



## CITY OF GROSSE POINTE WOODS

### MEMORANDUM

---

**Date:** April 21, 2023  
**To:** Mayor and Council  
**From:** Frank Schulte, City Administrator *FS*  
**Subject:** Grosse Pointe Shores - Grosse Pointe Woods Dispatch and Lockup Services Contract

---

The Grosse Pointe Shores – Grosse Pointe Woods Consolidated Dispatch and Lockup Services Contract expired April 1, 2023. Due to an increase in the costs associated with providing dispatch and lockup services the financial terms needed to be renegotiated. The new terms are as follows:

- One time additional payment \$9,860.50.
- Remaining two quarterly payments are due by June 30.
- Changed the FY to July 1, 2023 through June 30, 2024.
- Overall increase in revenue from \$74,003.40 to \$88,900.00.
- Increased the annual escalator from 2.5% to 3%, which will apply to FY's 2024 and 2025.
- Contract expires on June 30, 2026.

City Attorney Walling has reviewed and approved the attached Grosse Pointe Shores – Grosse Pointe Woods Consolidated Dispatch and Lockup Services Contract.

It is Administration's recommendation that City Council approve the revised Grosse Pointe Shores – Grosse Pointe Woods Consolidated Dispatch and Lockup Services Contract and authorize the City Administrator to sign the contract.

Attachment

RECEIVED

APR 25 2023

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

# GROSSE POINTE SHORES – GROSSE POINTE WOODS CONSOLIDATED DISPATCH AND LOCKUP SERVICES CONTRACT

THIS CONSOLIDATED DISPATCH AND LOCKUP SERVICES CONTRACT is entered into between The Village of Grosse Pointe Shores, a Michigan city (hereinafter “GPS”), and the City of Grosse Pointe Woods (hereinafter “GPW”) on this \_\_\_\_ day of \_\_\_\_\_ 2023 (hereinafter “Contract”).

WHEREAS, GPS and GPW have previously entered into a Mutual Aid Agreement and an Automatic Aid Agreement to provide mutual assistance for the purpose of providing police, fire, and emergency medical services to the citizens of GPS and GPW, and

WHEREAS, since entering into the Mutual Aid Agreement, the Public Safety Departments of the respective municipalities have effectively coordinated fire and emergency medical services. However, separately dispatching emergency and non-emergency calls for each municipality requires duplication of effort and results in higher costs for personnel and equipment, and

WHEREAS, the responses to police, fire, and medical emergencies through a consolidated dispatch provides efficient dispatch services with reduced costs to the citizens of each municipality without reducing emergency response times, and

WHEREAS, GPS and GPW have determined that it is in the best interests of the citizens of both municipalities for the police, fire, and emergency medical dispatch services to be consolidated, with service initiated from GPW;

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated into this Contract as if set forth herein in its entirety, GPS and GPW hereby agree as follows:

## **DISPATCH SERVICES**

1. **Consolidation of Dispatch Services:** Through its Dispatch Center (the “Dispatch Center”), GPW will process all requests for police, fire, and emergency medical calls for service and all other related service and notification requests (hereinafter “Dispatch Services”.) GPW will provide communications with dispatched units by providing Law Enforcement Information Network (LEIN) and National Crime Information Center (NCIC) information via radio. GPW agrees to turn over to GPS all information and documents, whether contained on paper or electronic format, necessary for the efficient delivery of service required in this Contract. GPW will support the provision of the Dispatch Services for both GPS and GPW to the extent that funding is available, budgeted and appropriated by the GPW City Council, as follows:

a. **Staffing:** The Dispatch Center will staff the position of Dispatcher/Clerk twenty-four (24) hours a day, seven (7) days a week, 365 days a year with a combination of full-time and/or part-time personnel. All personnel will be GPW employees.

b. **Operations:** The Dispatch Center shall be equipped with a stand-alone and/or electronically dedicated non-emergency phone for GPS non-emergency calls to the Dispatch

Center. This GPS non-emergency line shall be answered, “*Grosse Pointe Shores Police and Fire.*” If and when a second call is received simultaneously from GPS, the second call can, if necessary, be routed into the regular non-emergency GPW dispatch lines, to be answered “*Grosse Pointe Woods/Shores Police*”. All administrative calls to GPS will be routed through the GPS phone tree and will not be transferred through the dispatch center in GPW.

c. **Warrants:** GPW Dispatch Personnel will manage the GPS criminal warrants. This process will include the entering, verifying, confirming and recalling of warrants. GPS personnel will transport all physical warrants to GPW and provide any and all transportation for warrant paperwork to and from the Dispatch Center.

