



**CITY of NOVI CITY COUNCIL**

**Agenda Item G  
June 9, 2008**

**SUBJECT Approval to renew Dispatch Contracts with the City of South Lyon and Lyon Township beginning July 1, 2008 through June 30, 2011:**

**SUBMITTING DEPARTMENT:** Police Department *Don*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

The City of Novi Police Department provides emergency dispatch services for the Lyon Township Fire Department and the City of South Lyon Police and Fire Departments. Attached are the proposed Dispatch Services Letter of Agreements and Telecommunication Proposals. Based on the results of the Shared Service Cost Analysis, prepared by Rehmann Robson, and the recommendation of City Council, the proposed agreements more accurately reflect cost recovery at an acceptable pace for all parties involved. The three-year term proposals are as follows:

The City of South Lyon is currently paying the City of Novi \$56,724 for dispatch services. The Rehmann Robson study recommended a fee of \$137,069 for dispatch services based on calls for service.

City of South Lyon Time Period	Quarterly Amount	Annual Amount
July 1, 2008 through June 30, 2009	\$ 17,931	\$ 71,724
July 1, 2009 through June 30, 2010	\$ 22,440	\$ 89,759
July 1, 2010 through June 30, 2011	\$ 25,812	\$103,250

Lyon Township is currently paying \$12,600 to the City of Novi for dispatch services. The Rehmann Robson study recommended a fee of \$14,740 for dispatch services based on calls for service.

Lyon Township Time Period	Quarterly Amount	Annual Amount
July 1, 2008 through June 30, 2009	\$ 3,685	\$ 14,740
July 1, 2009 through June 30, 2010	\$ 3,814	\$ 15,256
July 1, 2010 through June 30, 2011	\$ 3,948	\$ 15,790

**RECOMMENDED ACTION: Approval to renew Dispatch Contracts with the City of South Lyon and Lyon Township beginning July 1, 2008 through June 30, 2011.**

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

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

# Agreement for Dispatch Services

Between the

**City of Novi**

And the

**City of South Lyon**

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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, 2011, 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, 2011. 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 Department 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 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

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:

<b>Time Period</b>	<b>Quarterly Amount</b>	<b>Annual Amount</b>
July 1, 2008 through June 30, 2009	\$ 17,931	\$ 71,724
July 1, 2009 through June 30, 2010	\$ 22,440	\$ 89,759
July 1, 2010 through June 30, 2011	\$ 25,812	\$103,250

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.

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

Witness and Date

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Witness and Date

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**CITY OF SOUTH LYON**

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John Doyle, Mayor

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Julie Zemke, Clerk

**CITY OF NOVI**

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David B. Landry, Mayor

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Maryanne Cornelius, Clerk

**CITY OF NOVI**  
**TELECOMMUNICATIONS PROPOSAL – CITY OF SOUTH LYON**

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.

**Agreement for Dispatch Services**  
Between the  
**City of Novi**  
And the  
**Lyon Township Fire Department**

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This Agreement is made and effective as of the date of the last signature and is between the *Charter Township of Lyon* ("Lyon Township"), whose address is 58000 Grand River Avenue, New Hudson, Michigan 48165, Oakland County, Michigan and the *City of Novi* ("City") whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, Oakland County, Michigan.

**WHEREAS:** It is the intention of Lyon Township to secure and the City to furnish Fire Department Dispatch Services, and

**WHEREAS:** It is the intention of the Township and the City to enter into an Agreement for the provision of said Fire Department Dispatch Services through June 30, 2011, 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, 2011. 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. The City agrees to furnish Fire Department Dispatch Services on a 24 hours a day, 7 days a week basis to Lyon Township Fire Department. Dispatch Services to be provided by Novi shall include fire dispatch communications for Lyon Township in accordance with the City of Novi – Telecommunications Proposal attached hereto as Exhibit A and incorporated herein by reference. Any requests from Lyon Township that increase the scope of fire dispatch service from what is currently required shall not be binding on the City unless approved in writing by the City Police Chief.
3. The City agrees to furnish Dispatch Services as outlined in this Agreement, specifically Paragraph 2, and to provide training necessary for all dispatchers to comply with and obtain any certifications required by applicable law. The City further agrees to provide emergency fire dispatcher training for its dispatchers to obtain certifications in those fields at locations and times determined by the City Police Chief through outside accredited or recognized courses or programs that are established by the Lyon Township Fire Chief and City Police Chief.

4. In consideration for furnishing of said dispatch services as outlined in this Agreement, Lyon Township agrees to pay the City 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, 2008 through June 30, 2009	\$ 3,685	\$ 14,740
July 1, 2009 through June 30, 2010	\$ 3,814	\$ 15,256
July 1, 2010 through June 30, 2011	\$ 3,948	\$ 15,790

5. Lyon Township and the City agree that any change in the Fire Department 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, Lyon Township agrees that any expansion of the Lyon Township Fire Department service area will be preceded by ninety (90) days written notice to the City to provide time for discussion and negotiation of satisfactory terms and to provide sufficient time to make equipment and record keeping modifications.
6. 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 agrees to save harmless, indemnify, represent and defend Lyon Township, 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 arising solely out of the City's delivery of dispatch services as specifically identified in the provisions of this Agreement, most specifically Paragraph 2.

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, Lyon Township agrees to save harmless, indemnify, represent and defend the City, 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 Lyon Township's delivery of services, by Lyon Township or its Fire Department, specifically identified in the provisions of this Agreement, most specifically Paragraph 2.

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 the City or Lyon Township, shall provide reasonable and adequate legal representation on behalf of the indemnitee, and shall pay all claims, judgments and/or liabilities which become due.

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

Dispatch Services between Lyon Township and the City

**LYON TOWNSHIP**

Witness and Date

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\_\_\_\_\_  
Lannie Young, Supervisor

\_\_\_\_\_  
Pamela Johnson, Clerk

**CITY OF NOVI**

Witness and Date

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\_\_\_\_\_  
David B. Landry, Mayor

\_\_\_\_\_  
Maryanne Cornelius, Clerk

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**CITY OF NOVI**  
**TELECOMMUNICATIONS PROPOSAL – LYON TOWNSHIP**

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 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, SOS, CLEMIS, 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.