Copies of the disbursement list are now available in the controller's office

Att. #2

BLOCK PARTY INFORMATION

Block Party to be held 8-7-10 (date), from 11 am (time) until 11 pm

on Canberra Street, between Hayes & Blossom

Contact Person(s): Ray Hofmann (name) [redacted] (phone)

***Must include a contact person's cell phone number, which can be used to reach someone during the block party:**_____

SCHEDULED ACTIVITIES: Please list planned activities and times (even if tentative), for example children's games from 1-2 p.m., adult games from 3-4 p.m., picnic/barbecue from 4:30 to 6:30 p.m., live band from 7-9 p.m., clean-up 9-10 p.m. Please indicate times of any amplified music, whether live or recorded.

11am to 12pm set up tents for food

12pm to 1pm meet and greet the neighbors

1pm to 2pm sign up for contests and games

2pm Kids games - bike races - ballon toss etc

3pm Start ADULT games and contests

4pm till dusk moon bounce

6pm dinner in food tent

8pm till dusk meet and greet more neighbors and friends

Dusk outdoor movie.

music 12pm till dusk (no band or D.J.)

Upon approval by City Council, this form will be stamped "APPROVED" and sent back to the requesting party. It is the responsibility of the requesting party and/or contact person(s) to distribute copies of this "approved" information form to neighbors on adjacent street(s).

Signatures represent 21 houses out of a total of 24 homes on the block.

STATE OF MICHIGAN
ROSEVILLE

RESOLUTION

At a regular meeting of the City Council of the City of Roseville, Michigan, held in Roseville on July __, 2010, at_____.m.

PRESENT:_____

_____

ABSENT:_____

The following resolution was offered by Council Member_____ and supported by Council Member _____:

WHEREAS, the City of Roseville ("Roseville") finds that there is a public purpose in pursuing regional consolidation of some municipal services, and that because of technology costs and efficiencies of scale, the answering of E911 calls and dispatching of emergency police, fire and EMS services ("E911 Dispatch") is a municipal service appropriate for regional consolidation;

WHEREAS, Roseville and the Cities of Eastpointe and St. Clair Shores have agreed to consolidate the E911 Dispatch operations within their cities through the formation of a new authority, which will be a separate legal entity called the "South East Regional Emergency Services Authority" ("SERESA") which will handle all E911 call answering and emergency service dispatch activities within the three communities;

WHEREAS, the attached Articles of Incorporation effectively create such and Authority and protect and advance the public interests of Roseville's residents ("Articles");

WHEREAS, the Articles require that the City Council appoint a representative for Roseville to the Authority's Administrative Policy Board from senior City management or elected officials;

WHEREAS, the attached Transfer Agreement facilitates the transfer of primary safety answering point and other E911 System property, personnel, equipment, duties and operations from Roseville to the Authority, subject only to a final calculation of labor obligation costs and funds to be transferred;

WHEREAS, Roseville's City Attorney has approved the form of the Articles and Transfer Agreement for approval;

NOW, THEREFORE, BE IT RESOLVED that the attached Articles of Incorporation are approved subject only to final language approval by the city attorneys

for St. Clair Shores and Eastpointe; and the Mayor and City Clerk are authorized and directed to sign the document on Roseville's behalf;

BE IT FURTHER RESOLVED that the attached Transfer Agreement between the Authority and Roseville is approved, subject only to a final calculation of equipment, labor obligation costs and funds to be transferred as well as the actual 911 switch over date, and that the Mayor and City Clerk are authorized and directed to sign the document on Roseville's behalf;

BE IT FURTHER RESOLVED that the City Council appoints Assistant City Manager/Controller, Peter Provenzano, to a three (3) year term as Roseville's representative on the Authority's Administrative Policy Board;

BE IT FURTHER RESOLVED this Resolution supersedes, modifies, and where appropriate, replaces, any inconsistent or previous act addressing the same or similar subjects.

YEAS:_____

NAYS:_____

RESOLUTION ADOPTED

ARTICLES OF INCORPORATION
TO ESTABLISH A SOUTH EAST REGIONAL
EMERGENCY SERVICES AUTHORITY

These Articles of Incorporation are adopted by the Participating Municipalities as defined herein.

