

**CITY OF SOUTHFIELD - CITY OF LATHRUP VILLAGE
AGREEMENT FOR POLICE AND FIRE DISPATCH SERVICES**

This Agreement entered into this ____ day of _____ 2021, by and between the City of Southfield, a Michigan municipal corporation, 26000 Evergreen, Southfield, MI 48037, (hereinafter referred to as “Southfield” or the “City of Southfield”) and the City of Lathrup Village, a municipal corporation, 27400 Southfield Road, Lathrup Village, Michigan (hereinafter referred to as “Lathrup Village” or the “City of Lathrup Village”):

W I T N E S S E T H:

WHEREAS, Lathrup Village is desirous of purchasing police and fire dispatch services from Southfield and Southfield is agreeable to furnishing such services to Lathrup Village upon the terms and conditions herein stated;

WHEREAS, Southfield and Lathrup Village are legally empowered to enter into an inter-municipal contract involving the provision of police and fire dispatch services by Southfield to Lathrup Village pursuant to Article VII Section 28 of the Michigan Constitution of 1963, and Public Act No. 236 of 1967, as amended, and by Public Act No. 35 of 1951 as amended;

NOW, THEREFORE, in consideration of the mutual benefits to accrue to the parties and to the public, the parties agree as follow:

1. The City of Southfield agrees that it will provide police and fire dispatch services to Lathrup Village as set forth herein (hereinafter referred to the “Services”) commencing on July 1, 2021, through June 30, 2023 and that this contract can be extended for an additional one (1) year period through June 30, 2023 at the option of the City. During these time periods, and during all times that the instant contract is in full force and effect, Lathrup Village agrees to purchase the Services from Southfield, subject to all of the terms and conditions and qualifications set forth herein.

2. The parties agree that the Services to be provided by Southfield to Lathrup Village hereunder shall include the receipt by Southfield of calls for service over 911 lines and other seven-digit emergency lines and the dispatch of appropriate Lathrup Village emergency response units.

3. Southfield will maintain a continuous log of Lathrup Village police activity dispatched by Southfield, reflecting separate and distinct Lathrup Village complaint numbers. Lathrup Village will be responsible for picking up, on a daily basis, a copy of the dispatch log maintained by Southfield along with any dispatch cards which have been generated and any other related documents, teletypes, or other pertinent records generated by Southfield.

4. At the start of each Lathrup Village police shift (0700; 1500; and 2300 hours respectively), the Lathrup Village Supervisor or senior police officer shall contact Southfield by direct telephone line and advise Southfield as to the following information:

- names and badge numbers of all personnel on duty on such shift
- call sign of each unit
- prep radio number assigned to each officer
- MDT sign on code
- cellular phone number if applicable

5. Southfield will dispatch two (2) Lathrup Village police officers (or one Lathrup Village officer in circumstances where only one officer is available), on every Priority I incident, as expressly defined by Lathrup Village and communicated in writing to Southfield.

6. Lathrup Village will immediately notify Southfield upon initiating a vehicle pursuit. Lathrup Village will advise Southfield as to the direction of the pursuit, description of the vehicle being pursued, and the reason for the pursuit. Any pursuit undertaken by Lathrup Village shall be solely pursuant to established Lathrup Village pursuit policy and Lathrup Village shall be solely responsible for all aspects of the pursuit, including without limitation, the determination to initiate the pursuit of the vehicle, and/or the determination to continue or cease pursuit of the vehicle. Southfield shall have no responsibility or liability whatsoever associated with the pursuit and Lathrup Village shall indemnify and hold Southfield, and its employees, agents and officers harmless with respect to any and all liability, damages, claims, and/or causes of actions, whatsoever, resulting from or in connection with any vehicle pursuit or claimed vehicle pursuit undertaken by Lathrup Village and/or its employees or agents.

7. Lathrup Village officers shall immediately acknowledge all radio messages or dispatch communications received from Southfield. Lathrup Village officers shall notify Southfield upon arrival at an incident and when cleared or back in service from dispatched runs or other officer-initiated activity.

