

AGREEMENT BETWEEN  
THE CITY OF PARLIER AND THE CITY OF COALINGA  
FOR THE PROVISION OF POLICE DEPARTMENT DISPATCH SERVICES

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the CITY OF PARLIER, a Municipal Corporation (“Parlier”), and the CITY OF COALINGA, a Municipal Corporation (“Coalinga”).

RECITALS

WHEREAS, Parlier and Coalinga are Municipal Corporations within the State of California; and

WHEREAS, Parlier is desirous of contracting with Coalinga for the performance of police department emergency dispatch services within its boundaries by the County of Fresno; and

WHEREAS, Coalinga is agreeable to rendering such services on a permanent basis on the terms and conditions set forth below; and

WHEREAS, such contracts are authorized and provided for under the provisions of Sections 51300 *et seq.* and 54980 *et seq.* of the Government Code.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**1. SERVICE AREA.**

Coalinga agrees, to provide police department emergency dispatch services (“Services”) within the corporate limits of Parlier to the extent and in the manner set forth in this Agreement.

**2. SCOPE OF SERVICES.**

a. Services to be Provided: Except as otherwise hereinafter specifically set forth, Services shall include, but are not limited to those Services as set forth below:

- i. Act as Parlier’s primary answering point for all 9-1-1 calls initiated within Parlier’s city limits;
- ii. Radio dispatch, monitor, and coordinate with all law enforcement activities generated by callers from within Parlier’s city limits and/or Parlier’s police employees;
- iii. Process and handle all calls for service generated within Parlier’s city limits in adherence to the following performance standards:
  - a. 90% of Priority One calls for service shall be processed in 120 seconds or less as measured from 9-1-1 pick time to the time of law enforcement notification (“dispatch time”).
  - b. 90% of all 9-1-1 phone calls (excluding abandoned) shall be answered in 10 seconds or less.
- iv. provide a mobile radio and computer infra-structure for Parlier to connect it’s end-user equipment; and
- v. subscribe for use of Coalinga’s Computer Aided Dispatch (“CAD”) and Records Management Systems (“RMS”).

- b. Coordination: Parlier and Coalinga shall each designate a specific individual and alternates to make or receive requests, concerns and to represent the parties when conferring upon matters concerning the delivery of Services. These designated representatives shall meet at least quarterly to (among other things) assess the overall performance of this agreement and to review adherence to the standards provided for herein.

**3. ANNUAL COST OF SERVICES.**

The base cost for Services provided during the first year of this agreement shall be one hundred thousand and six dollars (\$106,000.00) annually not including additional costs of equipment as described in Paragraph 4. Beginning on March 1, 2020, and every year thereafter on March 1, the parties will review the cost of base services to determine if an adjustment to the annual base cost is appropriate. Any increase in the annual base cost shall not exceed that of the Fresno All Urban Consumer Price Index from the previous calendar year (January-December).

Parlier shall pay Coalinga the amount stated above for Services twice a year. The payments shall be made no later than thirty (30) days after the invoice is sent. Invoices will be submitted to the City of Parlier in the months of January and July. Notwithstanding this provision, the Chief of Police of Coalinga, in his sole discretion, manage resources, including the reduction of staffing, support services, and other services, to equalize the fees received with the costs of providing Services.

**4. COST OF EQUIPMENT.**

Parlier shall bear any and all costs associated with any specifically required upgrades to equipment, including but not limited to licensing, training, computer hardware, computer software and radio equipment necessary for Coalinga to provide Services.

**5. TERM.**

This Agreement shall commence on February 1, 2019 ("Commencement Date"), shall remain in effect until January 31, 2024, and shall continue thereafter unless terminated as provided for herein. Coalinga agrees to perform all Services on a permanent basis as of the Commencement Date. Parlier agrees to relinquish performance of all Services to Coalinga as of the Commencement Date.

**6. DISPUTE RESOLUTION.**

Should a dispute or problem arise between the parties regarding the administration of this Agreement or any of the Services to be provided hereunder, the Chief of Police of Parlier and the Chief of Police of Coalinga, or their respective designees, shall meet and confer in good faith in an attempt to resolve the matter prior to either party initiating judicial action.

**7. CONTROL OF SERVICES.**

The rendition of Services, the standards of performance, the discipline of dispatch officers, and other matters incident to the performance of Services, and the control of personnel so employed, shall remain with Coalinga, provided, however, that, if in the judgment of the Chief of Police of Coalinga or his designee, if any Coalinga employee assigned to duty under this Agreement is not satisfactory to Parlier, the Chief of Police of Parlier may so notify the Chief of Police of Coalinga in writing and within thirty (30) days of receipt of such written notification, the Chief of Police of Coalinga shall respond in writing thereto.

**8. PERSONNEL.**

All persons employed by Coalinga in the performance of Services for Parlier under this Agreement shall be Coalinga employees, and no such person shall have any, or be entitled to any, Parlier benefit, pension, civil service status, or right of employment.

