

**INTERLOCAL AGREEMENT**

**Effective January 1, 2009**

**BETWEEN**

**PARTICIPATING POLITICAL SUBDIVISIONS AS SIGNATORIES TO THIS  
INTERLOCAL AGREEMENT**

CREATING THE

**CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY**

A Michigan Public Body Corporation

THIS INTERLOCAL AGREEMENT (the Agreement) is entered into by and between the County of Calhoun, the Cities of Marshall, Albion and Battle Creek , and the Area Metropolitan Services Agency, and any other signatories to the agreement.

**RECITALS**

WHEREAS, the Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately; and

WHEREAS, the Urban Cooperation Act of 1967, being MCL 124.501 et seq., and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority; and

WHEREAS, on April 7, 1992, the Calhoun County Board of Commissioners adopted a 911 Service Plan, as amended, pursuant to the Emergency Telephone Service Enabling Act, being MCL 484.1101 et seq., and

WHEREAS, the 911 Service Plan contained a provision for three separate public safety answering points for the purpose of receiving 911 calls and dispatching public and private safety response services; and

WHEREAS, the parties now agree, that the creation of a single and separate entity called the Calhoun County Consolidated Dispatch Center is the most efficient and economic way of providing dispatch related services within Calhoun County; and

WHEREAS, it is the intent of the parties that all current employees of the respective PSAPs are offered the opportunity to continue employment with the Authority with no reduction to the employees wages, and benefits; and

WHEREAS, the Authority, when created, will be charged with the responsibility of operating a central communications system including an early warning entry point and emergency services telephone answering system for participating Local Governmental Units and County and other supporting agencies or entities as determined by the Governing Board of Directors;

NOW THEREFORE, in consideration of the mutual promises contained in this agreement, the Parties agree as follows:

#### CREATION

There is hereby created, under the authority of the Urban Cooperation Act, MCL 124.501 et seq, the Calhoun County Consolidated Dispatch Center Authority (Authority), located at 315 W. Green Street, Marshall, MI 49068.

#### DEFINITIONS

As used in this agreement, the following terms whether capitalized or not, shall have the following meanings:

- A. **Authority** refers to the Calhoun County Consolidated Dispatch Authority as created herein and also referred to as CCCDA.
- B. **Board** refers to the Calhoun County Consolidated Dispatch Authority Governing Board of Directors described in this Agreement.
- C. **Board of Commissioners** refers to the Calhoun County Board of Commissioners.
- D. **Budget** refers to the annual operating budget showing anticipated expenditures and revenues adopted by the Board in compliance with the Uniform Budget and Accounting Act, P.A. 621 of 1978 as amended.
- E. **Committee** refers to the Technical Advisory Committee described in this document.
- F. **County** refers to the County of Calhoun, a Michigan Municipal Corporation.
- G. **Director** refers to the person hired by the Board to serve as its Chief Administrative Officer and whom shall serve at the pleasure of the Board.
- H. **Emergency Telephone Service Enabling Act** refers to 1986 PA 32, as amended MCL 484.1101 et seq.
- I. **Fiscal year** refers to the period of time in which the budget shall be effective.
- J. **Operating Costs** refers to the cost of operating the Calhoun County Consolidated Dispatch Center including personnel, wages, fringe benefits, insurance, health, light, utilities, janitorial services, rent, maintenance agreements, repairs and other costs as indicated in the AUTHORITY'S Annual Operating Budget.

- K.     AParticipating agencies@ refers to the law enforcement agencies, fire departments and emergency services of participating or benefitting municipalities.
  
- L.     AProperly convened meeting@ refers to the Governing Board or Technical Advisory Committee meeting where a majority of the appointed members are present.
  
- M.     ATelephone Surcharge@ refers to a surcharge on all eligible telephones as legislatively authorized by P.A. 196 of 1991, **MCL 484. 1101 et seq.**, as subsequently amended.
  
- N.     A9-1-1 Plan@ refers to the Final 9-1-1- Service Plan adopted by the Calhoun County Board of Commissioners on April 7, 1992, as amended, pursuant to MCL 484. 1101 et seq.

## GOVERNING BOARD OF DIRECTORS

A.     Governing Board of Directors

The Calhoun County Consolidated Dispatch Center Governing Board of Directors shall consist of nine (9) members from the following local governmental units:

- 1       One member selected by the Calhoun County Board of Commissioners.
  