8. The parties agree that the following call back notification procedure shall be followed respecting Lathrup Village agents and personnel:

a. Lathrup Village Employees:

Lathrup Village shall provide to Southfield a current list of home telephone numbers of all police and reserve personnel in the event that contact with such personnel is requested by on-duty officers, and Lathrup Village shall update same on an as needed basis. Lathrup Village will be solely responsible for notification of all other Lathrup Village personnel, where required for snow removal, water main breaks, and the like. Southfield agrees to dispatch Lathrup Village officer(s) to verify if emergency conditions exist to warrant notification of other Lathrup Village personnel.

b. Animal Control

The parties acknowledge that Lathrup Village contracts with the City of Berkley pursuant to which Berkley performs animal control services for Lathrup Village.

During normal business hours, requests for animal control services will be assigned a Lathrup Village incident number and Southfield will relay such request to Berkley Police Department via telephone. Berkley will be responsible for requesting the Lathrup Village incident number and will dispatch the animal control officer. Citizens requesting non-priority animal control after hours, will be advised by Southfield to call the general Lathrup Village Police Department number and be guided by the recorded information. After hours priority animal control calls will be dispatched by Southfield to Lathrup Village police officers for investigation.

c. Business Call Back

Lathrup Village will provide a current list of contact telephone numbers and individuals for Lathrup Village business places in the event after hours contact is requested due to a police or fire incident at their business location.

9. The parties agree that the following procedures will govern the Law Enforcement Information Network ("LEIN") as it relates to the dispatch services hereunder:

a. Inquires

Lathrup Village officers will be responsible for conducting routine vehicle registration and person inquiries via in-car mobile data terminal (MDT). When the MDT system is slow or not available, Lathrup Village officers may contact Southfield to query a vehicle or subject. If a wanted person or vehicle is discovered, Lathrup Village officers may contact Southfield to verify the response and contact the entering agency for confirmation and instructions. In the event that suspected stolen property is encountered, Lathrup Village officers may request an NCIC Stolen Article file query from Southfield.

b. Stolen Vehicle Entry

Upon receiving a complaint of a stolen vehicle, Lathrup Village officers will investigate and verify the incident. Lathrup Village officers will be responsible for preparing an incident report and a stolen vehicle card, and will then contact Southfield to request the LEIN entry. Lathrup Village officers will take the stolen vehicle card to Southfield where a file will be maintained.

c. Recovered Stolen Vehicles

When Southfield is contacted by another agency regarding a Lathrup Village stolen vehicle, Southfield will provide confirmation after checking the card file and will advise such agency that a Lathrup Village officer will be contacting them for further information. Southfield will then cancel the vehicle from LEIN and remove the stolen vehicle card from the file for return to Lathrup Village. Lathrup Village

officers will be responsible for contacting the requesting agency and the owner to advise of the recovery. Stolen vehicle cards will be prepared by Lathrup Village for those vehicles currently in LEIN as stolen at the time of transition of this Agreement.

d. Missing Persons

Upon verifying the report of a missing person, Lathrup Village officers will prepare the appropriate reports and obtain the signed authorization for LEIN entry from the reporting party. Lathrup Village officers will provide Southfield with a completed worksheet and copy of the signed authorization and request entry into LEIN. Upon inquiry by another agency, Southfield will confirm the missing person (LEIN entry) and advise the agency that it will be contacted by a Lathrup Village officer for additional information. Lathrup Village will be responsible for notifying the parent or other appropriate party and shall request cancellation of the missing person in LEIN. Upon being dispatched to verify the return of a missing person in Lathrup Village, Lathrup Village officers will prepare a supplemental report and notify Southfield for cancellation of the LEIN entry.

e. Warrants and Injunctive Order

Upon receiving a warrant or an injunctive order for a subject from the 46th District Court or 6th Circuit Court, Lathrup Village officers will prepare the warrant worksheet and forward the sheet to Southfield for entry. The true copy warrant will be retained in a file at the Lathrup Village Police Department. After entry, the warrant worksheet will be retained in a file at the Southfield Police Desk.

