

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF BATTLE CREEK AND
THE CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY
REGARDING BACKUP 911 CENTER**

THIS AGREEMENT is entered into under the Urban Cooperation Act (“the UCA”), MCL 124.501 et.seq., this ____ day of April, 2018, by and between the City of Battle Creek, (“the City”) a Michigan municipal corporation whose address is 10 N. Division St., Battle Creek, MI 49014, and the Calhoun County Consolidated Dispatch Authority (“the Authority”), a Michigan public agency, whose address is 315 W. Green St., Marshall, MI 49068

WITNESSETH:

WHEREAS the City is a “local governmental unit” as defined by the UCA; and

WHEREAS the Authority is a “public agency” as defined by the UCA; and

WHEREAS when the Authority consolidation occurred, the City agreed to allow the Authority the use of a room in the Battle Creek Police Department (BCPD) to be used as a Backup 911 Center; and

WHEREAS, the City has a new Police Department under construction and the current BCPD will be demolished once the new Police Department building is complete and occupied by BCPD, thus it will be necessary to relocate the Backup 911 Center. The Authority has concluded that the City’s Fire Station 1 would be the best location for the new Backup 911 Center because it has available space that can be dedicated solely to dispatch use; it is a municipal building with generator backup power; it is an appropriate distance away from the current Authority Dispatch Center in Marshall and its location is in close proximity to a tower site for connection; and

WHEREAS, the City is amenable to accommodating the Authority’s request since it provides a public purpose and benefits the residents and visitors of the City of Battle Creek, but there are certain modifications that must be made in order for the Backup 911 Center to be able to be relocated and operational at BCPD Fire Station 1, which is located at 195 E Michigan Avenue, Battle Creek, Michigan 49014; and

WHEREAS the Authority has agreed to be responsible for the cost of the necessary modifications.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration receipt of which is hereby acknowledge, the parties agree as follows:

1. The Authority has permission to relocate its Backup 911 Center to BCPD’s Fire Station 1.

At its convenience, the Authority has permission to relocate its Backup 911 Center to BCPD's Fire Station 1 located at 195 E Michigan Avenue in exchange for an Annual Lease Payment of One Dollar (\$1.00). The area of Fire Station 1 that shall be dedicated solely for use as the Backup 911 Center is approximately 100 square feet in size and is located in the Radio Room portion of Fire Station 1 ("the Premises").

2. Modifications

The Authority shall be permitted to make the following modifications to the above-described Premises at its own expense and shall be responsible to repair any damages to the Fire Station that are incurred during the modification process:

- Remove cabinet in radio room for rack installation;
- Install radio rack;
- Add AC power adequate to provide necessary power to the radio rack;
- Add grounding sufficient to provide protection against lightning;
- Core 3 holes for radio antenna cable routing as follows:
 - 1st hole shall connect the radio rack to the garage;
 - 2nd hole shall connect the garage into the fire pole area;
 - 3rd hole shall connect the fire pole to the outside of the building.
- Install up to two non-penetrating roof mounts to handle antennae for the radios;
- Route cables from radio d-mark to consoles;
- Install two consoles on the desktop surface; and
- Add AC outlets for console power supplies, if necessary.

3. Storage of Collapsible Tables and Restoration

The Authority shall store its collapsible tables in the Premises. When it is necessary for the Authority to set up collapsible tables in the day room area as call-taking stations, they shall be returned to the Radio Room as soon as practicably possible when they are no longer needed for use as call-taking stations.

If the Authority shall decide it no longer wishes the location of the Backup 911 Call Center to be at Fire Station 1, then the Authority shall be responsible for restoring Fire Station 1 to its prior condition in the event it removes any or all of its modifications.

4. Modification

This writing contains the entire agreement of the parties regarding the subject matter set forth herein and may be modified only upon the subsequent written agreement signed by both parties.

5. Counterparts

Any notices under this agreement shall be in writing, sent by first-class mail, return receipt requested, and shall be addressed as follows:

Executive Director Calhoun County Consolidated Dispatch Authority 315 W. Green Street Marshall, MI 49068	City Manager City of Battle Creek 10 N. Division St. Battle Creek, MI 49014
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6. Governing Law

This Agreement shall be controlled by and interpreted in accordance with Michigan Law.

7. Severability

If any provision contained in this Agreement is determined by a court of competent jurisdiction to be contrary to, prohibited, or invalid under Michigan law, such provision shall be deemed invalid and severed from the remaining provisions. All remaining provisions shall remain in full force and effect.

8. Binding

This Agreement shall be binding on the respective successors, representatives and assigns of the parties involved.

9. Counterparts

This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have the authority to execute this Agreement on behalf of the party for which they have signed.

Calhoun County Consolidated Dispatch Authority

By: _____ Dated: _____

Its: Chairman

City of Battle Creek

By: _____ Dated: _____

Rebecca L. Fleury

Its: City Manager