



To: Mayor and Council

Agenda Item #: IV.C.

From: Jeff Long,
Chief of Police

Date: January 22, 2013

Subject: Addendum to Golden Valley Dispatch Contract

Action
Discussion
Information

Action Requested:

Approve the addendum to the contract between the City of Edina and the City of Golden Valley for dispatch services.

Information / Background:

In September of 2010 we entered into a contract with the City of Golden Valley to provide dispatch services to that community. Upon entering into that agreement we understood that their long-term goal was to join the Hennepin County Sherriff's Dispatch Center.

Since that time Hennepin County has approved the construction of a new dispatch center. Golden Valley has been given approval to join that center upon its completion. However, there is not an agreement yet on cost. The switch over date would be approximately June of 2014.

Over the last 2 ½ years we have re-evaluated the expenses necessary to provide this service to Golden Valley. After the initial year of set up and trouble shooting, our expenses have been reduced.

Our purpose with this venture has not been to make money, but to provide a quality service and consolidate an essential governmental service. Our scheduling changes, re-structuring and reassignments, have also contributed to the lower cost necessary to cover our expenses.

The contract amendment was prepared by City Attorney, Roger Knutson. It lowers the annual fee to Golden Valley from \$178,142.00 to \$142,140.00 (\$11,845.00 a/month). The contract allows Edina to adjust the fee based on increased labor costs and other economic factors.

With Golden Valley stating their intent to join the Hennepin County Dispatch Center, we are also enacting a ninety day notice to terminate the contract for either party.

If approved by the Edina City Council, Golden Valley will present the agreement to their City Council on February 5, 2013.

**FIRST AMENDMENT TO
AGREEMENT BETWEEN EDINA AND
GOLDEN VALLEY FOR PROVISION OF DISPATCH
SERVICES AND OPERATION AND MAINTENANCE OF
THE EMERGENCY COMMUNICATIONS CENTER**

AGREEMENT made this ___ day of _____, 2013, by and between the City of Edina, a Minnesota municipal corporation (“Edina”) and the City of Golden Valley, a Minnesota municipal corporation (“Golden Valley”).

WHEREAS, the parties have previously entered into an agreement dated September 7, 2010 for the provision of dispatch services and operation and maintenance of an emergency communication center (“Agreement”); and

WHEREAS, the parties want to amend the Agreement.

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

1. The Agreement shall remain in full force and effect except as amended by this First Amendment.
2. Effective _____ Golden Valley shall pay Edina Eleven Thousand Eight Hundred Forty-five and No/100 Dollars (\$11,845.00) per month (“Base Charge”). Payment shall be due in advance on or before the first day of each calendar month. For calendar year 2014 and subsequent years, Golden Valley shall pay Edina, in equal monthly installments, the Base Charge adjusted by Edina on January 1st each year as follows: (1) increased labor costs for operation of the E.C.C. under Edina’s labor agreements and (2) the rate of increase, if any, over the previous year in the implicit price deflator for government consumption expenditures and gross investment for state and local governments prepared by the Bureau of Economic Analysts of the United States Department of Commerce. Adjustments in the Base Charge shall be prospective.

3. The Agreement, as amended, may be terminated by either party upon a ninety day advance written termination notice delivered by either party to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF EDINA

CITY OF GOLDEN VALLEY

BY: _____
James Hovland, Mayor

BY: _____
Shep Harris, Mayor

AND _____
Scott Neal, City Manager

AND _____
Thomas Burt, City Manager