Upon being contacted by another agency, the Southfield Police will be responsible for confirming the warrant. If bond is listed on the worksheet and the subject is able to post, the Southfield Police will provide the court address and assign a court date of approximately seven days hence at 0830 hours. Southfield will then be responsible for cancellation of the warrant and will notify the Lathrup Village officer of such information. If no bond is listed on the warrant or the subject is not able to post bond, the other agency will be requested to stand by momentarily while the Lathrup Village officer is contacted to provide direction regarding pick-up or if the subject is to be advised and released. Lathrup Village will be solely responsible for making such determination. Lathrup Village will provide Southfield with worksheets for those Lathrup Village Police Department warrants in LEIN at the time of transition of this Agreement.

f. Stolen Articles

Lathrup Village officers will investigate and shall prepare an incident report upon receiving complaints of stolen articles. If suitable information is developed, a copy of the incident report will be forwarded to Southfield for entry in LEIN.

10. Lathrup Village will install and maintain an automated attendant system for its police department. Such system shall provide callers in need of emergency services to be directed to select a number to route their call to a Southfield seven-digit emergency line.

11. In consideration of the performance by Southfield of the Services hereunder, Lathrup Village shall pay to Southfield for the period of this agreement: the annual sum of \$56,227.38 for the period of July 1, 2021 through June 30, 2022; and the annual sum of \$57,351.93 for the period of July 1, 2022 through June 30, 2023.

The annual sum as set forth above, shall be divided into equal quarters and each such quarterly payment shall be due on or before July 1, October 1, January 1, and April 1, in advance of the period within which the Services are rendered. Payments shall be directed to: Austen Michaels, Director of Fiscal Services. As to the fiscal year beginning July 1, 2021, all quarterly payments which have not been made prior to the execution of this agreement shall be due and payable upon the execution of this agreement. The City of Southfield may terminate this Contract upon ten (10) days written notice to the City of Lathrup Village upon the City of Lathrup Village's failure to make timely payment of the quarterly payments and other charges as herein required or failure to maintain insurance or similar protection in accordance with Section 13 hereunder.

12. It is understood and agreed by the parties hereto that Southfield and all its agents and personnel, while performing any act under the terms of this Contract, shall be deemed to be acting in a governmental capacity and shall not be liable in damages or otherwise for any personal injury or property damage suffered by any person or persons during such performance.

13. Lathrup Village, agrees that it will indemnify, save harmless, defend, and release Southfield from all actions, proceedings, claims, liabilities and damages arising from or in connection with this Agreement, including, without limitation, any loss or damage to any uninsured property or equipment of Southfield, that it will be responsible for the proper defense of any claim made by any person, firm, or corporation, against Southfield arising from any cause whatsoever in connection with the performance by Southfield of its obligations under this Contract. The City of Southfield shall be named as additional insured or additional protected entity under Lathrup Village insurance policy or other similar protection, which protection to the City of Southfield shall be primary, notwithstanding any protection, whether primary, excess, or contributing, otherwise available to Southfield. Nothing herein contained shall be deemed to prevent the City of Southfield from employing counsel or joining in the defense of any action against it as provided by insurance coverage or otherwise. For purposes of the indemnity provisions herein, the City of Southfield shall be deemed to include the City of Southfield and all employees, officers, and agents thereof. The City of Lathrup Village's insurance coverage or other similar protection beneficially for the City of Southfield shall be provided to the same extent and

limits of coverage as the City of Lathrup Village maintains for its own general liability insurance or similar protection. The City of Lathrup Village shall at all times during the term of this Contract, provide access to the City of Southfield of any and all documents, records, certificates or files relating to the City of Lathrup Village's insurance or other similar protection coverage for purposes of the City of Southfield's inspection and review thereof, and shall provide copies of such documents as shall reasonably be requested by the City of Southfield.

