



TOWN OF FAIRFAX

STAFF REPORT

December 7, 2016

TO: Mayor and Town Council

FROM: Christopher Morin, Chief of Police ^{GM}

SUBJECT: Authorize the Town Manager to sign Amendment to extend Agreement for four years to provide dispatch services to the Town of Ross / Police Department

RECOMMENDATION

Authorize the Town Manager to execute an Amendment to extend the current Agreement to provide dispatch services to the Town of Ross / Police Department for four years from FY17-18 through FY20-21.

DISCUSSION

Currently the Fairfax Police Department provides dispatch services to the Town of Ross / Police Department under a 5-year contract that is set to expire at the end of FY16-17. That contract currently provides for payment to the Town of \$31,000 per year in exchange for services.

Chief Morin has negotiated an extension of the contract for another four years. In addition to the extension, the amendment includes an increase in payments for a total of \$179,000 over the 4-year period, structured as follows:

FY 2017-2018 = \$38,000
FY 2018-2019 = \$42,000
FY 2019-2020 = \$47,000
FY 2020-2021 = \$52,000

The proposed amendment is scheduled for approval at the December 8, 2016 Ross Town Council meeting.

FISCAL IMPACT

Under the proposal, the Town will receive increases of \$7,000 in FY17-18; \$6,000 in FY18-19; \$5,000 in FY19-20 and \$5,000 in FY20-21. Over the four (4) year period, Ross' contribution will increase 67% from \$31,000 per year to \$52,000.

The Town will see a net revenue increase to the general fund of \$55,000 over the four-year period (FY17-18 through FY20-21), with total gross revenue of \$179,000. Without the negotiated increase, the Town would have received \$124,000 over the same four year period.

ATTACHMENTS

1. Original Agreement dated 7/1/2012
2. Amendment

**AGREEMENT FOR PROFESSIONAL SERVICES
Dispatch Services Agreement
Town of Fairfax & Town of Ross
General Terms and Conditions**

The Town of Ross ("ROSS" hereafter) and the Town of Fairfax ("FAIRFAX" hereafter) hereby enter into a contract for the delivery of police communications services by the Fairfax Police Department Communications Section from July 1, 2012 through June 30, 2017.

This agreement describes the general terms and conditions agreed to by FAIRFAX and ROSS. Through this agreement, FAIRFAX will provide normal and customary services related to the performance of public safety communications dispatching services, including, but not limited to emergency and routine calls for service, telephone answering services, radio communications, and computer data entry related to said services. These services are more expressly described in the following sections.

I. TELEPHONE, RADIO AND COMPUTER AIDED DISPATCH SERVICES

FAIRFAX will receive and process all emergency telephone calls, including those received on 9-1-1 telephone lines and on published seven digit emergency telephone lines intended for ROSS twenty-four (24) hours per day, seven (7) days per week.

FAIRFAX will provide radio dispatch communication service for ROSS twenty-four (24) hours per day, seven (7) days per week. This service shall consist of relaying information and requests for service to and from employees of ROSS of urgent or routine nature.

FAIRFAX shall provide twenty-four (24) hour recording of all phone calls and radio transmissions received by FAIRFAX dispatchers.

FAIRFAX shall maintain an integrated Computer Aided Dispatch / Records Management / Mobile Data System ("CAD/RMS") which ROSS employees may access to the same extent as FAIRFAX employees of equal rank and responsibility. In the use or dissemination of the information from these systems, it is hereby agreed that ROSS employees shall not violate any state law or any policy of FAIRFAX regarding the release of confidential or criminal offender record information. All data will be backed up daily by FAIRFAX.

The level of dispatch services provided to ROSS shall be equivalent to the level of services provided by FAIRFAX for its own police services.

II. SERVICE AND MAINTENANCE

ROSS radio, telephone and computer equipment shall be maintained by ROSS. This will include the maintenance and monthly costs associated with providing a telephone connection and computer network connection to FAIRFAX. The cost of such maintenance, including, but not limited to, telephone utility costs, shall be billed to and paid by ROSS. Yearly MERA contributions will continue to be paid for by ROSS.

