



**CITY OF NOVI CITY COUNCIL
MARCH 23, 2020**

SUBJECT: Approval to renew Dispatch Contract with the City of South Lyon beginning July 1, 2020, through June 30, 2023.

SUBMITTING DEPARTMENT: Public Safety, Police

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 twenty years. The new agreement reflects a 4% increase per year. Legal counsel has reviewed this contract and opines there is no legal impediment which precludes the City from executing this agreement. The terms and conditions of this agreement were approved at the City of South Lyon City Council Meeting on February 24, 2020.

The City of South Lyon is currently paying the City of Novi \$134,604 for dispatch services. The proposed schedule recommends the following:

City of Novi Dispatch Services			
South Lyon			
Time Period	Annual	Yealy Increase	%
July 1, 2020 through June 30, 2021	\$139,988	\$5,384	4.0%
July 1, 2021 through June 30, 2022	\$145,588	\$5,600	4.0%
July 1, 2022 through June 30, 2023	\$151,411	\$5,824	4.0%

For historical reference, the number of calls for service for the City of South Lyon was 13,200 in 2019 and 13,421 in 2018. By comparison, the City of Novi totaled 71,140 in 2019 and 72,328 in 2018.

RECOMMENDED ACTION: Approval to renew Dispatch Contract with the City of South Lyon beginning July 2, 2020, through June 30, 2023.

THOMAS R. SCHULTZ
tschultz@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

February 25, 2020

**CONFIDENTIAL CORRESPONDENCE
ATTORNEY-CLIENT PRIVILEGE**

Scott Baetens, Assistant Police Chief
City of Novi
45175 Ten Mile Road
Novi, MI 48375

RE: Agreement for Dispatch Services (South Lyon)

Dear Assistant Chief Baetens:

Per your request, our office has reviewed the proposed Agreement for Dispatch Services between the City of Novi and the City of South Lyon. The Agreement and its attachments have been around for a while now; its terms are consistent with the previously-approved documents from 2009, 2011, 2014, and 2017. The only changes since the last agreement involve inserting some language that was missing. While it could always be said that there are better or more-detailed forms of agreement that could be chosen, given the parties' long-term experiences at this point, there are no specific recommended changes to the proposed document, and we see no impediment to the City entering into the Agreement at this time.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in black ink, appearing to read 'Thomas R. Schultz'. The signature is written in a cursive style with a large, sweeping 'S'.

Thomas R. Schultz

TRS/jah

cc: David Molloy, Chief of Police
Victor Cardenas, Assistant City Manager
Cortney Hanson, City Clerk
Simone Bell, Assistant to City Manager



January 21, 2020

CITY COUNCIL

Mayor
Bob Gatt

Mayor Pro Tem
Dave Staudt

Andrew Mutch

Laura Marie Casey

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Hugh Crawford

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Director of EMS/Fire Operations
Jeffery R. Johnson

Assistant Chief of Police
Erick W. Zinser

Assistant Chief of Police
Scott R. Baetens

Chief Chris Sovik
South Lyon Police Department
219 Whipple
South Lyon, MI 48178

Dear Chief Sovik,

The current contract for the City of Novi to provide dispatch services to the City of South Lyon will expire on June 30, 2020. During the fiscal year 2019-20, the City of South Lyon Police and Fire Departments contracted with the City of Novi to provide dispatching services for a fee of \$134,604.

We would like to enter into a new three year agreement, for the period July 1, 2020 through June 30, 2023 for the City of Novi to provide dispatch services to the City of South Lyon at the following rates which reflect a 4% increase per year:

	<u>Annual</u>	<u>Quarterly</u>
July 1, 2020 – June 30, 2021	\$139,988	\$34,997.04
July 1, 2021 – June 30, 2022	\$145,588	\$36,396.92
July 1, 2022 – June 30, 2023	\$151,411	\$37,852.80

Please contact me should you have any questions.

Sincerely,

David E. Molloy
Director of Public Safety
Chief of Police

C: Chief Robert Vogel, Fire Department

Novi Public Safety Administration
45125 Ten Mile Road
Novi, Michigan 48375
248.348.7100
248.347.0590 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, 2023, 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, 2023. 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 Police and 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 South Lyon that increase the scope of dispatch services from what is currently required shall not be binding on the City of Novi unless approved in writing by the Novi 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 Novi Police Chief

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	Annual Amount
July 1, 2020 through June 30, 2021	\$139,988
July 1, 2021 through June 30, 2022	\$145,588
July 1, 2022 through June 30, 2023	\$151,411

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 hold 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 and/or property damage and/or any other claim relating to or solely arising out of 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 hold 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.

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.

8. This Agreement and its incorporated Exhibit A constitute the entire Agreement for


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

Dispatch Services between South Lyon and Novi.

Witness and Date

Carol Brandon 2/26/2020

CITY OF SOUTHLYON



Daniel L. Pelchat, Mayor

Carol Brandon 2/26/2020



Lisa Deaton, Clerk

Witness and Date

CITY OF NOVI

Robert J. Gatt, Mayor

Cortney Hanson, 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.