

**Northfield Township Fire  
Department**

# Memo

**To:** Township Board of Trustees

**From:** Bill Wagner

**cc:**

**Date:** March 14, 2017

**Re:** Fire Department Dispatch contract

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Attached is the new fire department dispatch contract with Emergent Health Partners (HVA). This contract shows a reduction in dispatch costs of about \$1,217 the fire year and a slight increase the second year but still a saving about \$1,000 as compared to the current year.



1200 State Circle  
Ann Arbor, MI 48108-1691  
734.302.3100

## **FIRE DISPATCHING SERVICE AGREEMENT**

**BETWEEN**

**EMERGENT HEALTH PARTNERS, INC.**

**AND**

**NORTHFIELD TOWNSHIP**

This Fire Dispatching Service Agreement, effective the 1st day of July, 2017, between the **NORTHFIELD TOWNSHIP**, 8350 Main St., Whitmore Lake, MI 48189-9041, a municipal corporation ("**Township**"), on behalf of the Northfield Township Fire Department ("**Fire Department**"), and **EMERGENT HEALTH PARTNERS, INC.**, 1200 State Circle, Ann Arbor, Michigan 48108, a Michigan nonprofit corporation, ("**EHP**").

**WITNESSETH:**

Whereas, Township is contracting with EHP to provide the Fire Department with certain dispatching services according to the terms of this Agreement; and

WHEREAS, EHP is currently operates a secondary public safety answering point and is engaged in the communication and dispatch of fire departments and ambulance services; and

WHEREAS, Township and EHP mutually desire and agree that EHP shall provide communications and dispatching services, on behalf of the Fire Department,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **SECTION 1**

#### **SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY EHP**

1.1 **General Statement.** EHP shall provide the following fire dispatching and communications services, including equipment and personnel on behalf of the Fire Department on an exclusive, "as needed" basis, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, pursuant to the terms of this Agreement.

1.2 **Dispatching and Communications Services ("**Services**").**

1.2.1. **Services.** EHP shall provide the following services to the Fire Department:

a. Answer 9-1-1 calls, other telephone lines, and radio channels for the purpose of receiving, documenting, and recording requests for Fire Department services.

b. Promptly notify the Fire Department of valid requests for Fire Department services ("**Service Request**") pursuant to guidelines, policies, procedures, and protocols established by EHP and approved by the Fire Department.

c. Maintain radio coordination of service requests. Monitor, document, and record Fire Department communications activity.

d. Cooperate fully with the Fire Department in any individual review of a Service Request.

e. Cooperate fully in an annual review and in the development, preparation, and filing of administrative reports as may be reasonably required by the Fire Department for its appropriate operation.

f. Make available such records as may be reasonably necessary and relevant to verify the number of Fire Department Service Requests made by EHP, and to verify EHP's actual dispatching costs, for purposes of establishing the annual fixed fee per dispatch to be paid by the Township to EHP pursuant to Section 3 of this Agreement.

g. Neither EHP nor any of its personnel, in their capacity as providing Services pursuant to this Agreement, shall in any way be involved in the fire suppression or other direct activities of the Fire Department,

1.2.2. **Exceptions to Services.** EHP's obligations for Services pursuant to this Agreement are limited, however, by EHP's technical ability to adequately receive telephone information, as well as receive and transmit radio transmissions. The parties acknowledge that callers reporting emergencies are often difficult to understand and locate. The parties further acknowledge that EHP and the Fire Department utilize communications systems that neither party owns or maintains. EHP shall not be obligated to provide services pursuant to this Agreement if it is unable to do so for any reasons beyond its reasonable control.

1.3 **Telecommunications Equipment.** EHP agrees to provide Services using appropriate telecommunications equipment, including radio control consoles, radio base stations, telephone answering equipment, computer aided dispatch software, and telephone recording equipment. For the equipment that EHP owns and controls, EHP shall be responsible for the maintenance and repair of the above-mentioned telecommunications equipment.

1.4 **Personnel.** EHP shall provide qualified personnel to provide communications and dispatch service pursuant to this Agreement.

1.5 **Performance Standards.** EHP shall provide Services in good faith, in a timely manner, and accordance with industry standards.

1.6 Compliance with Law, Rules, and Regulations. In its performance of this Agreement, EHP shall comply with all laws, rules, regulations, ordinances and permits relevant to the provision of Services.