SECTION I
PURPOSE

The Participating Municipalities desire to create a legal entity to be known as the "South East Regional Emergency Services Authority" ("SERESA"), which will be responsible for the dispatch of emergency police, fire and ambulance services, as well as wrecker services throughout all geographical portions of South East Michigan that are subject to the political control of the Participating Municipalities, as defined herein. SERESA may also provide the structure for the consolidation of additional emergency services in the future, including the potential for consolidation or collaboration in the delivery of police, fire and/or ambulance services. If SERESA provides police or fire service it will do so in a department separate from the central dispatch department.

SECTION II
DEFINITIONS

As used in these Articles, the following terms shall have the following meanings:

2.1 "Board" refers to the Administrative Policy Board described in these Articles.

2.2 "Budget" refers to the annual fiscal plan regarding anticipated expenditures and revenue adopted by the Board at its June meeting.

2.3 "Act" refers to the "Emergency Telephone Service Enabling Act," being MCL §484.1101 et. seq.

2.4 "Fiscal year" refers to the one year period of time in which the Budget shall be effective and shall begin July 1st of each year and end on June 30 of the following year.

2.5 "Legislative body" refers to the governing body of each participating municipality.

2.6 "Participating Agencies" refers to the law enforcement, fire departments, and emergency medical services ("EMS") of the Participating Municipalities and Supporting Entities.

2.7 "Participating Municipalities" refers to the Cities of Eastpointe, St. Clair Shores and Roseville, and any other municipality that executes these Articles and has not withdrawn from SERESA as provided herein.

2.8 "Properly convened meeting" refers to a Board meeting where a majority of the appointed members are present, and which was the subject of proper notice to each member as provided in SERESA's bylaws.

2.9 "Proper vote" refers to a vote of the members at a properly convened meeting, which results in a simple majority of those members present and voting. Voting requirements in excess of a simple majority for all or certain subjects may be required through the SERESA bylaws.

2.10 "Public Safety Answering Point" or "PSAP" refers to the initial and primary 911 call answering and dispatch center as defined under the Act.

2.11 "SERESA" refers to the South East Regional Emergency Services Authority as created herein.

2.12 "Supporting Entities" refers to all municipalities and other legal entities that operate Participating Agencies and have signed a Service Agreement with SERESA.

2.13 "Technical Advisory Committee" refers to the advisory committee described in these Articles.

2.14 "Year End Contribution Figures" refers to the financial contribution figures, annually calculated by the auditors, for all Participating Municipalities.

2.15 "911 Plan" refers to the Plan adopted by the appropriate County Board of Commissioners pursuant to the Act.

SECTION III
GOVERNANCE

3.1 STATUS

SERESA, through its Board, shall be a legal entity separate and independent from the Participating Municipalities, as authorized by Michigan's Emergency Services Authorities Act, MCL §124.601 et seq. ("Act 57"), which serves as the enabling authority for these Articles and SERESA. SERESA shall have the right to sue and be sued in its own name and its goals, objectives and actions shall be in pursuit of its unique interests. Notwithstanding the above, SERESA is not a joint venture and none of the Participating Municipalities shall be liable for any of SERESA's legal or equitable obligations.

3.2 ADMINISTRATION

3.2A ADMINISTRATIVE POLICY BOARD

3.2A(1) Composition

The general policies governing SERESA shall be established by an Administrative Policy Board ("Board") of five (5) members to be composed of one (1) representative from the City of Eastpointe; one (1) representative from the City of Roseville; one (1) representative from the

City of St. Clair Shores; and one (1) fire chief from the Participating Municipalities and one (1) police chief from the Participating Municipalities. One (1) representative shall be added to the Board for each additional Participating Municipality that becomes a member of SERESA as provided herein. Such appointments shall be made from experienced elected or appointed officials. The fire chief representative and the police chief representative shall be selected by the Board; however, under no circumstances may the police chief and the fire chief of the same Participating Municipality serve on the Board at the same time. Each appointing body may remove its appointee(s) at will. Appointments shall be made for three (3) year terms, except the police and fire chief representatives who shall be appointed to (1) year terms. All Members shall serve without recompense provided by the Authority, although nothing herein shall prohibit the appointing body from offering per diems or other compensation consistent with its policies on service to appointed bodies. If a member has been appointed because of their representative status due to their election to public office or appointment to a public safety position and the member resigns, is defeated or otherwise loses that office or position, their term as an Administrative Policy Board member shall also terminate with the loss of their office or position. In its bylaws, the Board may provide for *ex officio* members to the Board from Supporting Entities and may proscribe additional rules governing the start dates and completion of terms that give further definition to this Section..

