

PLAINFIELD TOWNSHIP – ALPINE TOWNSHIP

**INTERGOVERNMENTAL AGREEMENT FOR
A SHARED OUTDOOR WARNING SIREN PROJECT**

This **AGREEMENT** is made this ___ day of _____, 2026, between Plainfield Charter Township, 6161 Belmont Ave NE, Belmont, MI 49306 (“**Plainfield**”) and Alpine Township, 5255 Alpine Ave NW, Comstock Park, MI 49321 (“**Alpine**”) (referred to collectively as the “**Parties**”) and pertains to the funding and sharing of an outdoor warning siren.

RECITALS

WHEREAS, pursuant to the Michigan Constitution of 1963, art 7, § 28, and the Intergovernmental Contracts Between Municipal Corporations Act, PA 35 of 1951, MCL 124.1 *et seq.*, the Parties may make an intergovernmental agreement; and

WHEREAS, the Parties desire to install a new outdoor warning siren; and

WHEREAS, the Parties recognize that there are additional cost savings and economy of scale efficiencies to be realized by the sharing of the siren between the Parties; and

WHEREAS, the siren shall be located in Alpine, but is mutually beneficial to both Parties; and

WHEREAS, the Parties desire to join together by sharing the cost and use of the siren;

AGREEMENT

NOW, THEREFORE, pursuant to the authority recited above, the Parties agree as follows:

1. The cost of the outdoor warning siren is \$33,654.00, including equipment and installation of the siren.
2. Plainfield shall contribute one-half (1/2) of the cost of the siren.
3. Alpine shall contribute the remaining costs related to purchase, installation, and electrical connection of the siren.
4. Alpine shall assume sole ownership of the siren.
5. Alpine shall assume sole responsibility for all future maintenance, repair, and electrical service costs of the siren.
6. Alpine shall reimburse Plainfield a pro-rated portion of Plainfield’s original contribution if Alpine decommissions the siren less than ten years after the date of installation. However,

this clause shall not be enforceable should the siren be decommissioned as a result of damage or malfunctioning due to circumstances outside of Alpine's control.

7. Use of the siren shall be coordinated through Kent County Sheriff's Office, unless both parties agree to a different arrangement.
8. The siren shall be located on property owned by Alpine at 6200 Vinton Avenue NE. The siren shall not be relocated unless agreed upon in writing by both parties.
9. This Agreement may be amended only by a written document approved and signed by both Parties.
10. This Agreement shall constitute the entire agreement between the parties. Any prior understanding, representation, or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
11. The Parties covenant and agree that they will cooperate with each other, any affected landowners, and with agents or instrumentalities of any governmental unit or agency relating to the performance of actions in connection with or pursuant to this Agreement and will do all things necessary in a legally sufficient and reasonably expeditious manner to effectuate the intent of this Agreement.
12. The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity.
13. This Agreement is not intended, and shall not be construed, to give any third party any interest or rights (including, without limitation, any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby.
14. Each Party to this Agreement will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the Agreement, as provided by this Agreement or by law. In addition, this is not intended to increase or decrease either party's liability for, or immunity from, tort claims. This Agreement is also not intended, nor will it be interpreted, to give either Party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Agreement.
15. No Party to this Agreement waives its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with respect to any action based upon, or occurring as a result of, this Agreement.
16. This Agreement may be executed in two counterparts, each of which when executed shall constitute an original, but all counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date(s) indicated below. This Agreement is effective upon the execution of the final signature required by this Agreement.

Plainfield Charter Township

By: _____

Name: _____

Title: _____

Date: _____

Alpine Township

By: _____

Name: _____

Title: _____

Date: _____