2. **Costs of Operating the Dispatch Center:** The annual cost attributable to GPS and paid to GPW for the operation of the Dispatch Center and lock up services for the first year of this Contract shall be \$88,900.00, beginning on July 1, 2023 and ending on June 30, 2026. The annual cost increase shall be 3.0%, effective each July 1, beginning July 1, 2024, and thereafter on July 1, 2025. The payments will be billed quarterly. In addition, there is a one-time payment due from GPS to GPW in the amount of \$9,860.50 to be paid when invoiced.

GPS shall make payments in four (4) equal quarterly payments in arrears, commencing on the first day of each quarter which will begin July 1, 2023, and proceed on a July 1 - June 30 fiscal year basis. At least ninety (90) days prior to the conclusion of each one (1) year period of this Contract, the City Managers of GPS and GPW, or their designees, shall meet to review the actual operational costs for the previous year to evaluate the past and future annual costs of the contractual services.

Based on Collective Bargaining Agreement increases for GPW personnel, the annual cost increase for each year of a term shall be 3.0%. In the event that either party terminates this Contract in accordance with paragraph 20 below, the final quarterly payment will be calculated on a pro-rated daily basis.

3. **GPW Dispatchers:** GPS Public Safety Department shall have an active and supportive role in the selection and hiring of future GPW dispatchers. In addition, GPS and GPW will have collective responsibility in the resolution of citizen, officer, or administrative complaints regarding dispatch services relating to GPS matters. GPW and GPS shall each designate one (1) command officer to monitor day to day operations. With input from both Public Safety Directors, the final resolution of any conflict, complaint, or hiring decision shall rest with GPW.

4. **Effective Date:** April 1, 2023.

5. **Term:** The term of this Contract shall be for three years, beginning July 1, 2023 through June 30, 2026.

6. **Emergency Calls:** All calls for GPS police, fire, and emergency medical services and other related service requests that are received by the GPW Dispatch Center shall be promptly dispatched to GPS on Channel #1 according to established procedures. GPS civilian clerks shall be responsible for contacting off-duty GPS DPW employees for emergency city services.

7. **Radio Frequencies:** All radio communications between and among the Dispatch Center and

dispatched units responding to police, fire, and emergency medical services and other related service requests will be conducted on Channel #1 series zone and talk groups. Additional talk groups may become necessary based upon operational needs established through protocols similar to the Grosse Pointe/Harper Woods Radio System. GPW shall notify GPS as soon as practical of any significant changes in its radio system due to regulation changes, system enhancements, or interoperability capabilities.

8. **Mobile Data Computers:** GPW and GPS shall each be responsible for the purchase and maintenance of the mobile data computers to serve their respective police, fire, and emergency medical units. GPW will be responsible for network availability and maintenance through its IT Department. GPW will assume 2/3 of any cost upgrades and GPS shall be responsible for 1/3 of the total costs. All equipment must be compatible with the CLEMIS system.

9. **Courts and Law Enforcement Management Information System (CLEMIS):** GPW and GPS shall be responsible for upgrades and maintenance of their respective CLEMIS systems.

10. **Geographic Information System:** GPS will provide an annual update of its Geographic Information System data file (the "GIS Data File") to GPW no later than the beginning of each new one (1) year period of this Contract. No update will be required if there are no changes to the GIS Data File provided for the previous year; rather, GPS will provide written notice to GPW of the same no later than the beginning of the new one (1) year period.

