



CITY of NOVI CITY COUNCIL

Agenda Item B
April 24, 2017

SUBJECT: Approval to renew Dispatch Contract with the City of South Lyon beginning July 1, 2017 through June 30, 2020.

SUBMITTING DEPARTMENT: Public Safety - Police *DEM*

CITY MANAGER APPROVAL: *DA*

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 5% 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 27, 2017.

The City of South Lyon is currently paying the City of Novi \$116,276 for dispatch services. The proposed schedule recommends the following:

City of South Lyon	
Time Period	Annual
July 1, 2017 through June 30, 2018	\$122,090
July 1, 2018 through June 30, 2019	\$128,194
July 1, 2019 through June 30, 2020	\$134,604

RECOMMENDED ACTION: Approval to renew Dispatch Contract with the City of South Lyon beginning July 1, 2017 through June 30, 2020.



JOHNSON ROSATI SCHULTZ JOPPICH PC

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Thomas R. Schultz
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February 20, 2017

Jerrod Hart, Assistant Police Chief
City of Novi
45175 Ten Mile Road
Novi, Michigan 48375

RE: Agreement for Dispatch Services (South Lyon)

Dear Assistant Chief Hart:

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 are consistent with the previously approved documents from 2009, 2011, and 2014. There are no 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,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Thomas R. Schultz

TRS/sls

cc: Cortney Hanson, City Clerk
David Molloy, Direct of Public Safety



March 16, 2017

CITY COUNCIL

Mayor

Bob Gatt

Mayor Pro Tem

Dave Staudt

Andrew Mutch

Wayne Wrobel

Laura Marie Casey

Gwen Markham

Brian Burke

City Manager

Peter E. Auger

Director of Public Safety

Chief of Police

David E. Molloy

Director of EMS/Fire Operations

Jeffery R. Johnson

Assistant Chief of Police

Jerrold S. Hart

Assistant Chief of Police

Erick Zinser

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, 2017. During the fiscal year 2016-17, the City of South Lyon Police and Fire Departments contracted with the City of Novi to provide dispatching services for a fee of \$116,276.

We would like to enter into a new three year agreement, for the period July 1, 2017 through June 30, 2020 for the City of Novi to provide dispatch services to the City of South Lyon at the following rates which reflect a 5% increase per year:

	<u>Annual</u>	<u>Quarterly</u>
July 1, 2017 – June 30, 2018	\$122,090	\$30,522.50
July 1, 2018 – June 30, 2019	\$128,194	\$32,048.50
July 1, 2019 – June 30, 2020	\$134,604	\$33,651.00

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 Public Safety Administration

45125 Ten Mile Road

Novi, Michigan 48375

248.348.7100

248.347.0590 fax

cityofnovi.org

Regular City Council Meeting

March 27, 2017

Agenda


7:30 p.m. **Call to Order**
Pledge of Allegiance
Roll Call
Approval of Minutes: March 13, 2017
Approval of Bills:
Approval of Agenda

Public Comment

I. **Old Business –**

1. Second Reading of Ordinance to Amend the Official Zoning Map of the City of South Lyon Conditionally Rezoning 500 Stryker Street – Parcel No. 21-29-176-012 from R-3 (1-Family Residential) to I-1 (Light Industrial)
2. Consider approval of Final bill submitted by Dykema Gossett for services rendered during Conflict of Interest Review/Investigation
3. Consider adoption of Policy Statement – Use of Façade Grant Funds in Historic Downtown Core District, Façade Improvement & Sign Grant Program Document, Façade Improvement Grant Priority Policy, Façade Improvement Grant Application and Sign Grant Application.
- 4.

II. **New Business-**

1. **Consider approval of Dispatch/Lock=up Service Agreement with City of Novi**  9
2. Consider approval of emergency expenditure for fire department radio repeater at water tower o North Mill St due to critical failure following March 8th power outage
3. Discussion - Sidewalks
4. Discussion and consideration to set date for City Manager's 2017 review and designate two council members to meet with City Manager to identify: Goals, performance measures and evaluation form to be used.

III. **Discussion- Downtown**

IV. **Manager's Report**

V. **Council Comments-**

VI. **Adjournment**

Mayor Pro Tem Wedell stated anytime a department head comes before Council to say they need to postpone to get the paperwork right, he will vote for that anytime.

4. Consider naming policy for Parks and other City owned and operated facilities and related form postponed from March 13, 2017

City Manager Ladner stated this was postponed from the last meeting but there was not a Parks and Recreation Commission member available to come tonight, therefore she is asking for it to be postponed again. Discussion was held regarding postponing this item to a definite date or to table until a future meeting without a definite date.

CM 3-9-17 MOTION TO TABLE NAMING POLICY UNTIL FUTURE MEETING

Motion by Kivell, supported by Parisien

Motion to table until a future meeting date

VOTE: MOTION CARRIED 1 OPPOSED

NEW BUSINESS

1. Consider approval of Dispatch/Lock=up service agreement with City of Novi

Chief Collins stated we do this every 3 years with Novi and they have raised the cost each time around 2% increase. At this time, in discussions with the public safety inspector regarding costs of equipment, they are asking for a 5% raise in cost. He further stated dispatch services for Police and Fire the proposed rates for 2017-2018 will be \$122,090. He stated for 2018-2019 the cost will be \$128,194 and for 2019-2010 \$134,604. Chief Collins stated all of those numbers are far cheaper than we could afford having a lock up service and dispatch service on our own.

CM 3-10-17 MOTION TO APPROVE 3 YEAR AGREEMENT WITH CITY OF NOVI

Motion by Rzyzi, supported by Kurtzweil

Motion to approve the three-year agreement, as presented, with the City of Novi to provide Dispatch and lock-up services for the South Lyon Police and Fire Departments

VOTE: MOTION CARRIED UNANIMOUSLY

2. Consider approval of emergency expenditure for Fire Department radio repeater at water tower on North Mill Street due to critical failure following March 8th power outage

Chief Kennedy stated since the wind damage and the power outage on March 8th, we have had transmission reception issues. He explained how the radio repeater system works. He stated we use the 911 dispatch in Novi, which then transmits to the transmitter at 10 mile and Taft, then it kicks a transmission to our water tower. We have back-up systems which we have been using since then. We have a service contract with Cynergy and we have had the contract with them for 6 years. The service technician came out and it was in a complete state of failure, so we were relying on our backup systems, and he contacted City Manager Ladner and Lyon Township. He further stated this is a shared agreement with Lyon Township so we split the cost. He further stated he would have normally brought bids to Council, but doing his own research the numbers Cynergy gave them is within reason. He further stated the current repeater came back online today.

3/27/17

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, 2020, 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, 2020. 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, 2017 through June 30, 2018	\$122,090
July 1, 2018 through June 30, 2019	\$128,194
July 1, 2019 through June 30, 2020	\$134,604

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 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 Dispatch Services between South Lyon and Novi.

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.

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

Witness and Date

 4-5-17

 4-5-17

Witness and Date

CITY OF SOUTH LYON


John Galeas Jr., Mayor


Lisa Deaton, Clerk

CITY OF NOVI

Robert J. Gatt, Mayor

Cortney Hanson, Clerk

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