1.7 Non-Discrimination. EHP will not discriminate against any individual that requests Services, nor any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of EHP's business).

## SECTION 2

### SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY THE NORTHFIELD TOWNSHIP FIRE DEPARTMENT

2.1 General Statement. The Fire Department shall retain ultimate authority and control over its own governance and operations.

2.2 Communications and Computer Equipment. The Fire Department shall provide and be responsible for its own radio communications and computer equipment for its individual stations, trucks and personnel.

2.3 Specialized Communications and Computer Equipment. It will be the responsibility of the Fire Department to provide to EHP any specialized communications or computer equipment, which is unique to its specific needs, and not used by EHP or the other fire departments that it provides Services for.

2.3 Compliance with Laws, Rules and Regulations. The Fire Department shall comply with all necessary laws, rules, regulations, ordinances, licenses or permits relevant to the provision of its responsibilities pursuant to this Agreement.

## SECTION 3

### PAYMENTS TO EHP FOR SERVICES, EQUIPMENT AND PERSONNEL

3.1 Basic Provision. In consideration of receiving Services, equipment and personnel provided by EHP to the Fire Department, the Township agrees to pay EHP monthly fee, which is recalculated annually. The fee, which is further described in **Appendix "A"**, is determined by dividing EHP's total cost of providing ambulance and fire department dispatching services by the activity of all of the individual agencies dispatched ("**Dispatched Agencies**").

3.2 Initial Fee. For the initial period of July 1, 2017 through June 30, 2018, the monthly fee is \$900.82 for a total fee of \$10,809.84 for this period. The second period, July 1, 2018 through June 30, 2019, the monthly fee is \$918.82 for a total fee of \$11,025.79.

3.3 Payment. The Township shall pay EHP within sixty (60) days of receipt of invoice.

3.4 Subsequent Bi-Annual Fees. Each January, EHP will determine the cost and volume of activity for all of its Dispatched Agencies for the previous calendar year. This calculation will be used in determine the rate for the subsequent period beginning on July 1<sup>st</sup>. EHP shall notify the Township of the fee for the following period no later than February 28<sup>th</sup>.

## SECTION 4

### TERM AND TERMINATION

4.1 Term. This Agreement shall commence on July 1, 2017 and continue through June 30, 2019. Thereafter, this Agreement shall be automatically renewed for additional, successive one (1) year terms unless terminated by either party by giving the other at least sixty (60) days advance written notice.

In the event that either party provides notice of termination under this Section, EHP shall continue to provide Services to the Fire Department for up to three (3) months after the termination date, until September 30<sup>th</sup>, under the prevailing current fee while the Township makes other arrangements for dispatching services.

4.2 Termination. This Agreement may be sooner terminated as set forth below.

4.2.1. Termination During Annual Renewal. The agreement may be terminated by either party in accordance with Section 4.1.

4.2.2. Event of Substantial Default. In the event that either party has substantially defaulted in the performance of any obligation under this Agreement, the objecting party shall provide the defaulting party with written notice of the substantial default. If the default has not been cured within thirty (30) days, the objecting party shall have the option to terminate this Agreement.

4.2.3. Mutual Agreement. This Agreement may be sooner terminated by mutual written agreement of the parties.

4.2.4. Loss or Reduction of Insurance Coverage. In the event either EHP or the Township shall receive notice of a prospective change in the scope of insurance carried by either party pursuant to this Agreement; or with respect to an unreasonable increase in premiums charged for such insurance; or with respect to any other change in such insurance that is adverse to the insured or adverse to the party paying premiums, then, if such change would be a material change in such premiums, coverage, or other terms, the party receiving such notice shall at once give written notice of such change to the other party to this Agreement.

Either party to this Agreement, if adversely affected by such change, may terminate this Agreement on grounds of such change by giving at least thirty (30)

calendar day's written notice of termination to the other party. In no event shall such termination be effective prior to the date when the insurance change goes into effect.

Either party to this Agreement, upon receiving notice of termination under this Section 4.2.4., may elect to prevent termination by curing the change. For purposes of the prior sentence: (a) with respect to a premium increase, "cure" means paying the increased premium for the balance of the Agreement's term; (b) with respect to termination, reduction in coverage, or other changes, "cure" means providing substitute coverage or substitute insurance.

