

Request to appear before the Board of Selectmen

Unless the issue is an emergency, all requests need to be furnished to the Town Administrator no later than noon on the Thursday prior to the Board Meeting.

Name: James R. Brace, Chief of Police

Date: 1/14/2016

Phone Number: 603-487-2433

Email: j.brace@newbostonnh.gov

ACTION DESIRED: Please specify what action you desire the Board of Selectmen to take as a result of your presentation. Please be as specific as possible.

Discussion regarding our current Dispatch center (Bow) and the Town of Bow's plan to potentially de-fund their center effective 7/1/2016.

As a result, the Town of New Boston has sought alternative options for dispatching services. This change brought forth by the Town of Bow may result in significant costs to the Town of New Boston.

We were advised of this plan on January 4, 2016 and advised to look into alternative options on January 8, 2016.

PREVIOUS STEPS TAKEN: Please indicate any attempts that you have made to resolve this issue prior to asking to appear before the Board of Selectmen. If current procedures require that you place your request elsewhere prior to possible action by the Board of Selectmen, the Town Administrator shall inform you at the time you complete this form.

Print Form

COPY

TOWN OF BOW
Office of the Selectmen

Municipal Office Building
10 Grandview Road
Bow, NH 03304

Tel: (603) 228-1187
Fax: (603) 224-6680
admin@bow-nh.gov

2010 - 2019 CONTRACT FOR POLICE DISPATCHING SERVICES

This Contract for Services (this "Contract") is made effective as of May 1, 2010, by and between Town of New Boston, NH, of 7 Meetinghouse Hill Road, New Boston, New Hampshire 03070, and Town of Bow, NH of 10 Grandview Road, Bow, New Hampshire 03304. In this Contract, the party who is contracting to receive services will be referred to as "New Boston," and the party who will be providing the services will be referred to as "Bow."

1. DESCRIPTION OF SERVICES. Beginning on June 1, 2010, Bow will provide to New Boston the following services (collectively, the "Services"):

All usual and customary police radio dispatching services for the contracted period, to include providing a dedicated telephone line for the use of the residents of the served community. Service will be provided around the clock seven days a week including all holidays unless exceptions are requested by New Boston.

2. PAYMENT FOR SERVICES.

A. In exchange for the Services New Boston will pay compensation to Bow for the Services as follows:

2010. The sum of \$11,667 to be paid in full not later than June 18, 2010.

2011. The sum of \$20,000 to be paid in full not later than May 1, 2011.

2012. The sum of \$25,000 to be paid in full not later than May 1, 2012.

2013 – 2019. The sum to be paid will be determine as provided in paragraph three (3) of this Contract.

B. The compensation for Services for each year from 2013-2019 shall equal sum paid in the prior year, plus the percentage increase or decrease in the operating cost of the Bow Dispatch Center from the prior year. For example, if the operating cost in 2013 is 3% greater than in 2012, the sum to be paid would be \$25,750. Beginning in 2012, Bow will notify New Boston no later than September 1 of the sum to be paid in the following year.

3. TERM. This contract may be terminated only on the last day of any given calendar year to which it is applicable commencing with the calendar year ending December 31, 2012. To terminate the contract accordingly, the terminating party shall provide written notice to the other party no later than October 1 of the year of termination. This contract shall expire no later than December 31, 2019 unless its terms shall be extended by a further agreement entered into in writing by the parties. In the event that the New Boston Town Meeting (or any successor legislative body) does not appropriate the funds necessary to fulfill the Town's financial obligation to the Town of Bow as stated herein then this agreement shall terminate immediately on notice by New Boston to Bow in accordance with Section 12 of this agreement. For such notice to be effective, it shall be delivered to Bow no later than the last day of the calendar month in which the New Boston Town Meeting was held. Any amounts due Bow for services provided through the date of termination shall be paid in full by New Boston within thirty (30) days of termination.

4. RECORDS OWNERSHIP. All records and files developed in whole or in part by Bow in connection with the Services to New Boston will be the exclusive property of New Boston. Upon request, Bow will provide any and all documents requested by New Boston, whether electronic files or paper documents.

5. CONFIDENTIALITY. Bow, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the benefit of Bow, or divulge, disclose, or communicate in any manner, any information that is proprietary to New Boston. Bow and its employees, agents, and representatives will protect such information and treat it as strictly confidential except where the provisions of RSA 91-A apply. This provision will continue to be effective after the termination of this Contract.

6. WARRANTY. Bow shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Bow's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Bow on similar projects.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of New Hampshire.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:
Town of New Boston, NH

By: _____ Date _____
(Name and title)

Service Provider:
Town of Bow, NH

By: _____ Date _____
James C. Pitts
Town Manager/Contracting Officer