3.2A(2) Powers

In addition to general policy-making authority and other powers conferred herein, the Board is authorized to perform the following functions for SERESA in order to facilitate the purpose of these Articles:

(a) enter into contracts;

(b) acquire, hold or dispose of property;

(c) construct, manage, or operate buildings or improvements;

(d) contract with Participating Municipalities or Supporting Entities to provide manpower, equipment or administrative services;

(e) receive and administer grants, gifts, bequests, or assistance funds;

(f) incur debts and liabilities;

(g) approve SERESA's annual Budget;

(h) approve all SERESA expenditures;

(i) contract with the Participating Municipalities and Supporting Entities regarding the provision of emergency or support services;

(j) hire, employ and terminate personnel, including a SERESA Director;

(k) adopt and revise from time to time, bylaws for itself and for the Technical Advisory Committee;

(l) exercise such other authority as is necessary for the operation of SERESA not inconsistent with the Act, Act 57, the 9-1-1 Plan, and other applicable Michigan laws or these Enabling Articles; and

(m) exercise such other power or authority conferred on the Board through Act 57, including but not limited to the levy of a tax or issuance of bonds in its own name and within its own jurisdiction.

Notwithstanding the above, the authority of the Board shall be limited to SERESA and its funds and the Board shall not have the authority to bind, commit or encumber the funds of the Participating Municipalities or Supporting Entities.

3.2A(3) Exercise of Authority

The Board shall meet at least quarterly with a mandatory meeting in June and January. The Board may meet more frequently at its discretion. At the January meeting, the Board shall elect a Chairperson and Vice-Chairperson from its membership and may appoint a Treasurer who may be from its membership, the treasurer of a Participating Municipality or the SERESA Director. No later than its June meeting it shall adopt a Budget for the ensuing fiscal year. Powers shall be exercised upon a proper vote at a properly convened meeting. Each member shall be entitled to one (1) vote.

3.2A(4) Board Chairperson

The Board Chairperson elected at the January meeting of the Board shall preside over meetings of the Board, serve as the public spokesperson for the SERESA and will coordinate activities of the Board, SERESA Director and TAC, and cause minutes of each Board and TAC meeting to be kept and distributed to each member. The Board Chairperson,

however, shall not exercise any authority independent of the Board or its express authorization.

3.2A(5) Board Vice-Chairperson

The Board Vice-Chairperson elected at the January meeting of the Board shall exercise the authority of the Board Chairperson in the latter's absence.

3.2A(6) Board Treasurer

The Board Treasurer who shall be appointed by the Board at its January meeting shall supervise the collection and disbursement of funds as directed by the Board and these Articles. A financial report from either the treasurer and/or the SERESA Director shall be presented and/or mailed to each Board member prior to each regular Board meeting.

3.2A(7) Reservation of Powers

Notwithstanding the powers enumerated and conferred above, the following activities must be approved by the legislative bodies of all then current Participating Municipalities before SERESA may exercise its authority:

(a) The placing on a ballot of a proposal seeking electoral approval for a tax levy;

(b) The issuance of any bonds;

(c) The addition of any Participating Municipality to SERESA;

(d) The additional Authority provision of any emergency services beyond 911 call answering and dispatch services;

(e) The alteration or amendment of the call based formula in Exhibit A for allocating costs among the Participating Municipalities; and

(f) Any other specific power or activity that otherwise requires approval of each Participating Municipality under these Articles.

3.2B TECHNICAL ADVISORY COMMITTEE

3.2B(1) Composition

The Board shall appoint the members of a Technical Advisory Committee ("TAC") pursuant to Board approved bylaws. All members of the TAC shall be police, fire, dispatch or EMS professionals. The Board Chairperson and SERESA Director shall serve as *ex officio* members of this Committee.

3.2B(2) Powers

The TAC's duties and responsibilities shall be assigned and exercised as defined in the Board approved bylaws.

3.2B(3) Meetings

The TAC shall meet at least quarterly and more often if necessary, according to its Board approved bylaws. Each member shall serve without Authority recompense and shall be entitled to one vote. All decisions of the TAC shall be made by a proper vote at a properly convened meeting.

3.2B(4) Law Enforcement Information Network

Any other provision in these Articles notwithstanding, a committee composed of all of the law enforcement personnel on TAC is hereby

established with management control as provided under any other federal or state statute or regulation over the Law Enforcement Information Network ("LEIN") or similar state, federal or regional law enforcement information sharing network systems. Such management control shall extend to the configuration, access and usage on computers, terminals, other related equipment that is used to gain access to these systems, and all personnel either operating or having access to such equipment.

