

**TOWN OF FAIRFAX
STAFF REPORT**

To: Mayor, Members of the Town Council

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

Date: November 17, 2011

Subject: Shared Supervisory resources between Fairfax Police and Ross Police

RECOMMENDATION

Review the request by both Police Chiefs of Fairfax and Ross to share supervisory services between both agencies, and approve a formal agreement to share police supervisory services.

DISCUSSION

In the spirit of mutual cooperation to share resources, improve service, and limit liability, the Ross Police Chief and Fairfax Police Chief plan to share resources by providing advice and direction for police personnel when a supervisor or Chief of Police, of each respective agencies, is out of town or otherwise unavailable to respond to the scene of an incident.

Currently the Ross Police Department does not staff supervisors on a 24 hour/7 day a week level. The Fairfax Police Department shares the same staffing limitations but on a more limited basis. Each agency relies on their Police Chief or off duty supervisors to be available to the on duty staff when issues arise either necessitating a call out or advice on a specific incident. Between the two agencies resources can be made available to provide for gaps in supervisory and administrative coverage or advice.

The Chiefs have agreed to provide supervisory advice and direction for each other when no supervisor is on duty or available. Additionally, the Police Chiefs have agreed to be available for advice or direction during times that either Chief may not be available such as when either is away at training or on vacation. It would be a rare occasion that either Police Chief would be unavailable by telephone. However, it is certainly possible that neither Police Chief would be able to respond to an event when out of the area.

The respective department personnel may contact supervisors from their counterpart agencies for advice and/or direction when their own supervisory staff is not available by telephone, or when authority is granted by the respective Police Chiefs to utilize the on duty supervisor from the counterpart agency. This agreement does not alter the chain of command and decision making authority when requesting advice or direction.

The Fairfax and Ross Police Chiefs mutual cooperation is intended to bridge an existing supervisory gap and afford each agency the opportunity to utilize the expertise each agency employs to better serve the needs of each community. The requesting agency always retains decision making authority, unless they chose to relinquish it voluntarily.

FISCAL IMPACT

None directly. However, if either agency has a last minute sick call by a supervisor, and the other department has a supervisor on duty, the need for calling in a supervisor on overtime to cover said shift may not be needed as long as minimum staffing is still met.

ATTACHMENTS

Agreement to Share Police Supervisory Services

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Town of Ross & Town of Fairfax

I. INTRODUCTION

The Town of Ross ("ROSS") and the Town of Fairfax ("FAIRFAX") hereby enter into this Agreement on the 8th day of December, 2011 pursuant to which ROSS and Fairfax agree to provide supervisory advice and direction to the other Town's on-duty police personnel, when their own supervisory personnel are not available to them.

II. MANAGEMENT

This Agreement does not alter the chain of command and decision making authority of the Town requesting advice or direction. The requesting Town retains decision making authority, unless the Town chooses to relinquish it voluntarily to the other Town. Under no circumstances shall the police personnel of one Town be considered the employees of the other Town.

III. SERVICES

The Chief of Police of one Town may arrange for the Chief of Police of the other Town to provide advice and/or direction to his or her police personnel during times that he or she may not be available. Each Chief agrees to make available to the other Chief telephone numbers at which he or she may be reached during duty and off-duty hours.

The police personnel of one Town may contact supervisors from the other Town for advice and/or direction when their own supervisory personnel are not available. Personnel may contact their counterpart Town's on-duty supervisor for advice and/or direction.

V. ANNUAL COST

There will be no cost to either Town for the supervisory services provided pursuant to this Agreement.

VI. INDEMNITY

ROSS and FAIRFAX agree to hold one another harmless, and defend and indemnify each other and their councilmembers, officers, agents, and employees, from and against any and all claims, liabilities, causes of action, losses or judgments, including attorney's fees and costs, which may arise from their own negligence or other wrongful conduct in the performance of this Agreement.

VII. TERM

This Agreement shall remain in effect until terminated. This Agreement may be terminated without cause by either party, in writing to the other party, at any time.

IN WITNESS WHEREOF, the parties have executed the foregoing contract as of the day and year first above written.

TOWN OF FAIRFAX,

TOWN OF ROSS

by _____
MAYOR

by _____
MAYOR

by _____
TOWN MANAGER

by _____
TOWN MANAGER