

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

This Second Amendment to the Agreement for Professional Services – Dispatch Services Agreement, Town of Fairfax and Town of Ross (“Second Amendment”) for the delivery of police communications services by the Fairfax Police Department Communications Section is entered into as of October 9th, 2020 (“Effective Date”), by and between the Town of Fairfax (“FAIRFAX”) and the Town of Ross (“ROSS”). FAIRFAX and ROSS are sometimes individually referred to as “Party” and collectively as “Parties” in this Second Amendment.

RECITALS

- A. The Parties entered into an Agreement for Professional Services Agreement – Dispatch Services Agreement, Town of Fairfax and Town of Ross (“Agreement”) on July 1, 2012 and a First Amendment to the Agreement (“First Amendment”) on December 8, 2016.
- B. The Parties have negotiated adjustments to the Agreement as set forth below in consideration of a five-year renewal of the Agreement.

AGREEMENT

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 is hereby amended in its entirety to read as follows:

“V. TERM

The term of this Agreement shall be extended until June 30, 2026, and may be terminated without cause by either Party by providing sixty (60) days’ notice in writing to the other Party.”

- 2. **Cost.** Section III of the Agreement is hereby amended in its entirety to read as follows:

“III. COST

The Parties agree that the annual cost ROSS shall pay to FAIRFAX to provide services pursuant to this Agreement is as follows:

Fiscal Year	Amount	Bill Date
FY 2020-21	\$52,000	July 1, 2020
FY 2021-22	\$56,000	July 1, 2021

FY 2022-23	\$60,000	July 1, 2022
FY 2023-24	\$65,000	July 1, 2023
FY 2024-25	\$70,000	July 1, 2024
FY 2025-26	\$75,000	July 1, 2025

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. Notice. Section X of the Agreement is hereby added to read as follows:

“X. NOTICE

All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party’s representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the Parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or transmitted by email or, if mailed, forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the Party at its applicable address.

TOWN OF FAIRFAX:

Christopher Morin, Chief of Police
Fairfax Police Department
144 Bolinas Road
Fairfax, CA 94930
E-mail: cmorin@fairfaxpd.org

TOWN OF ROSS:

Erik Masterson, Chief of Police
Ross Police Department
33 Sir Francis Drake Boulevard
Ross, CA 94957
E-mail: emasterson@townofross.org

COPY TO:

Garrett Toy, Town Manager
Town of Fairfax
142 Bolinas Road
Fairfax, CA 94930
E-mail: gtoy@townoffairfax.org

COPY TO:

Joe Chinn, Town Manager
Town of Ross
31 Sir Francis Drake Boulevard
Ross, CA 94957
E-mail: jchinn@townofross.org

Either Party may change the mailing address or email address to which notice or communication is to be sent by providing advance written notice to the other Party.”

4. Effective Date. This Second Amendment shall take effect on the Effective Date.

5. Full Force and Effect. Except as specifically modified herein, all other remaining provisions of the Agreement shall remain unchanged and in full force and effect. All capitalized

terms in this Second Amendment shall have the meaning ascribed them in the Agreement unless otherwise noted in this Second Amendment.

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

TOWN OF FAIRFAX, a municipal corporation

TOWN OF ROSS, a municipal corporation

By: _____
Garrett Toy
Town Manager

By: _____
Joe Chinn
Town Manager

Attest: _____
Michele Gardner
Town Clerk

Attest: _____
Linda Lopez
Town Clerk

Approved as to Form:

By: _____
Janet Coleson
Town Attorney