11. **Lockup Services:** Lock up services may include, but not be limited to:

- a) Detention of persons awaiting processing, booking, court appearances, or transportation to the jail for a period not to exceed 48 hours.
- b) Providing meals to detainees in the lockup in accordance with GPW Department of Public Safety rules and regulations.
- c) Providing conditions of detention in accordance with GPW rules and regulations.
- d) Testifying in court at depositions or any required criminal or any required administrative hearing.
- e) Releasing detained persons pursuant to GPW/GPS Public Safety policies and procedures.
- f) Taking, processing and securing bonds amounts from detained persons
- g) Providing other lockup services as agreed to by the parties.

12. **Searching, Lodging and Release of Prisoners and Detainees:** When GPS desires to have a prisoner detained, the GPS officer shall notify GPW by phone or radio that it is transporting a processed prisoner to its facility. The GPS officer will then turn the subject over to the GPW intake officer with all booking, intake and property forms completed as requested by the GPW officer in charge. The GPS officer transporting the subject shall conduct a thorough and arrest-appropriate search of the subject prior to turning the subject over to GPW. GPW may conduct its own search of the subject prior to accepting the subject for lodging. OWI prisoners with a BAL over .30% shall be conveyed to the closest appropriate hospital for observation/treatment by the department of the arresting officer(s). Any blood draws related to OWI or OUID shall be completed by GPS personnel prior to lodging in GPW. GPS OWI prisoners shall have reached a .03% BAL by PBT prior to being considered for release. GPW will house GPS prisoners only after they have been processed and thoroughly searched by GPS Public Safety personnel at the GPS facility unless otherwise stipulated. A GPS prisoner once accepted and lodged in GPW shall remain in the GPW lock-up until the prisoner is released from custody. GPW shall be responsible for securing and the feeding of the GPS detainees.

GPS will be responsible for the costs of feeding its prisoners while housed in GPW. The cost of feeding GPS prisoners shall be included in the annual contract amount paid to GPW.

a. **Bonds:** GPW Public Safety personnel shall accept bonds for lodged GPS prisoners on GPS-provided bond receipts. The bond amounts, bond receipts, prisoner property logs and any related GPW reports shall be stored in a secure GPW location until physically picked up by GPS officers. The GPW Municipal Court will not be required to process any bonds for GPS. When releasing GPS prisoners who cannot provide total bond amounts, GPW shall contact the on-duty GPS supervisor to seek approval for bond reductions or personal bonds.

b. **Refusal of Subjects:** GPW reserves the right to refuse admittance to its lockup of any prisoner who is deemed unacceptable for housing in GPW lockup for any reason in the opinion of GPW officer-in-charge (or his/her designee), including but not limited to refusal of admittance to any subject suffering from mental illness or from a medical condition that threatens the security or the efficient operation of GPW lockup. GPS will insure that all GPS prisoners needing medical attention are treated at a medical facility before lodged at GPW.

c. **Transportation:** GPS shall be responsible for transportation of its detainees lodged in the GPW lockup to court hearings, county jail or other facilities as required. GPS shall have access to the GPW video arraignment system within the lock-up. All prisoner property that is not accepted by the county jail or other facility, shall be retained in GPS until final release of the prisoner.

d. **Administrative Paperwork:** GPW personnel shall process the administrative paperwork, secure the bond and release those bondable GPS prisoners directly from the GPW facility. Bonds, bond receipts and prisoner property forms shall be forwarded to GPS after release in an accounting practice acceptable to both GPS and GPW. GPS prisoner property shall be sealed in a clear bag, identified with the prisoner's complete information and remain with the prisoner in GPW until the prisoner is released from custody. The property contained in the bag shall be entered on a GPS prisoner property sheet which will remain with the prisoner until release. GPS shall be responsible for the retention of any GPS prisoner property from a prisoner that is lodged in any county or other facility where upon intake their property is not accepted.

13. **Medical Services Detainees:** GPS shall be responsible for the costs of medical services provided to any of its detainees under this Contract for the full duration of detention. If any GPS detainee accepted by GPW for lockup services necessitates medical care or treatment, GPW or its contracted medic personnel shall evaluate the patient and make the necessary determination of whether to provide medical care and/or transport the patient to a medical facility. In all cases, GPW or its contracted medical services, shall, if required, transport the patient to the closest appropriate facility, in accordance with GPW contractual medical services agreement. GPS shall provide officers to guard the detainee while in custody and throughout their treatment at the medical facility.

