

**TOWN OF FAIRFAX
STAFF REPORT**

To: Mayor, Members of the Town Council

From: Michael Rock, Town Manager 
Christopher Morin, Chief of Police

Date: December 7, 2011

Subject: Authorize the Town Manager to Sign an Agreement to provide Dispatch Services to the Town of Ross

RECOMMENDATION

Authorize the Town Manager to sign an Agreement for Professional Services to provide the Town of Ross with Police Dispatch Services.

DISCUSSION

At the October 5, 2011 Town Council meeting the Council gave direction to staff to enter in formal negotiations with the Town of Ross to provide the Town with Police Dispatching Services. Currently the Town of Ross contracts through the Marin County Sheriff's Department for their dispatch services. On September 7, 2011, a quote was provided to them, which covers the costs for five (5) years of full dispatching services with a 3-yr partial fee reduction to allow Ross to purchase a compatible Sun Ridge Systems RiMS/CAD/RMS/Mobile Computing system.

The Fairfax quote was accepted by then Ross Town Manager Gary Broad, and was presented to the Ross Town Council at their October 13, 2011 meeting and the Ross Town Council authorized Ross staff to proceed with formal negotiations.

FISCAL IMPACT

Under the proposal, the Town will see a revenue increase to the general fund of roughly \$21,000 a year for three years, and then \$31,000 each year thereafter.

ATTACHMENTS

Agreement for Professional Services to the Town of Ross for Dispatch Services

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.

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: _____

TOWN OF ROSS

By: _____

Its: _____

DATED: _____

TOWN OF FAIRFAX

By: _____

Its: _____