2.      Two members selected by the City of Battle Creek.
  
3.      One member selected by the City of Marshall.
  
4.      One member selected by the City of Albion.
  
5.      One member selected by the Calhoun County Township Association.

6. One member selected by the Area Metropolitan Services Agency.
7. Calhoun County Sheriff.
8. Michigan State Police representative

The term of appointment shall be for a one year period for one member selected by the City of Battle Creek, for a period beginning January 1 and the remaining members shall be for a two year appointment, also beginning January 1 of each year. After filling a term, a member may be reappointed or be replaced by the appointing authority in each Local Governmental Unit and County as designated above. Following the initial term of the members described above, all subsequent appointments shall be for a term of two (2) years. In the event of a vacancy, the person to be appointed to fill the remainder of the term shall be appointed by the same Local Governmental Unit and County responsible for the original appointment. It is the intent of the parties to this Agreement that such appointments are to be made from Elected or Appointed Officials, however, the selection shall be the individual decision of each governmental unit and each governmental unit may remove its appointee(s) at will. All members will serve without compensation. The terms of appointment are subject to change by the Governing Board.

B. Powers and Duties

In addition to its general policy-making authority, the Board is authorized to perform the following functions for the Authority:

- (1) To make and enter into contracts with public or private agencies or other entities to carry out the purposes of this Agreement.

- (2) To employ agents or employees.
- (3) To adopt an annual budget of revenues and expenses on a calendar year basis.
- (4) To acquire, hold or dispose of property (real or personal).
- (5) To incur debts, liabilities or obligations which do not constitute the debts, liabilities or obligations of any of the parties to this Agreement.
- (6) To purchase and maintain insurance to protect the interest of the body corporate and its representatives, agents and employees.
- (7) To accept gifts, grants, or other financial assistance from any public or private agency for use in carrying out the purposes of this Agreement.
- (8) Contract with supporting municipalities and supporting agencies. for the provision of central dispatch and record services in exchange for financial or other in-kind payments.
- (9) To make and promulgate necessary rules and regulations and their enforcement by or with the assistance of any party to this Agreement.
- (10) To adopt Bylaws to cover the procedures and general operation of the Authority.
- (11) To make claims or grant applications for federal or state aid payable to the individual or several member public agencies on account of the execution of this Agreement.

(12) To adopt policies covering the general operation of the Authority, including, but not limited to, personnel policy, purchasing policy, affirmative action policy, retirement policy, etc.

(13) To retain an attorney, an independent auditor and such other necessary services.

(14) Hire, employ and terminate an Authority director.

(15) Establish committees.

C. Limitations

The Authority created by this Agreement shall not have the power or authority to levy any type of tax within the boundaries of any governmental unit participating in this Agreement, or to issue any General or Limited Tax Obligation bonds or notes, or otherwise pledge the full faith and credit of any member entity with regard to repayment of any indebtedness.

D. Employees

The Authority may employ, engage, compensate, transfer or discharge necessary personnel, subject to any personnel system established by the Authority and the restrictions set forth in subsection 5(g) (i) and (ii) of the Urban Cooperation Act.

E. Officers

The Authority may have such officers as it deems appropriate by providing for same, with their respective duties, in the Bylaws.

G. Compensation and Expenses of Member Representatives

The representatives of each public agency which is a party to this Agreement shall serve without additional compensation but shall be entitled to reimbursement for expenses under such terms and conditions as the Authority shall determine.

H. Public Meetings

Every meeting of the Authority shall be open to the public and shall be held in a place available to the general public. As a public body, the Authority shall comply with the Open Meetings Act of 1976 (Act 267). No special meetings shall be held without prior written notice to each member representative as shall be provided in the Bylaws.

I. Public Records

All records of the Authority shall be deemed to be public records pursuant to the Freedom of Information Act of 1976 (Act 442) and shall be open to public inspection unless exempt as provided in Act 442.

TECHNICAL ADVISORY COMMITTEE

A. Technical Advisory Committee

The Technical Advisory Committee hereinafter referred to as a COMMITTEE shall consist of nine (9) members who shall report to the Calhoun County Consolidated Dispatch Authority Governing Board of Directors. The Technical Advisory Committee shall consist of the following members:

1. Michigan State Police representative



2. Calhoun County Sheriff representative
3. Albion Department of Public Safety representative
4. Marshall Police or Fire representative
5. Battle Creek Police or Fire representative
6. Medical Control Authority representative
7. County Association Fire Chiefs representative
8. Springfield Department of Public Safety representative
9. Emmett Township Department of Public Safety representative

The term of appointment for the members designated shall be for a two year period beginning January 1. After fulfilling a term, a member may be reappointed or replaced by the appointing authority as designated above. It is the intent of the parties to this Agreement that such appointments are to be representative of the members of the E911 Board as stated in MCL 484. 1101 et seq. Each Local Governmental Unit and County may remove and replace its appointee(s) at will. All members will serve without compensation.