SECTION IV
OPERATIONS

4.1 PERSONNEL

SERESA shall have the authority to employ its own personnel. Hiring and firing decision-making may be delegated by the Board through written resolution to the SERESA Director or other Board designee, although any agreement to hire any employee for a term other than "at will" must be expressly approved by the Board. Additionally or in the alternative, SERESA may contract with one or more Participating Municipalities for the assignment of municipal personnel to SERESA.

SERESA in its start-up phase shall hire displaced dispatchers from the Participating Municipalities, provided that there are sufficient positions available and the dispatchers are qualified according to SERESA's standards. The Administrative Policy Board is charged with the discretion to determine wages and benefits in compliance with Michigan law. In addition to supervisory responsibilities, the SERESA Director shall prepare the annual budget covering all costs for the operation of SERESA for submission to the Board. The SERESA Director shall keep an accurate accounting of the financial

operations of the SERESA and shall report regularly to the Board regarding the financial and budgetary condition of SERESA.

4.2 LIABILITIES

SERESA may contract for all appropriate insurance with an insurance company or may contract for inclusion by a Participating Municipality in the municipality's insurance coverage. Notwithstanding the above, SERESA's participation in any program of self-insurance will require approval of all Participating Municipalities.

SERESA must secure and maintain comprehensive general liability insurance, business automobile liability insurance, and if it employs any personnel, workers compensation and employer's liability insurance. The minimum liability level limits for such insurance shall be:

Workers Compensation - Statutory

Employer's Liability - $500,000 each person

Business Automobile Liability Combined $5,000,000 single limit for bodily injury and property damage

Comprehensive General Liability and Public Official's liability - $10,000,000 each person and $10,000,000 each occurrence for bodily injury and $10,000,000 each occurrence and $10,000,000 aggregate for property damage

SERESA must indemnify any Participating Municipality and may indemnify a Supporting Entity against any general losses, damages or liabilities due to the service and activities of SERESA or participation in SERESA up to SERESA's liability insurance policy limits.

4.3 CENTRAL DISPATCH

SERESA may be assigned by the 911 Plan and is assigned by these Enabling Articles the responsibility of operating a central dispatch and emergency service telephone answering system for the Participating Municipalities and Supporting Entities in the central dispatch program within the geographic borders of such entities. The intention of these Articles is that SERESA will serve as the primary PSAP for all portions of the Participating Municipalities and Supporting Entities. The Board may contract for certain administrative services from one or more of the Participating Municipalities and/or Supporting Entities. SERESA may also dispatch wrecker services within the geographic areas served by SERESA, according to policies and conditions established by the Board.

4.4 CENTRAL RECORDS

With the express approval of the Board, SERESA may operate a Central Records service for the compiling, filing, and distribution of certain public safety records for the Participating Agencies. Central Records shall act as a clearinghouse of information for all of the Participating Agencies.

4.5 ADDITIONAL EMERGENCY SERVICES

If approved by the legislative bodies of all the Participating Municipalities at the time, SERESA may undertake additional emergency services by amendment of this Agreement or by contract with the Participating Municipalities and/or Supporting Entities, including law enforcement, fire and/or ambulance services. If SERESA provides police or fire service it will do so in a department separate from the central dispatch department. The above shall not be interpreted as precluding SERESA from developing

and facilitating mutual aid arrangements among the Participating and/or Supporting Entities.

SECTION V
FISCAL ADMINISTRATION

5.1 FINANCING

Due to their fiscal stability and inherent equity, dedicated millage and telephone operational surcharge funding are the preferred methods for funding SERESA's operations. However, if such funds are not initially available or as available are recognized as insufficient to finance SERESA. To initially fund SERESA and to finance reasonable and necessary SERESA costs in the future that are not covered by any dedicated millage or operational surcharge funding that might be present in the future, the Participating Municipalities agree to the call dispatch based formula described in Exhibit A to these Articles as a method for determining each Participating Municipality's pro-rata funding obligation.

5.2 BUDGET

For each fiscal year, the Board shall adopt a Budget, which shall generally segregate anticipated revenues into accounts designed to cover expected expenditures. The Budget shall balance anticipated revenues with expected expenditures and contingency accounts. No expenditure may be authorized if it will result in an actual budgetary deficit or is at a rate, which will eventually lead to an actual budgetary account deficit prior to the end of the fiscal year. The Board shall amend the Budget to meet deviations in expected revenues or authorized expenditures. The Board will present the Participating Municipalities with timely budgetary projections and estimates so that each

Participating Municipality has an opportunity to adequately plan for its contribution in its own annual budget.