ATTACHMENT 1

FAIRFAX shall maintain all FAIRFAX dispatch console and computer equipment located in the Fairfax Police Department Communication Center.

Additional equipment requested by ROSS shall be furnished and maintained by ROSS. Additional equipment agreed to in writing by both FAIRFAX and ROSS shall be paid for and maintained pursuant to a negotiated written agreement between FAIRFAX and ROSS.

III. COST

The parties agree that the base cost of dispatching for ROSS by FAIRFAX is determined to be thirty-one thousand dollars (\$31,000.00) per year for five years. This determination has been mutually agreed upon by the parties. The parties agree to reduce the fee for dispatching by \$9,000, approximately one-third the cost of the Sun Ridge Systems RIMS CAD/RMS/Mobile Computing application that ROSS will be purchasing during the first three years of this contract. (Current quote from Sun Ridge systems is \$9382.00 per year for 3 years)

The parties agree that FAIRFAX will begin dispatching for ROSS when ROSS has terminated its contract for dispatch services with the County of Marin. The anticipated switch is anticipated to occur July 1st, 2012.

In anticipation of beginning dispatch services on July 1st, 2012 payments shall be made as follows:

- o FY 2012-2013: \$31,000.00 (base cost) - \$9,000 = \$22,000
- o FY 2013-2014: \$31,000.00 (base cost) - \$9,000 = \$22,000
- o FY 2014-2015: \$31,000.00 (base cost) - \$9,000 = \$22,000
- o FY 2015-2016: \$31,000.00
- o FY 2016-2017: \$31,000.00

The annual amount will be billed in June of each year and due no later than July 31st of each year. In the event of termination of this Agreement prior to the end of the fiscal year for which payment was made, Ross shall be entitled to a proportional refund. During the term of this agreement, ROSS or FAIRFAX reserves the right to re-open this agreement for the purpose of any re-negotiation of terms.

IV. INDEMNIFICATION

ROSS agrees to defend, indemnify, hold harmless and release FAIRFAX, its councilmembers, officers, agents and employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity including ROSS, arising out of or in connection with the activities of ROSS, its councilmembers, officers, agents, and employees pursuant to this Agreement whether or not there is concurrent negligence on the part of FAIRFAX but excluding liability due to the sole active negligence or sole willful misconduct of FAIRFAX. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for ROSS or its agents under workers' compensation acts, disability benefits act, or other employee benefit acts.

FAIRFAX agrees to defend, indemnify, hold harmless, and release ROSS, its councilmembers, officers, agents and employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity including FAIRFAX, arising out of or in connection with the activities of FAIRFAX, its councilmembers, officers, agents, and employees pursuant to this Agreement whether or not there is concurrent negligence on the part of the ROSS but excluding liability due to the sole active negligence or sole willful misconduct of ROSS. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for FAIRFAX or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

The obligations of the parties under this Section IV shall survive the termination of this Agreement.

V. TERM

The terms of this Agreement shall be for five (5) years and may be terminated without cause by either party providing sixty (60) days notice in writing to the other party.

VI. INTEGRATION CLAUSE

This Agreement constitutes the full, final, complete and entire agreement between the parties with respect to the subject matter of this Agreement, and there are no other terms, obligations, covenants, representations, statements, or conditions except as set forth in this Agreement. No change or amendment to this Agreement will be effective unless in writing and signed by the parties to this Agreement. Failure to insist upon strict compliance with any term or provision of this Agreement will not be deemed to be a waiver of any rights under a subsequent act or failure to act.

VII. DISPUTE RESOLUTION/ATTORNEY FEES

The parties agree that they shall initially attempt to resolve all claims, disputes, or any other matters in controversy between FAIRFAX and ROSS by informal telephonic or written communication. In the event that such informal communication does not resolve any dispute, the parties agree that the dispute will be submitted to mediation, prior to either party's pursuit of any other remedies provided by law.

In the event of any dispute among the parties to this Agreement, arising out of or in connection with the provisions of this Agreement, the prevailing party (or parties) will be entitled to reasonable attorneys' fees and costs, in addition to whatever damages or other relief the injured party is (or parties are) entitled to in connection with such dispute.

