

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

**Dispatch Service Agreement
Town of Fairfax and Marin Community College District
General Terms and Conditions**

This Second Amendment to Agreement for Professional Services – Dispatch Service Agreement, Town of Fairfax and Marin Community College District (“Second Amendment”) for the delivery of police communications services by the Fairfax Police Department Communications Section is entered into as of _____ (“Effective Date”), by and between the Town of Fairfax (“TOWN”) and the Marin Community College District (“DISTRICT”), collectively known as the PARTIES and individually as a PARTY, with reference to the following facts:

RECITALS

- A. TOWN and DISTRICT previously entered into that certain Professional Services Agreement dated as of June 25, 2012 (“AGREEMENT”) and a First Amendment to the Agreement (“FIRST AMENDMENT”) on May 31, 2016.
- B. Capitalized terms used in this First Amendment shall have the meanings assigned to them in the AGREEMENT.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, TOWN and DISTRICT 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 beginning July 1, 2022, and expiring on June 30, 2026 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:

“TOWN and DISTRICT agree that the cost of providing services pursuant to this AGREEMENT is two hundred sixty thousand dollars (\$260,000.00) total for the four year term, which the DISTRICT shall pay to TOWN in four annual installments as follows:

- a. \$54,000 due July 1, 2022 for FY 2022-2023

- b. \$62,000 due July 1, 2023 for FY 2023-2024
- c. \$69,000 due July 1, 2024 for FY 2024-2025
- d. \$75,000 due July 1, 2025 for FY 2025-2026

The annual amounts listed above will be billed yearly on the first day of the fiscal year with payment due to TOWN from DISTRICT 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, DISTRICT 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, TOWN and DISTRICT have executed this First Amendment as of the date first written above.

“TOWN”
TOWN OF FAIRFAX, a municipal corporation

By: _____

Name: _____

Title: _____

“DISTRICT”
MARIN COMMUNITY COLLEGE DISTRICT

By: _____

Name: _____

Title: _____

AGREEMENT FOR PROFESSIONAL SERVICES
Dispatch Services Agreement
Town of Fairfax & Marin Community College District
General Terms and Conditions

The Marin Community College District (the "DISTRICT") and the Town of Fairfax ("FAIRFAX") (collectively, "the Parties") hereby enter into this Agreement for the delivery of police communications services by the Fairfax Police Department Communications Section, as of June 25, 2012, ("Effective Date").

This Agreement describes the general terms and conditions agreed to by FAIRFAX and DISTRICT. 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 business or other emergency telephone lines intended for DISTRICT, twenty-four (24) hours per day, seven (7) days per week.

FAIRFAX will provide radio dispatch communication service for DISTRICT 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 DISTRICT of urgent or routine nature.

FAIRFAX shall provide twenty-four (24) hour recording of all phone calls and radio transmissions received by FAIRFAX dispatchers. All recordings shall be retained and destroyed pursuant to FAIRFAX's records retention schedule and California law.

FAIRFAX shall maintain an integrated Computer Aided Dispatch / Records Management / Mobile Data System ("CAD/RMS") which DISTRICT employees with DOJ-approved CLETS access 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 DISTRICT 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 DISTRICT shall be equivalent to the level of services provided by FAIRFAX for its own police services.

II. SERVICE AND MAINTENANCE

DISTRICT radio, telephone and computer equipment shall be maintained by DISTRICT. 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 DISTRICT. Yearly Marin Emergency Radio Authority contributions will continue to be paid for by DISTRICT.

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

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

III. COST

The Parties agree that the base cost of providing services pursuant to this Agreement is twenty-three thousand dollars (\$23,000.00) per year for five years, which the DISTRICT shall pay to FAIRFAX. The Parties agree to reduce the first year fee for providing services under this Agreement by \$20,000, which is the cost to convert and merge the DISTRICTS existing records data into the FAIRFAX's CAD/Records Management System.

The Parties agree that FAIRFAX will begin providing services pursuant to this Agreement for DISTRICT when DISTRICT has terminated its contract for dispatch services with the San Anselmo Police Department. The anticipated switch is expected to occur on or about September 1st, 2012.

The annual amount listed above will be billed yearly on the date FAIRFAX commences providing services, with payment due 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, DISTRICT shall be entitled to a proportional refund.

IV. INDEMNIFICATION

DISTRICT agrees to defend, indemnify, hold harmless and release FAIRFAX, its councilmembers, officers, agents and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity including DISTRICT, arising out of or in connection with the activities of DISTRICT, 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 DISTRICT or its agents under workers' compensation acts, disability benefits act, or other employee benefit acts.

FAIRFAX agrees to defend, indemnify, hold harmless, and release DISTRICT, its councilmembers, officers, agents and employees, from and against any and all actions, claims, damages, liabilities, 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 DISTRICT but excluding liability due to the

sole active negligence or sole willful misconduct of DISTRICT. 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 commencing on Effective Date 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 DISTRICT 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: 6-26-12 MARIN COMMUNITY COLLEGE DISTRICT

By: [Signature]

Its: Vice President of College Operations

DATED: 6-25-12 TOWN OF FAIRFAX

By: [Signature]

Its: Interim Town Manager

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

**Dispatch Service Agreement
Town of Fairfax and Marin Community College District
General Terms and Conditions**

This First Amendment to Agreement for Professional Services – Dispatch Service Agreement, Town of Fairfax and Marin Community College District, for the delivery of police communications services by the Fairfax Police Department Communications Section (“AMENDMENT”) is entered into as of May 31, 2016, by and between the Town of Fairfax (“TOWN”) and the Marin Community College District (“DISTRICT”), collectively known as the PARTIES and individually as a PARTY, with reference to the following facts:

RECITALS

- A. TOWN and DISTRICT previously entered into that certain Professional Services Agreement dated as of June 25, 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, TOWN and DISTRICT 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 five (5) years, commencing on July 1, 2017 and ending on June 30, 2022, 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:

“TOWN and DISTRICT agree that the cost of providing services pursuant to this Agreement is two hundred nineteen thousand dollars (\$219,000.00), which the DISTRICT shall pay to TOWN in five annual installments as follows:

- a. \$38,000 due July 1, 2017 for FY 2017-2018
- b. \$43,000 due July 1, 2018 for FY 2018-2019
- c. \$46,000 due July 1, 2018 for FY 2019-2020
- d. \$46,000 due July 1, 2020 for FY 2020-2021
- e. \$46,000 due July 1, 2021 for FY 2021-2022

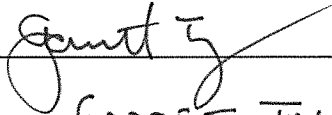
The annual amounts listed above will be billed yearly on the first day of the fiscal year with payment due to TOWN from DISTRICT within 30 days of billing. In the event of termination of this AGREEMENT prior to the end of the fiscal year for which payment was made, DISTRICT shall be entitled to a proportional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

3. OTHER REMAINING PROVISIONS

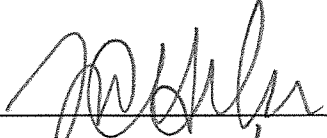
Except as specifically modified herein, all other remaining provisions of the AGREEMENT shall remain unchanged and in full force and effect.

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

“TOWN”
TOWN OF FAIRFAX, a municipal corporation

By: 
 Name: GARRETT TU
 Title: TOWN MANAGER

“DISTRICT”
MARIN COMMUNITY COLLEGE DISTRICT

By:  5/19/16
 Name: GREGORY NELSON
 Title: VP CFO/COO