5.3 DEPOSITORY

The Board shall designate a depository which shall be a federally or state regulated bank or savings institution, and establish therein accounts wherein all SERESA revenues are to be deposited. The Depository selected may be a segregated subaccount(s) within the depository funds of a Participating Municipality. SERESA shall comply with all applicable Michigan law regarding the investment, holding and reporting of funds. The treasurer's signature and that of at least one other person designated by the Board shall be required before the depository may release any SERESA funds.

5.4 EXPENDITURES

The Board must approve all SERESA expenditures. Notwithstanding the foregoing, the SERESA Director may approve expenditures for SERESA operations in an amount not to exceed $10,000 ("Pre-authorized Ceiling") prior to Board approval, provided there are existing appropriations in the Budget, to cover the expenditure. The Board may increase or decrease the Pre-authorized Ceiling of $10,000, provided it does so by a two-thirds vote of all Board members appointed and serving and the new Pre-Authorized Ceiling is recorded in its minutes. At each Board meeting, the SERESA Director must present for ratification all expenditures made under the Pre-Authorized Ceiling since the last Board meeting.

5.5 ANNUAL AUDIT

All SERESA finances and expenditures shall be subject to a complete annual audit to be performed by a certified public accountant. As part of the audit, the auditors

shall calculate the financial contribution of each Participating Municipality and Supporting Entity to SERESA for that year including reasonable dollar quantification for all in-kind services provided by the Participating Municipality to SERESA. These figures, entitled "year-end contribution figures," shall be used in determining the historical contribution of each Participating Municipality as detailed in Section VI, entitled "Dissolution." Any Participating Municipality shall be credited in its year-end calculation figures with any millage and/or surcharge funds, which it levies and appropriates to the SERESA for the latter's use. The chief fiscal officer of each Participating Municipality may review the documentation and work papers prepared by the Authority. A copy of the Annual Audit shall be submitted to the legislative body of each Participating Municipality. The legislative body of each Participating Municipality shall also have the right to request other financial information regarding SERESA's Budget, funds and expenditures. The SERESA Director shall respond to such a request within 10 business days. The Board at its next meeting shall review any denial of information to a municipality by the SERESA Director.

SECTION VI
DISSOLUTION

In the event these Articles are terminated and SERESA is dissolved, after reasonable wind-up expenses are deducted each Participating Municipality active in SERESA at the time of dissolution shall be entitled to a portion of SERESA's assets, according to its historical contribution to SERESA, by adding all of its year-end contribution figures together and dividing that sum by the total of all year-end contribution figures of all active Participating Municipalities in SERESA. The resulting

percentage shall be multiplied by SERESA's net assets to achieve the Participating Municipality's share.

SERESA will be dissolved by resolution of all Participating Municipalities or the withdrawal of any number of Participating Municipalities that leaves no more than one (1) Participating Municipality as a party to these Articles.

SECTION VII
PARTICIPATION AND ANNUAL MEETING

A Participating Municipality may withdraw from SERESA by resolution of its legislative body and compliance with the requirements for withdrawal in the Act, these Articles and any Service Agreement that it has signed with SERESA.

SERESA shall hold an annual meeting for all Participating Municipalities and Supporting Entities to discuss the general operation of the central dispatch operations.

SECTION VIII
MISCELLANEOUS

8.1 MERGER

These Articles constitute the complete expression of the agreement between the Participating Municipalities on these subjects and there are no other oral or written agreements or understandings between the entities concerning SERESA. Any prior agreements or understandings on the matters addressed in these Articles are hereby rescinded, revoked or terminated. These Articles may only be modified or amended by subsequent written agreement approved by its legislative body and executed by a two-thirds majority of the Participating Municipalities.

8.2 SEVERABILITY

These Articles shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid or unenforceable, the remainder of the Articles shall be deemed severable and shall remain in full force and effect.

8.3 TERM

These Articles shall become effective on the date the second municipality executes it, and shall remain in effect indefinitely, unless terminated by resolution approved by two-thirds of the Participating Municipalities, or as provided in Section 8.5, or if SERESA is removed from the 911 Plan as the primary public safety answering point, or if only one of the Participating Municipalities has not withdrawn pursuant to Section 8.4, below.