VIII. COUNTERPART ORIGINALS

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original as against any party whose signature appears thereon, and all of such counterparts will together constitute one and the same instrument. This Agreement will become

binding only when one or more counterparts of this Agreement bear the signatures of all of the parties to this Agreement. A fully executed copy of this Agreement, even if bearing copies of signatures in counterparts, shall be deemed as an original and treated in all respects as an original Agreement.

IX. FORCE MAJEURE

FAIRFAX will not be liable for delays, damages, or any failure to act, due to, occasioned by, or caused by reason of federal or state laws, or the rules, regulations, or orders of any public body or official exercising or purporting to exercise authority or control concerning the services agreed to hereunder, or due to, occasioned by, or caused by strikes, terrorists, riots, civil unrest, action of the elements, or causes beyond the reasonable control of FAIRFAX. Delays due to the above causes shall not be deemed to be a breach of, or failure to perform under, this Agreement. Appropriate steps shall be promptly taken to remedy force majeure conditions; however, no party shall be obligated to settle strikes or other labor disputes. Notice of force majeure occurrences and the details constituting them shall be provided promptly to the other party in writing.

IN WITNESS WHEREOF, the parties to this Agreement have executed and delivered this Agreement.

DATED: 12/20/11

TOWN OF ROSS

By: *Patricia Thompson*

INT. TOWN Manager

DATED: 12-15-11

TOWN OF FAIRFAX

By: *Michael Rock*

Michael Rock, Town Manager

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**Dispatch Service Agreement
Town of Fairfax and Town of Ross
General Terms and Conditions**

This First Amendment to Agreement for Professional Services – Dispatch Service Agreement, Town of Fairfax and Town of Ross, for the delivery of police communications services by the Fairfax Police Department Communications Section (“AMENDMENT”) is entered into as of _____, by and between the Town of Fairfax (“FAIRFAX”) and the Town of Ross (“ROSS”), collectively known as the PARTIES and individually as a PARTY, with reference to the following facts:

RECITALS

- A. FAIRFAX and ROSS previously entered into that certain Professional Services Agreement dated as of July 1, 2012 (“AGREEMENT”).
- B. Capitalized terms used in this First Amendment shall have the meanings assigned to them in the AGREEMENT.
- C. The PARTIES wish to modify the AGREEMENT as provided more particularly below.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, FAIRFAX and ROSS hereby agree as follows:

1. TERM

Section V of the AGREEMENT, “TERM”, is hereby modified in its entirety to read as follows:

“The term of this AGREEMENT shall be extended for a period of four (4) years, commencing on July 1, 2017 and ending on June 30, 2021, and may be terminated without cause by either PARTY providing sixty (60) days’ notice in writing to the other PARTY.”

2. COST

Section III of the AGREEMENT, “COST” is hereby modified in its entirety to read as follows:

“FAIRFAX and ROSS agree that the cost of providing services pursuant to this Agreement is one hundred seventy-nine thousand dollars (\$179,000.00), which ROSS shall pay to FAIRFAX in

four annual installments as follows:

- a. \$38,000 due July 1, 2017 for FY 2017-2018
- b. \$42,000 due July 1, 2018 for FY 2018-2019
- c. \$47,000 due July 1, 2019 for FY 2019-2020
- d. \$52,000 due July 1, 2020 for FY 2020-2021

The annual amounts listed above will be billed yearly on the first day of the fiscal year with payment due to FAIRFAX from ROSS within 30 days of billing. In the event of termination of this AGREEMENT prior to the end of the fiscal year for which payment was made, ROSS shall be entitled to a proportional refund.

3. OTHER REMAINING PROVISIONS

Except as specifically modified herein, all other remaining provisions of the AGREEMENT shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, FAIRFAX and ROSS have executed this First Amendment as of the date first written above.

“FAIRFAX”
TOWN OF FAIRFAX, a municipal corporation

By: _____

Name: _____

Title: _____

“ROSS”
TOWN OF ROSS, a municipal corporation

By: _____

Name: _____

Title: _____