14. **Oversight Committee:** An oversight committee (the "Oversight Committee") will be created that will be composed of the GPS and GPW Public Safety Directors or their designee(s). The Oversight Committee will meet quarterly, if needed, to address policies, procedures and protocols relating to the services covered in this Contract and to assess the efficiency and reliability of the Consolidated Dispatch Services. The Oversight Committee will research policies, procedures or protocols for the Dispatch Center and will make recommendations to their respective City Managers for consideration and implementation. The Oversight Committee shall investigate all complaints related to the delivery of Dispatch Services. Complaints related to Dispatch Services may have a GPW dispatcher assigned to assist in the investigation. Cancellation of a

scheduled meeting will require the consent of the Public Safety Directors. GPS and GPW will have collective responsibility in the resolution of citizen, officer or administrative complaints regarding lock up services related to GPS detainees. GPW dispatch procedures will be followed by all employees in the Dispatch Center.

15. **Indemnification:** Except for damage or injury resulting from the negligent or intentional acts of GPS or its agents or employees, GPW hereby agrees to indemnify, defend and hold GPS harmless from any and all claims or assertions of injury or damage to person or property of every kind and nature arising from the services provided by GPW pursuant to this agreement. Except for damage or injury resulting from the negligent or intentional acts of GPW or its agents or employees, GPS hereby agrees to indemnify, defend and hold GPW harmless from any and all claims or assertions of injury or damage to person or property of every kind and nature arising from the services provided pursuant to this agreement.

16. **Independent Contractor:** GPW shall provide the Lockup Services to GPS as an independent contractor. GPW shall be responsible for procuring its own workers' compensation and other insurances covering its operations pursuant to this Contract, and shall be responsible for its own income tax, social security, and other withholdings, and for compensation or benefits provided to GPW employees involved in providing the Dispatch and Lockup Services. At no time shall any GPW employee involved in providing services be considered or claimed be to an employee or agent of GPS.

17. **Insurance:** Prior to the Effective Date, GPW and GPS shall a) have their respective insurers name the other party as an additional insured under their respective liability, automobile, workers compensation and other applicable policies of insurance, and b) each provide the other party with a copy of the insurer certificates naming the other party as an additional insured.

18. **Mutual Aid Agreements:** Nothing in this Contract shall be construed to in any way amend, alter, modify or in any other way impact the Mutual Aid Agreement, Automatic Aid Agreement or any other mutual aid/assistance agreement to which either GPW or GPS are parties or any other rules, regulations, or practices regarding a multi-jurisdictional incident response.

19. **No Third Party Beneficiaries:** The sole and exclusive purpose of this Contract is to provide Dispatch and Lockup Services as between GPW and GPS. This Agreement is not intended to, and does not create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a party to this Contract.

20. **Termination:** Unless there is a breach of contract, neither party may terminate this Contract during the three-year term.

21. **Modifications:** All modifications, amendments and/or changes to this Contract shall be in writing and signed on behalf of both parties.

22. **Governing Law and Venue:** This Contract and any dispute hereunder shall be governed by the Laws of the State of Michigan.

23. **Dispute Resolution:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

24. **Integration:** If any provision of this Contract is deemed by the arbitrator(s) or a court of competent jurisdiction upon entering judgment on the award entered by the arbitrator(s), to be invalid, or if such provision is otherwise invalid because it is in violation of applicable local, state or federal law or regulations, such invalidity shall not affect the enforceability of the remainder of the provisions of this Contract.

25. **Miscellaneous:** Headings and captions are provided in this Contract for ease of reference only and shall not be used to construe or interpret any provision of this Contract.

26. **Counterparts:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Contract to be duly executed, intending to be bound thereby.

**CITY OF GROSSE POINTE WOODS**

\_\_\_\_\_  
BY:  
ITS:  
DATE:

**THE VILLAGE OF GROSSE POINTE SHORES,  
A MICHIGAN CITY**

\_\_\_\_\_  
BY:  
ITS:  
DATE: