



**CITY OF NOVI CITY COUNCIL  
MARCH 20, 2023**

**SUBJECT:** Approval to renew Dispatch Agreement with the City of South Lyon beginning July 1, 2023 through June 30, 2026.

**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 by the City of South Lyon City Council Meeting on March 13, 2023.

The City of South Lyon is currently paying the City of Novi \$151,411 for dispatch services. The proposed schedule recommends the following:

<b>City of Novi Dispatch Services</b>			
<b>South Lyon</b>			
<b>Time Period</b>	<b>Annual</b>	<b>Yealy Increase</b>	<b>%</b>
<b>July 1, 2023 through June 30, 2024</b>	<b>\$157,467</b>	<b>\$6,056</b>	<b>4.0%</b>
<b>July 1, 2024 through June 30, 2025</b>	<b>\$163,766</b>	<b>\$6,299</b>	<b>4.0%</b>
<b>July 1, 2025 through June 30, 2026</b>	<b>\$170,317</b>	<b>\$6,551</b>	<b>4.0%</b>

**RECOMMENDED ACTION:** Approval to renew Dispatch Agreement with the City of South Lyon beginning July 1, 2023 through June 30, 2026.

# 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, 2026, 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, 2026. 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



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:

<b>Time Period</b>	<b>Annual Amount</b>
July 1, 2023 through June 30, 2024	\$157,467
July 1, 2024 through June 30, 2025	\$163,766
July 1, 2025 through June 30, 2026	\$170,317

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. All employee rights of the contracted dispatchers will be governed by the respective collective bargaining agreement and the policies of the City of Novi.

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

---

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

Witness and Date 3/14/23  
Carol Y. Brandon

Carol Y. Brandon 3/14/23

Witness and Date

\_\_\_\_\_

\_\_\_\_\_

**CITY OF SOUTH LYON**

D. L. Pelchat  
Daniel L. Pelchat, Mayor

Lisa Deaton  
Lisa Deaton, Clerk

**CITY OF NOVI**

\_\_\_\_\_  
Robert J. Gatt, Mayor

\_\_\_\_\_  
Cortney Hanson, Clerk

**CITY OF NOVI**  
**TELECOMMUNICATIONS PROPOSAL EXHIBIT A**

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.