4.3 Post-Termination Obligations. Upon termination of this Agreement, the parties shall cooperate with each other in the orderly transfer of obligations under this Agreement. Following the effective date of termination, each party shall remain liable for their own obligations or liabilities arising from activities carried on prior to the effective date of termination.

## SECTION 5

### GENERAL PROVISIONS

#### 5.1 Insurance.

##### 5.1.1. EHP.

a. Errors and Omissions Insurance. EHP shall provide commercial insurance to cover errors and omissions for Services, equipment and personnel provided to the Township pursuant to this Agreement. Insurance shall be in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, covering the activities of EHP, the Township, and their employees, elected officials, directors, officers and agents in connection with the obligations performed by each party pursuant to this Agreement.

b. Comprehensive General Liability Insurance. EHP shall provide commercial comprehensive general liability insurance in the amount of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate, covering the respective activities of EHP, its employees, directors, officers and agents in connection with its obligations performed pursuant to this Agreement.

5.1.2. Notice of Claim. In the event any claim is asserted against either party to this Agreement, or both of them, or against one or more of them, and one or more other persons, the parties of this Agreement shall give prompt notice of such claim to one another and shall cooperate in the defense of such claim, to the extent their separate interests permit.

5.2 Independent Contractor Relationship. It is expressly understood and agreed by the parties that EHP is acting as an independent contractor with respect to the provision of Services, equipment and personnel to the Township and Fire Department pursuant to this Agreement. Nothing in this Agreement is intended to create an employer/employee or joint venture relationship or allow the Township to exercise control or direction over the manner or method by which EHP performs Services which are the subject matter of this Agreement;

provided always that the Services to be provided by EHP shall be provided in a manner consistent with the provisions of this Agreement.

5.3 Compliance with Laws and Regulations. EHP shall comply with all federal, state and local regulations, including, but not limited to all applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

5.4 Interpretation of Agreement. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.

5.5 Amendments. This Agreement contains the entire agreement between the parties hereto, and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by both parties.

5.6 Non-Assumption of Liabilities. Neither party hereto, by entering into and performing this Agreement, shall become liable for any of the existing or future liabilities of the other party or of anyone affiliated with the other party, except as expressly provided herein. It is not the intent of the parties that either party assume the risks of anyone else or become guarantor, insurer, or indemnitor for anyone else, except as expressly provided herein. In no event shall either party be liable to the other for special, incidental or consequential damages, even if the other party has been advised of the possibility of such damages.

5.7 Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interest for any party or persons other than the Township and EHP.

5.8 No Assignment. Neither party shall have the right to assign their rights and obligations under this Agreement without advance, written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_:

NORTHFIELD TOWNSHIP  
("TOWNSHIP")

EMERGENT HEALTH PARTNERS INC.  
("EHP")

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Clerk

Its: President and CEO

## **APPENDIX "A"**

EHP shall maintain an accounting of expenses for dispatching services in a separate and distinct cost center. The cost center shall include all expenses which are incurred in jointly dispatching all fire departments and ambulance services, including but not limited to facility depreciation, leasehold improvements, building maintenance, property taxes (if any), utilities including gas, electric, water and sewer, common radio equipment, common computer equipment software and other technology, back up electrical generators or supplies, telecommunications maintenance agreements, software licenses and support, personnel including wages and benefits and allocated costs for administrative support.

EHP and individual fire departments shall be responsible for their own mobile and portable radio equipment, mobile data terminals, station communications equipment, as well as specialized telecommunications connectivity such as ISDN, T1, microwave, fiber or other similar technologies.

Each January, EHP will determine the total expense of providing shared dispatching services (the cost) for the preceding 12-month fiscal year ending June 30th.

EHP will also determine the number of dispatched alarms (the activity) provided to each fire department and ambulance service. As used here, a "dispatched alarm" refers to an incident in which fire department or ambulance service is dispatched, without respect to whether a communication to or from EHP played a role in its dispatching. Each incident shall constitute a single "dispatched alarm", whether one or several pieces of equipment/vehicles were dispatched, and whether there is or is not ultimately a need for the agency's services at the scene.

The annual Cost will then be divided by the annual Activity to determine the "per dispatch" cost. The per dispatch cost and the individual agency's activity will be used to determine the amount to be charged for the next 12-month period beginning July 1<sup>st</sup>.