- a. Parlier shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any Coalinga personnel performing Services hereunder for Parlier.
- b. Parlier shall not be liable for compensation of or indemnity to any Coalinga officer or employee for injury or sickness arising out of such employment.

**9. MUNICIPAL AGENCY.**

For the sole purpose of giving official status to the enforcement of Parlier ordinances by Coalinga officers and employees, every Coalinga officer and employee engaged in performing Services under this Agreement shall be deemed an agent of Parlier while performing Services for Parlier to the extent that such Services are within the scope of this Agreement and are municipal functions.

**10. CITIZEN COMPLAINTS.**

All citizen complaints from Parlier residents regarding Services provided pursuant to this Agreement shall be investigated and resolved by Coalinga through its normal review procedures.

**11. LIMITATIONS ON CONTRACTS.**

- a. No person or organization shall be a third party beneficiary of this Agreement.
- b. Neither party to this Agreement may assign its rights, privileges, benefits, or responsibilities hereunder to any other party without the express prior written authorization of the other party to this Agreement.

**12. BREACH OF CONTRACT.**

Should either party breach this Agreement, the parties shall utilize the dispute resolution procedures described above to resolve the breach prior to initiating any formal judicial action or terminating this Agreement. Coalinga shall continue to provide Services and Parlier shall continue to compensate Coalinga for said Services during the dispute resolution process. A breach of this Agreement by either party may be cause for termination of this Agreement if the parties are unable to agree upon a cure.

**13. INDEMNIFICATION.**

Parlier shall indemnify, defend, and hold Coalinga, their officers, agents, and employees harmless from loss, damage, or injury to any person or property, to the extent that such loss, damage, or injury is caused by the gross negligence or intentional misconduct of Coalinga Police Department personnel in providing or failing to provide Services to Parlier.

**14. INSURANCE.**

Each party shall maintain a policy or policies of insurance (or self-insurance covering same) in force at all times during the performance of this Agreement in the minimum limits of liability as stated herein:

- a. Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence;
- b. Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence; and
- c. Worker's Compensation coverage to the extent required by law.
- d. Evidence of compliance with said insurance requirements shall promptly be supplied in writing if requested by the other party.

**15. RESOURCES.**

- a. Except as otherwise agreed, Coalinga shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain the level of Services to be rendered in accordance with the terms of this Agreement. Coalinga and Parlier shall retain title to the property each may acquire to fulfill its obligations under this Agreement. Upon the termination of this Agreement, each party may dispose of its property as it sees fit.
- b. Notwithstanding the foregoing, it is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of Parlier, the same shall be supplied by Parlier at its own cost and expense.

**16. TERMINATION.**

Upon completion of the full five year term and anytime after January 31, 2024, this Agreement may be terminated at any time by either party upon one hundred and eighty (180) days prior written notice to the other party of its intention to terminate the Agreement.

**17. AMENDMENTS.**

The parties hereto agree that each has had adequate opportunity to discuss and include in this Agreement any and all matters. Therefore, the parties hereto agree that this Agreement may only be amended by mutual written consent of both parties, and neither party is obligated to meet to discuss any amendments hereto.

**18. NOTICE.**

All communications between the parties hereto shall be provided as follows:

For Parlier:                   Parlier Chief of Police  
                                       Parlier Police Department  
                                       8770 South Medocino Avenue  
                                       Parlier, CA 93648

For Coalinga:               Coalinga Chief of Police  
                                       Coalinga Police Department  
                                       270 North 6<sup>th</sup> Avenue  
                                       Coalinga, CA 93210

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of three (3) days following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**19. ATTORNEY'S FEES.**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

**20. UNFORESEEN CIRCUMSTANCES.**

Coalinga is not responsible for any delay in performance of Services caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Coalinga's reasonable control, provided Coalinga gives written notice to Parlier of the cause of the delay within ten (10) days of the start of the delay.

**21. CHOICE OF LAW.**

The parties have executed and delivered this agreement in the County of Fresno, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Fresno County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Agreement. Parlier and Coalinga hereby waive any rights they may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

**22. SEVERABILITY.**

If any of the provisions of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**23. SURVIVAL.**

The following sections shall survive the termination of this Agreement: Section 11 Insurance, and Section 10 Indemnification.

**24. MATTERS TO BE DISREGARDED.**

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

**25. ENTIRE AGREEMENT; COUNTERPARTS; CONTRIBUTIONS OF BOTH PARTIES.**

This Agreement, including its Recitals, which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by Coalinga or Parlier other than those contained herein.

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

**26. AUTHORITY.**

Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the Party to which its signature represents.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

CITY OF PARLIER

CITY OF COALINGA

\_\_\_\_\_  
[NAME]

\_\_\_\_\_  
[NAME]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
[NAME], City Attorney  
LOZANO SMITH

\_\_\_\_\_  
Mario U. Zamora, City Attorney  
GRISWOLD, LASALLE, COBB, DOWD, &  
GIN, LLP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date