8.4 WITHDRAWAL

Any Participating Municipality may withdraw from SERESA and terminate its participation in these Articles, provided it gives each remaining Participating Municipality written notice equivalent to at least "one (1) full budgetary year" in advance of its withdrawal. For purposes of this section only, "one (1) full budgetary year" shall run from the date that the Administrative Policy Board approves a final budget for the upcoming fiscal year through the end of the fiscal year for which the budget pertains. Any withdrawing Municipality shall forfeit assets dedicated to the Authority and any portion of the fund balance or equity in the Authority, including its historical contribution figures, unless the Board by unanimous vote of the members then serving decides otherwise.

8.5 AMENDMENT

These Articles may be amended if the legislative bodies of all of the Participating Municipalities adopt a resolution approving the amendment.

EXECUTION

CITY OF ROSEVILLE

By_____
Its Mayor

Attest:

_____ By_____
Its City Attorney Its City Clerk

CERTIFICATION

I, the Roseville City Clerk, here by attest that the foregoing articles of incorporation were adopted by the city council of the City of Roseville, County of Macomb, Michigan at a meeting duly held on the ___ day of _____, 2010.

_____ Dated: _____

CITY OF ST. CLAIR SHORES

By_____
Its Mayor

Attest:

_____ By_____
Its City Attorney Its City Clerk

CERTIFICATION

I, the St. Clair Shores City Clerk, here by attest that the foregoing articles of incorporation were adopted by the city council of the City of St. Clair Shores, County of Macomb, Michigan at a meeting duly held on the ___ day of _____, 2010.

_____ Dated: _____

CITY OF EASTPOINTE

By_____
Its Mayor

Attest:

_____ By_____
Its City Attorney Its City Clerk

CERTIFICATION

I, the Eastpointe City Clerk, here by attest that the foregoing articles of incorporation were adopted by the city council of the City of Eastpointe, County of Macomb, Michigan at a meeting duly held on the ___ day of _____, 2010.

_____ Dated: _____

EXHIBIT A

SERESA CALL/DISPATCH FUNDING FORMULA

The purpose of this funding formula is to allocate the reasonable and necessary costs (referred to herein as the "Unfunded Financial Needs") of operating the South East Regional Emergency Services Authority ("SERESA") that are not covered by a dedicated millage, telephone operational surcharge, grant or other funding. The intent of this formula is to allocate the Unfunded Financial Needs on an equitable basis, taking into account the demand and usage of the constituent municipalities.

The founding communities consider the volume of dispatched calls for service an equitable method for allocating the funding of the joint dispatch center. This statistic most adequately represents the demand and usage of dispatch services for each community in a combined center. Unless additional Participating Municipalities are added to SERESA or a Participating Municipality withdraws, the Participating Municipalities Agree to the following dispatched call percentages to meet the Unfunded Financial Needs for the first three (3) full years of SERESA's operations:

Eastpointe – 26.0%
Roseville – 40.3%
St. Clair Shores – 33.7%

It is the desire of the founding communities to fairly and uniformly weigh the relative cost burden on SERESA operations over an adequate period of time. Therefore, after the first three (3) full years of SERESA's operations, SERESA's Administrative Policy Board may re-evaluate the call/dispatch statistics and parameters as generally described above, and adjust the above percentages based upon more current information.

TRANSFER OF OPERATIONS AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND
SOUTH EAST REGIONAL EMERGENCY SERVICES AUTHORITY

This Agreement is made by and between the South East Regional Emergency Services Authority ("Authority") and the City of Roseville ("City").

SECTION I
PURPOSE

The Authority was created by Articles of Incorporation first approved by the Cities of St. Clair Shores, Eastpointe and Roseville ("Participating Municipalities") and the membership of which may be expanded or contracted as provided therein. The Authority's purpose is to consolidate the answering and dispatch of citizen requests for police, fire, EMS and other emergency services ("Emergency Services") within the Participating Municipalities. Such consolidation will involve the assumption by the Authority of the dispatch operations ("911 System") of the City of Roseville, which is owned and operated by the City. The purpose of this Services Contract ("Contract") is to formally recognize a transfer of ownership and operation of the 911 System from the City to the Authority.

SECTION II
TRANSFER OF OPERATIONS & EFFECTIVE DATE

Effective as of _____, 2010 ("Transfer Date"), the responsibility for operating the 911 System, including but not limited to service as the primary safety answering point ("PSAP") for 911 calls emanating within the City, shall transfer from the City to the Authority.