B. Powers and Duties

The powers and duties of the Technical Advisory Committee are as follows:

- 1) Assist the Director in recommending policy and operating procedures for the Consolidated Dispatch Center to the Calhoun County Consolidated

Dispatch Authority Governing Board of Directors.

- 2) Assist the Director and Board in the resolution of agency disputes arising among the various participating entities.
- 3) Assist the Director and Board in the development of standards for agencies and employees of the Consolidated Dispatch Center.
- 4) Work with technical groups on projects or problems related to the County-wide Consolidated Dispatch Center System. Provide recommendations regarding equipment and maintenance.
- 5) Assist the Consolidated Dispatch Center Governing Board of Directors with such other projects as assigned.

C. Meetings

The Technical Advisory Committee shall meet in accordance with the schedule adopted by the Governing Board of Directors.

## CONSOLIDATED DISPATCH CENTER OPERATIONS

A. Director

A Director shall be hired by the Board and shall serve at its pleasure. The compensation of the Director's services shall be set annually by the Board. The Director shall be generally responsible for the following:

1. To hire, employ and terminate personnel of the CCCDA subject to Board approval.

2. For the day-to-day Consolidated Dispatch Center and Central Records operations within such policies that the Board may set.
3. To prepare and submit for final Board approval an annual budget in a time frame established by the Board.
4. To keep an accurate accounting of the financial operation of the Authority and to report at least monthly to the Board regarding the financial condition of these operations.
5. To prepare and post the agenda and notice of all Board and committee meetings.
6. To cause minutes of all Board and committee meetings to be kept and distributed to each member of the Board and committee.
7. To consult and work with the Technical Advisory committee regarding the purchase, maintenance, replacement, and use of equipment.
8. To conduct such other duties as the Board may from time to time assign.

B. Insurance

The Governing Board, on behalf of the Authority, may contract for all appropriate insurance it deems necessary with an insurance company or may contract for inclusion with a participating municipality in the municipality=s insurance coverage. Notwithstanding the foregoing, the Authority=s participating in any program of self-insurance will require prior approval of all participating and supporting municipalities; and the insurance secured shall be in accordance with the minimum liability level limits set forth below.

The Authority must secure and maintain comprehensive general liability insurance, worker=s compensation and employer liability insurance. The minimum liability level limits for such insurance shall be:

§ Comprehensive General Liability - \$5,000,000 each person and \$10,000,000 each occurrence for bodily injury and \$1,000,000 aggregate for property damage

§ Worker Compensation - Statutory

§ Employer Liability - \$500,000 each person

The Board will annually review during the budget process, the insurance limits and coverage and the availability of insurance within the marketplace to determine the adequacy and costs. The above limits will not be reduced below this minimum level unless two-thirds of the Governing Board of Directors vote to reduce these limits.

The Authority may agree to indemnify any participating or supporting municipality or supporting agency or entity against any general losses, damages or liabilities arising out of the service and activities of the Authority or participation in the Authority up to its liability insurance policy limits. In the unlikely event of liability or losses in excess of such limits, the Authority shall apportion such liability and losses among the participating and supporting municipalities and supporting agencies or entities, but only if and to the extent such liability or losses can be legally imputed to the participating or supporting municipality or the supporting agency or entity.

C. Administrative Services

The City of Battle Creek agrees to provide Administrative Services including but not limited to finance, personnel, payroll and human resources services on an in-kind basis for the first two years of the existence of the Authority. Following the completion of the two years, the Authority may contract with the County or Cities for support services including, but not limited to Finance, Legal, and Personnel administration.

## FISCAL ADMINISTRATION

### A. Initial Funding Plan

For the initial five years it is intended that the Calhoun County Consolidated Dispatch Center be funded by a contribution of general fund dollars and county-wide surcharge as indicated in Table A. The contributions of the participating entities as noted in Table A shall be frozen at 2008 rates. The county-wide telephone surcharge shall provide a continuing source of revenue for the operating costs and capital improvements costs of the Authority.

