently utilized by the Fire Department as depicted and described in **Exhibit B** (the "Fire Authority Parcel") to the Fire Authority on the Authority Incorporation Date by the execution of a Quitclaim Deed in the form attached hereto as **Exhibit C**. The Quitclaim Deed conveying the Fire Authority Parcel to the Fire Authority shall be subject to the following express conditions, covenants, and deed restrictions which shall run with the land:

i. Encumbrance Restriction. The Fire Authority shall not sell, transfer, assign, mortgage, pledge, or otherwise encumber or grant a security interest in or lien upon any portion of the Fire Authority Parcel without the prior express written consent and authorization of the Village Council, granted by formal resolution.

ii. Use Restriction. The Fire Authority Parcel shall be used solely and exclusively for fire department, emergency services, and related administrative or operational purposes.

iii. Reverter Clause. In the event the Fire Authority: (1) ceases to use the Fire Authority Parcel for fire department or emergency services purposes; (2) attempts to encumber, mortgage, or transfer the Fire Authority Parcel without the prior written consent of the Village Council; or (3) ceases to exist, dissolves, or otherwise terminates its legal existence; then automatically and without the necessity of re-entry or judicial action, full fee simple title to the Fire Authority Parcel shall immediately revert to the Village. The Fire Authority shall promptly execute and deliver to the Village any and all instruments, deeds, or documentation reasonably requested by the Village to evidence, perfect, and record such reverter.

c. If the Authority ever ceases to exist, dissolves, or otherwise terminates its legal existence, then, subject to any applicable law, outstanding bond or financing obligations, grant requirements, or other legally binding restrictions, the real property upon which the fire hall structure is located shall revert to the Village pursuant to paragraph 3(b) above, and title to the fire hall structure then existing on the real property shall revert jointly to the Township and the Village. The Parties shall cooperate in good faith and execute such instruments as may be necessary to evidence and complete the reversion described in this Section. The Parties expressly agree that this Agreement shall control and govern the distribution of the Fire Authority Parcel and fire hall structure notwithstanding any provision to the contrary in the Articles of Incorporation of West Mich Fire & Rescue Authority, including but not limited to Article XX(G), or any other governing document of the Authority.

4. **Township Representative to Authority Commission; Change in Legal Status.**

a. Notwithstanding Article IX(B) and Article IX(D)(2) of the Articles of Incorporation of West Mich Fire & Rescue Authority, the Township agrees that its appointed representative to the Authority Commission shall not be a member of the Township Board and shall be selected by the Township Board from a list of candidates recommended by the Authority Fire Chief. The Township shall take such action as may be necessary or appropriate to make and maintain the appointment consistent with this Section, notwithstanding any contrary provision in the Authority's articles of incorporation, bylaws, or other governing documents.

b. If the Village incorporates as a city, Section 4.a shall no longer apply to the Township, and the Township Board may choose its appointed representative in any manner.

5. **Further Assurances.** Each Party shall execute and deliver such further documents and take such further actions as may be reasonably necessary or appropriate to carry out the intent

and purposes of this Termination Agreement, including the orderly transition of operations, assets, records, and responsibilities from the Parties and the Fire Department to the Authority.

6. **No Waiver of Rights or Obligations.** Except as expressly provided in this Termination Agreement, the termination of the Prior Agreement shall not waive, release, or discharge any right, duty, claim, liability, indemnity, accounting obligation, payment obligation, or other obligation that accrued before the Authority Incorporation Date or that, by its nature, survives termination.

7. **Miscellaneous.**

a. Each individual signing this Termination Agreement on behalf of a Party represents that the individual has been duly authorized to execute and deliver this Termination Agreement on behalf of that Party and that this Termination Agreement has been approved by the governing body of that Party.

b. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

c. This Termination Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

d. This Termination Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

e. Any notice required or permitted to be given to either Party under this Termination Agreement may be delivered personally or by first-class mail to the addresses first listed above. Either Party may change its address for notice by giving notice in the manner provided in this Section.

f. The captions in this Termination Agreement are for convenience of reference and shall not be construed to conflict with its provisions.

g. This Termination Agreement may be amended only by a written instrument approved by the governing body of each Party and signed by the duly authorized representatives of each Party.

h. Should any portion of this Termination Agreement be declared unenforceable by any court of competent jurisdiction, the remainder of this Termination Agreement shall remain in full force and be unaffected by the portion which may be declared to be unenforceable.

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed by their duly authorized representatives as of the date first written above.

VILLAGE OF PENTWATER:

Date: _____, 2026

By:_____
Mary Marshall
Its: President

Date: _____, 2026

By:_____
Michelle Bieri
Its: Clerk/Treasurer

TOWNSHIP OF PENTWATER:

Date: _____, 2026

By: _____
Lynne Cavazos
Its: Supervisor

By: _____
Maureen Murphy
Its: Clerk

EXHIBIT A