SECTION III
EQUIPMENT & DEBT

Effective on the Transfer Date as identified in this Contract, the City shall transfer to the Authority all title, ownership and responsibility for all 911 System Equipment ("Equipment"), identified in Exhibit A hereto. The Authority shall also assume all debt, leases, security and financing agreements, reimbursement understandings and arrangements and maintenance contracts associated or secured by any piece of the Equipment, also as described in Exhibit A.

SECTION IV
911 REVENUES & CHARGES

The City currently receives operational surcharge money from the State of Michigan and/or Macomb County. Effective on the Transfer Date and hereinafter, all such revenues received by the City shall be conveyed to the Authority, and any unencumbered balances of surcharge funds shall be remitted to the Authority as provided in Exhibit B. Such transferred sums shall be deducted from the City's financial obligations to the Authority pursuant to the funding formula in the Articles of Incorporation.

SECTION V
TRANSFER DATE & PERSONNEL

On the Transfer Date, all personnel who have accepted jobs with the Authority shall be transferred from the employment of the City of Roseville to the Authority. Any reserves associated with such employees' compensation, vacation or sick time shall also be transferred to Authority. Such reserves are described in Exhibit B. Depending upon the pension plan selected by the Authority, the pension credits and reserves shall also transfer into the pension plan selected by the Authority. Such reserves are described in Exhibit B. The City shall maintain responsibility for any health insurance or pension benefits for personnel who have either retired

from the dispatch operations of the City or who do not accept positions with the Authority as of the date of transfer.

SECTION VI
INDEMNIFICATION & COMPENSATION

The City agrees to defend and indemnify the Authority from any liability incurred or asserted as a result of the City's dispatch operations prior to the date of transfer. The Authority agrees to defend and indemnify the City from any liability incurred or asserted as a result of the authority's dispatch operations after the date of transfer.

SECTION VI
MISCELLANEOUS

7.1 MERGER

This Contract constitutes the complete expression of the agreement between the City and Authority on these subjects and there are no other oral or written agreements or understandings between the entities concerning these subjects. Any prior agreements or understandings on the matters addressed in this Contract are hereby rescinded, revoked or terminated. This Contract may only be modified or amended by subsequent written agreement approved by the City Council and the Authority's Administrative Policy Board.

7.2 SEVERABILITY

This Contract shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid or unenforceable, the remainder of the Contract shall be deemed severable and shall remain in full force and effect.

7.3 COUNTERPARTS

This Contract may be signed in counterparts.

EXECUTION

CITY OF ROSEVILLE

By_____

_____
Its Mayor

CERTIFICATION

I, _____, the City Clerk of the City of Roseville, hereby certify that its legislative body duly approved this Agreement and directed that it be executed by its Mayor, whose signature has been applied above.

_____ Dated: _____

SOUTH EAST REGIONAL EMERGENCY SERVICES AUTHORITY

_____
Clerk

By_____
Chairperson, Authority Administrative Policy Board

CERTIFICATION

I, _____, the Clerk of the South East Regional Emergency Services Authority hereby certify that its legislative body duly approved this Agreement and directed that it be executed by the Chairperson of the Authority's Administrative Policy Board, whose signature has been applied above.

_____ Dated: _____

EXHIBIT A

PROPERTY AND DEBT TRANSFERRED

DESCRIPTION OF PROPERTY	DESCRIPTION OF DEBT/REIMBURSEMENT	VALUE	DATE TRANSFERRED

EXHIBIT B
RESERVES TRANSFERRED FROM CITY TO AUTHORITY

Description of Reserve	Amount Transferred[1]	Transfer Date
Accumulated E911 Revenues		
Accumulated Pension		
Accumulated Sick Pay		
Accumulated Vacation Pay		
Deferred Compensation		

[1] Subject to a final audit of the City's finances.

City of Roseville

Memo

To: Steve Truman, City Manager

From: Paul VanDamme, Purchasing Assistant

Date: July 8, 2010

Re: Single Source Vendor, Cardiac Monitors and Compression Devices

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Attached are Purchase Requisition Fire1686 and Fire1687 requested by Chief of Training Holland. This is a single source vendor for two Lucas 2 Chest Compression Devices and two Cardiac Monitors. The Federal grant (EMW-2009-FO-11898) is in the amount of $77,652 and the quotations are in the amount $27,150 and $49,201.57 for a total of $76,351.57 from Physio-Control, Inc. from Redmond Washington.

The grant requires the City has to match 10%, for a total of $7,765. The balance of the grant will be used to purchase rehab equipment in the future.