The Calhoun County Board of Commissioners agrees to levy the surcharge at a rate no less than the rate approved by the MPSC on June 3, 2008.

### B. Alternative Funding Plan

In the event of the discontinuation of the telephone surcharge or other State authorized funding for E911, the participating members to the consolidated dispatch agreement will immediately meet to determine the most appropriate, equitable, and beneficial way in which to continue financing the consolidated dispatch.

C. Fiscal Year

The Authority shall operate on a calendar year basis.

D. Budget

The Authority shall adopt an annual budget of revenues and expenses on a calendar year basis. The budget shall be provided to all participating governmental entities on an annual basis.

E. Expenditures

The Board must approve all expenditures of the CCCDA. Notwithstanding the foregoing, the CCCDA Director may approve an expenditure for dispatch operations in an amount up to Five Thousand Dollars (\$5,000.00) without prior Board approval provided there are funds available to cover the expenditure.

F. Annual Audit

All CCCDA finances and expenditures shall be subject to a complete annual audit to be performed by an independent certified public accountant in accordance with acceptable accounting standards.

A copy of the annual audit shall be submitted to the legislative body of each Local Governmental Unit and County and each Local Governmental Unit and County shall also have the right to request additional financial information regarding the CCCDA=s budget, funds and expenditures.

Quarterly financial reports shall be sent to each Local Governmental Unit and the County within thirty days after the end of the quarter.

## MISCELLANEOUS

### A. Privileges, Immunities and Benefits of Officers, Agents or Employees

All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of this Agreement. Nothing in this agreement acts as a waiver of governmental immunity.

### B. Termination

Any member public agency may withdraw from this Agreement by giving a one (1) year written notice to the Authority prior to such withdrawal; provided, however, no member public agency may withdraw from this Agreement unless it has first satisfied any and all financial and/or other commitments for which it has become obligated during the term of its membership. A member public agency which has given notice of withdrawal shall have no further vote on the Authority, shall not be counted for quorum purposes, and shall not have any additional obligations imposed upon it.

### C. Distribution of Assets

Upon dissolution of the Authority, unless otherwise agreed, all assets accumulated by the Authority shall become the property of Calhoun County as the entity

obligated by statute to provide dispatch services after all legal obligations have been met.

D. Additional Members

Additional public agencies may become parties to this Agreement under such terms and conditions as the Authority shall determine. Any public agency which has withdrawn from this Agreement and requests reinstatement or has given notice to withdraw and rescinds withdrawal notice prior to its effective date, shall be considered as an additional member and may become a party to this Agreement under such terms and conditions as the Authority shall determine.

E. Amendments

This Agreement may be amended at any time by having each public agency which is a party to this Agreement approve and sign the amendment. An amendment shall not become effective until signed by at least 2/3 member public agencies.

F. Incompatibility and Conflict of Interest

Pursuant to Article 7, Section 28, of the Michigan Constitution of 1963, an elected official of the governing body of a member public agency may serve as a representative on the Authority and such service shall not be deemed incompatible with his/her service as an elected official. In addition, said elected official may vote on any action before the Authority that affects his/her public agency, including a contractual relationship.

G. Liberal Construction



The provisions of this Agreement, the Urban Cooperation Act of 1967, and the Intergovernmental Transfers of Functions and Responsibilities Act of 1967 and all other applicable law shall be liberally construed in favor of the Authority. The powers granted to the Authority by this Agreement, the Urban Cooperation Act of 1967, and the Intergovernmental Transfers of Functions and Responsibilities Act of 1967 and all other applicable law shall include those fairly implied and not prohibited by this Agreement, the Urban Cooperation Act, or the Intergovernmental Transfers of Functions and Responsibilities Act or other applicable law.

H. Conflicting Statutory Provisions

If any provision of this Agreement conflicts with any statute of the State of Michigan providing for the authorization or performance of joint or cooperative agreements or undertakings between public agencies of this state, the provisions of such statutes shall control.

I. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions within this document.

J. Notice

Any notices required under this Agreement shall be in writing, sent by first-class mail, return receipt requested, and shall be addressed to the participating municipalities at their addresses.

IN WITNESS WHEREOF, the parties have executed this document as of the date written below.

Date approved:

\_\_\_\_\_  
Calhoun County

\_\_\_\_\_  
City of Battle Creek

\_\_\_\_\_  
City of Marshall

\_\_\_\_\_  
City of Albion

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Area Metropolitan Service Agency