These indemnity/release provisions set forth herein shall survive the termination or expiration of this Contract.

14. It is agreed that in the performance hereunder Southfield is solely providing dispatch services as expressly set forth herein, and that in no manner is Southfield assuming responsibility or liability for the undertaking of any police or other municipal function or related discretionary activities on behalf of Lathrup Village. Lathrup Village shall be solely responsible and liable for the performance of all municipal and police functions, responsibilities and discretionary activities, in response to information dispatched by Southfield pursuant to the terms of this Agreement.

15. Each party shall carry full Michigan Workers' Compensation insurance for all of their respective employees, and neither party shall be liable to the other for any injuries, accidents, or damages occurring to or sustained by their respective employees.

16. This Contract shall be effective and continue in effect for the period from July 1, 2021, to June 30, 2022 and thereafter from July 1, 2022 through June 30, 20213 until and unless otherwise terminated by written notice as herein set forth. Provided, however, the indemnity provisions contained herein shall survive any termination or expiration of this Contract, with respect to claims, demands and/or lawsuits instituted against the City of Southfield, its officers, agents or employees, subsequent to such termination or expiration of the Contract. Notice required hereunder shall be conclusively presumed to have been served when deposited in a United States Post Office box enclosed in an envelope with postage fully prepaid thereon addressed to the then municipal office of the party upon whom notice is being served.

17. For purposes of this Agreement, the relationship of Southfield to Lathrup Village shall continue to be that of an independent contractor. No liability or benefits, such as workers compensation; or pension rights or liabilities; arising out of a contract for hire or an employer/employee relationship, shall arise or accrue against Southfield as a result of the performance of this Agreement by Southfield.

18. Southfield may terminate this Contract for cause on five (5) days written notice in the event Lathrup Village shall default in performance of its obligations hereunder and fail to cure such default within ten (10) days of notification of such default by Southfield.

19. The parties to this Contract agree that they, and any sub-contractors who may exist in the future, shall not discriminate against any employee or applicant for employment who performs any services under this Contract with respect to the hire, tenure, terms, conditions, or

privileges of employment, or as to any matter directly or indirectly related to such employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this covenant shall be regarded as a material breach of the Contract.

20. Both parties to this Contract agree that there shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, marital status, family status, height, weight, sexual orientation, gender identity, or age. This provision shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

21. No failure by the City of Southfield to insist upon strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Contract, but each and every covenant, agreement, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

22. If any provision of this Contract or application thereof to any person or circumstance shall, to any extent, become invalid or unenforceable, the remainder of the Contract, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

23. This instrument contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither party, nor either party's agents have made any representation except as expressly set forth herein, and no rights or remedies are or shall be acquired by the other party by implication or otherwise unless expressly set forth herein.

24. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity.

25. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason or strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, riots, insurrection, war, or other reason of a similar or dissimilar nature, not the direct fault of the party delayed in performing hereunder, then the performance of such acts shall be excused for the period of the delay.

26. This Contract shall not be assigned without the prior written agreement of both parties.

27. Upon the default by the City of Southfield in the performance of its obligations

hereunder, the City of Lathrup Village shall notify the City of Southfield in writing specifying the nature of the claimed default. The City of Southfield shall have not more than thirty (30) days from receipt of the written notice to cure the default. Upon the failure of the City of Southfield to timely cure such default, the City of Lathrup Village may terminate this Contract upon providing not less than ten (10) days written notice to the City of Southfield.

IN WITNESS WHEREOF, the parties have, by their duly authorized officers, hereunto set their hands the day and year first above written.

CITY OF LATHRUP VILLAGE

CITY OF SOUTHFIELD

BY: _____
Frank Brock, Mayor

BY: _____
Kenson J. Siver, Mayor

BY: _____
Dr. Sheryl L. Mitchell, City Administrator

BY: _____
Yvette Talley, City Clerk

BY: _____
Sherikia L. Hawkins, City Clerk