The City has successfully done business with Physio-Control, Inc. in the past. Both systems meet specifications and are approved by Chief of Training Holland. This project will be charged 100% against the Grant Expenditure Fund. Council will have to approve this purchase of $76,351.57 due to it being a single source vendor. See attached letter from Physio-Control.

If you have any questions please contact Chief of Training Holland or myself.

City of Roseville

FIRE DEPARTMENT
18750 COMMON ROAD • ROSEVILLE, MICHIGAN 48066
PHONE: (586) 445-5444

June 25th, 2010

We have received a grant (EMW-2009-FO-11898) in the amount of $77,652 with a 10% match from the city of $7,765 for the purchase of two (2) cardiac monitors, two (2) compression devices and firefighter rehab equipment.

I have reviewed the grant purchase for cardiac monitors and compression devices. I am recommending that we purchase the Medtronic Lifepac 15 and the Lucas. We are currently using Lifepac 12 and 10c monitors on our vehicles.

Over 93 percent of Macomb County EMS agencies use this brand of equipment. 100 percent of our Mutual Aid departments use this brand. It is very important that we maintain the same brand of monitor to assure interchangeability in our defibrillation pads and AED devices. We have used Medtronic monitors since 1991 and have had great service and reliability with this equipment.

The current Lifepac 10c monitors are being replaced due to age, maintenance and medical technology upgrades. These monitors are the original units purchased to begin the city's advanced life support system in 1996. They are no longer being supported by the manufacture for parts or maintenance.

Attached you will find the purchase request for two Lp15 Cardiac Monitors and two Lucas compression devices. We will be requesting the rehab equipment at a later date as they are not single source items.

Please feel free to contact me with any further questions.

Sincerely,

[redacted]

Michael D. Holland
Chief of Training/EMS

PURCHASE REQUISITION

CITY OF ROSEVILLE
29777 GRATIOT
PO BOX 290
ROSEVILLE MI 48066-9021

NOT A PURCHASE ORDER

DEPARTMENT		PURCHASE REQUISITION No.
FIRE		FIRE1687
ACCOUNT NUMBER 1 101-333-988.000	ACCOUNT NUMBER 2	ACCOUNT NUMBER 3
AMOUNT	AMOUNT	AMOUNT

APPROVED BY [redacted]

THIS REQUISITION INVALID UNLESS SIGNED BY AUTHORIZED AGENT

REQUISITION DATE	SHIP VIA	
6/16/10	☑ YOUR CARRIER	☐ OUR PICK UP

SHIP TO:	ATTENTION	DELIVERY REQUIRED BY
Roseville Fire Department, 18750 Common, Roseville, MI 48066	COT/EMS HOLLAND	ASAP

NOTES TO PURCHASING:

SINGLE SOURCE - NO SUBSTITUTIONS -SEE ATTACHED LETTER- FUNDED BY GRANT # EMW-2009-FO-11898

CONTACT: ROB DEMPSEY - TEL # [redacted]

PLEASE FILL OUT ALL INFORMATION AND FORWARD ONE WHITE COPY TO PURCHASING DEPARTMENT

ITEM CATALOG .NO	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
	99577-000046 - LP15 Monitor/Defib, CPR, Pace, to 360J, SPO2/CO,			
	12L GL, NIBP, CO2, Trend, BT	2 ea		
	41577-000007 - LP15 Ship Kit	2 ea		
	21330-001176 - LI-Ion Battery 5.7 AMP hour capacity	6 ea		
	11577-000002 - Kit - Carry Bag, Main Bag	2 ea		
	11577-000001 - Kit - Carry Bag, Shoulder Strap	2 ea		
	11220-000028 - Top Pouch	2 ea		
	11996-000091 - Electrode Assy - Adult, QC Std, Worldwide	4 ea		
	11260-000039 - Kit - Carry Bag, Rear Pouch	2 ea		
	21330-001365 - Test Load	2 ea		
	11577-000004 - Station Battery Charger	2 ea		
			TOTAL	

NOT A PURCHASE ORDER

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29777 GRATIOT
PO BOX 290
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ITEM CATALOG .NO	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
	99576-000011- Lucas 2 Chest Compression System	2 ea		
	LU999-001001 - Silver 2 - Year Extended Service Plan - Included with	2 ea		
	purchase of Lucas			
	11576-000039 - Lucas 2 Battery	2 ea		

TOTAL

NOT A PURCHASE ORDER