

CITY of NOVI CITY COUNCIL

**Agenda Item B
March 7, 2011**

SUBJECT: Approval to renew Dispatch Contract with the City of South Lyon beginning July 1, 2011 through June 30, 2014.

SUBMITTING DEPARTMENT: Public Safety *Demeter*

CITY MANAGER APPROVAL: *[Signature]*

BACKGROUND INFORMATION:

The City of Novi Police Department has provided emergency dispatch service for the City of South Lyon Police and Fire Departments for over 20 years. Attached is the proposed Dispatch Services Letter of Agreement and the Telecommunication Proposal. Based on the results of the Shared Service Cost Analysis, prepared by Rehmann Robson in 2008, and the recommendations of City Council at that time, the proposed agreements accurately reflects cost recovery based on a three-year average (2008, 2009, 2010) for calls for service and dispatch related expenses as of June 30, 2010. Proposals reflect a 2% increase per year. Legal counsel has reviewed these contracts and opines there is no legal impediment which precludes the City from executing these agreements.

The City of South Lyon is currently paying the City of Novi \$103,250 for dispatch services. The proposed schedule recommends the following:

City of South Lyon		
Time Period	Qtr	Annual
July 1, 2011 through June 30, 2012	\$26,329	\$105,315
July 1, 2012 through June 30, 2013	\$26,855	\$107,421
July 1, 2013 through June 30, 2014	\$27,393	\$109,570

RECOMMENDED ACTION: Approval to renew Dispatch Contract with the City of South Lyon beginning July 1, 2011 through June 30, 2014

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gaff				
Council Member Fischer				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				



February 21, 2011

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Thomas R. Schultz
Direct: 248-539-2847
tschultz@secrestwardle.com

Deputy Chief Thomas Lindberg
City of Novi Police Department
45175 W. Ten Mile Road
Novi, MI 48375

Re: *Renewal of Dispatch Contracts with the City of South Lyon and Lyon Township (2011-2014)*

Dear Deputy Chief Lindberg:

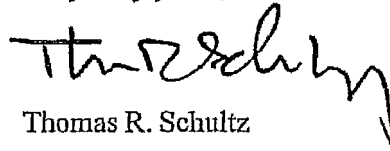
At your request, our office reviewed the proposed contracts between the City of Novi and Lyon Township for the provision of dispatch services beginning July 1, 2011 and running through June 30, 2014.

The documents are consistent with the previously approved documents that established the relationship between the City and these two communities for the period between June 30, 2009 and June 30, 2011.

We have no recommended changes to the documents at this time and no objection to their approval by the City Council.

If you have any questions, please do not hesitate to call.

Very truly yours,

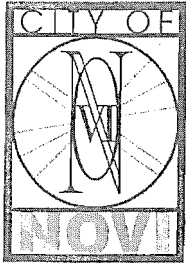


Thomas R. Schultz

TRS/jec

cc: David Molloy, Director of Public Safety
Maryanne Cornelius, City Clerk

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February 4, 2011

CITY COUNCIL

Mayor
David B. Landry

Mayor Pro Tem
Bob Gatt

Terry K. Margolis

Andrew Mutch

Kathy Crawford

Dave Staudt

Justin Fischer

City Manager
Clay J. Pearson

Director of Public Safety
Chief of Police
David E. Molloy

Director of EMS/Fire Operations
Jeffery R. Johnson

Deputy Chief of Police
Thomas C. Lindberg

Assistant Chief of Police
Victor C.M. Lauria

Chief Lloyd Collins
South Lyon Police Department
219 Whipple
South Lyon, MI 48178

Dear Chief Collins,

The current contract for the City of Novi to provide dispatch services to the City of South Lyon will expire on June 30, 2011. During the fiscal year 2010-2011, the City of South Lyon Police and Fire Departments contracted with the City of Novi to provide dispatching services for a fee of \$103,250.

We would like to enter into a new three year agreement, for the period July 1, 2011 through June 30, 2014 for the City of Novi to provide dispatch services to the City of South Lyon at the following rates which reflect a 2% increase per year:

	<u>Annual</u>	<u>Quarterly</u>
July 1, 2011 – June 30, 2012	\$105,315	\$26,329
July 1, 2012 – June 30, 2013	\$107,421	\$26,855
July 1, 2013 – June 30, 2014	\$109,570	\$27,393

Please contact me should you have any questions.

Sincerely,

David E. Molloy
Director of Public Safety
Chief of Police

C: Chief Mike Kennedy, Fire Department

Novi Police Department
45125 W. Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 fax

Novi Fire Department
42975 Grand River Avenue
Novi, Michigan 48375
248.349.2162
248.349.1724 fax

cityofnovi.org

Agreement for Dispatch Services

Between the

City of Novi

And the

City of South Lyon

This Agreement is made and effective as of the date of the last signature and is between the *City of South Lyon* ("South Lyon"), whose address is 335 South Warren, South Lyon, Michigan 48178, Oakland County, Michigan and the *City of Novi* ("Novi") whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, Oakland County, Michigan.

WHEREAS: It is the intention of South Lyon to secure and Novi to furnish Dispatch Services, and

WHEREAS: It is the intention of South Lyon and Novi to enter into an Agreement for the provision of said Dispatch Services through June 30, 2014, and to have the compensation for said services set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. This Agreement is for a term ending June 30, 2014. The obligation to provide services under this Agreement may be terminated by either party upon ninety (90) days prior written notice to the other party, delivered via First Class Certified United States Mail with Return Receipt requested. Unless prior to the ending date of this Agreement, a written extension is negotiated and executed, the provisions of this Agreement may be extended on a month-to-month basis by agreement of the parties.
2. Novi agrees to furnish Fire Department Dispatch Services on a 24 hours a day, 7 days a week basis to South Lyon.
3. Novi agrees to serve as the Primary Safety Answering Point for South Lyon as part of the Oakland County E-911 Emergency Communications System. Dispatch Services to be provided by Novi shall include all emergency communication for South Lyon in accordance with the City of Novi – Telecommunications Proposal attached hereto as Exhibit A and incorporated herein by reference. Any requests from the South Lyon that increase the scope of dispatch services from what is currently required shall not be binding on the City unless approved in writing by the City Police Chief.
4. Novi agrees to furnish Dispatch Services as outlined in this Agreement, specifically Paragraphs 2 and 3, and to provide training necessary for all dispatchers to comply with and obtain any certifications required by applicable law. Novi further agrees to provide emergency telecommunicator and fire dispatcher training for its dispatchers to obtain certifications in those fields at locations and times determined by the City Police Chief

Agreement for Dispatch Services
Between the City of South Lyon and the City of Novi

through outside accredited or recognized courses or programs that are established by South Lyon Police and Fire Chiefs and the Novi Police Chief.

5. In consideration for furnishing of said dispatch services as outlined in this Agreement, South Lyon agrees to pay Novi the following amounts for the periods indicated, with quarterly payments made on or before the first day of each quarter:

Time Period	Quarterly Amount	Annual Amount
July 1, 2011 through June 30, 2012	\$26,329	\$105,315
July 1, 2012 through June 30, 2013	\$26,855	\$107,421
July 1, 2013 through June 30, 2014	\$27,393	\$109,570

6. South Lyon and Novi agree that any change in the Emergency Service Area or any change in the scope of dispatch services to be provided, is subject to re-negotiation and mutual written Agreement of the parties. In any event, South Lyon agrees that any expansion of the South Lyon Emergency Service Area will be preceded by ninety (90) days written notice to Novi to provide time for discussion and negotiation of satisfactory terms and to provide sufficient time to make equipment and record keeping modifications.
7. To the extent allowed by law, throughout the effective period of this Agreement and during any extension hereof pursuant to any written extension agreement or on a month-to-month basis, Novi agrees to save harmless, indemnify, represent and defend South Lyon, its officers, officials, and employees from any and all claims, causes of action, liabilities, judgments, costs, damages and/or expenses for bodily injury Novi's delivery of dispatch services as specifically identified in the provisions of this Agreement, most specifically Paragraphs 2 and 3.

To the extent allowed by law, throughout the effective period of this Agreement and during any extension hereof pursuant to any written extension agreement or on a month-to-month basis, the City of South Lyon agrees to save harmless, indemnify, represent and defend Novi, its officers, officials, and employees from any and all claims, causes of action, liabilities, judgments, costs, damages and/or expenses for bodily injury and/or property damage and/or any other claim relating to or solely arising out of South Lyon's delivery of services, by the City of South Lyon or its Police or Fire Departments, specifically identified in the provisions of this Agreement, most specifically Paragraphs 2 and 3.

The obligation of the parties pursuant to this indemnification paragraph shall continue following termination of this Agreement and for all times during which lawful claims may be made in relation to any acts arising out of this Agreement. Under the provisions of this Paragraph, the indemnitor, whether Novi or South Lyon, shall provide reasonable and adequate legal representation on behalf of the indemnitee, and shall pay all claims, judgments and/or liabilities which become due.

Agreement for Dispatch Services
Between the City of South Lyon and the City of Novi

8. This Agreement and its incorporated Exhibit A constitute the entire Agreement for Dispatch Services between South Lyon and Novi.

Witness and Date

Witness and Date

CITY OF SOUTH LYON

Tedd Wallace, Mayor

Julie Zemke, Clerk

CITY OF NOVI

David B. Landry, Mayor

Maryanne Cornelius, Clerk

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CITY OF NOVI
TELECOMMUNICATIONS PROPOSAL

It is the mission of the Novi Regional 911 Center to provide a fast and effective communications link between the citizens requesting public safety services and the public safety agencies charged with providing emergency and non-emergency services to those citizens.

The "City of Novi Telecommunications Proposal" provides dispatching services 365 days a year on a 24/7 basis. It includes the following services and ensures Tele-Communicators will:

- Successfully undergo a recognized extensive communications Training Program.
- Have a thorough understanding of all radio console functions and public safety communications system used by the Novi Regional 911 Center.
- Answer 911 and non-emergency phone calls from the public and dispatch appropriate law enforcement, fire and/or EMS units as needed.
- Maintain contact with the caller throughout an emergency and update responding personnel of a changing situation.
- Activate weather sirens for inclement weather as needed.
- Have a thorough understanding of geography and addressing in all regional service areas.
- Be knowledgeable of mutual aid agreements between regional agencies.
- Assign complaint numbers for Calls for Service utilizing a computer aided dispatch system tracking complainant and officer response time information.
- Respond to requests from authorized public safety personnel i.e. LEIN, CLEMIS, NCIC checks, make follow-up phone calls, dispatch wreckers, etc.
- Maintain audio recordings of all radio traffic and telephone calls.
- Attend basic and advanced training as directed to stay up to date with dispatching methods and procedures.
- Maintain and make available Dialogic Reverse 911 Notification System.
- Provide short-term custody of arrested subjects, absent any major medical concerns and based on decision of Shift Commander.