

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF PARLIER AND THE CITY OF COALINGA
FOR THE PROVISION OF POLICE DEPARTMENT DISPATCH SERVICES**

This Second Amendment to the Agreement Between the City of Parlier and the City of Coalinga for the Provisions of Police Department Dispatch Services ("Second Amendment") is made and entered into effective this **7th day of May, 2020** ("Effective Date of Second Agreement"), by and between the City of Parlier ("Parlier") and the City of Coalinga ("Coalinga").

RECITALS

WHEREAS, on July 19, 2018, Parlier and Coalinga entered into that certain Agreement for the Provision of Police Department Dispatch Services ("Dispatch Agreement"), the terms of which are incorporated herein by this reference, by which Coalinga agreed to provide police dispatch services to Parlier for annual payments of one-hundred and six thousand dollars and zero cents (\$106,000.00);

WHEREAS, on September 6, 2018, Parlier and Coalinga entered into a First Amendment to the Agreement Between the City of Parlier and the City of Coalinga for the Provisions of Police Department Dispatch Services ("First Amendment"), the terms of which are incorporated herein by this reference, by which the annual base cost for Services provided during the first year of the Agreement shall be eighty-six thousand fifty dollars and zero cents (\$86,050) and nineteen thousand, nine hundred and fifty dollars and zero cents (\$19,950.00) shall be paid by Parlier to a third-party vendor, rather than Coalinga, for maintenance of Parlier's police dispatch software necessary to receive police dispatch services from Coalinga, and

WHEREAS, due to the Coalinga Police Dispatchers being reclassified as Police Technicians I, II, and III and receiving a contractual pay increase through the Coalinga Police Officers Association ("CPOA") contract negotiations the current annual base cost for services in the Dispatch Agreement shall increase from \$86,050.00 per year to one hundred four thousand and zero cents (\$104,000.00) which is an increase of seventeen thousand nine hundred fifty dollars and zero cents (\$17,950); and

WHEREAS, the First Amendment to the Dispatch Agreement dated September 6, 2018 shall become null and void upon execution of this Second Amendment to the Dispatch Agreement.

WHEREAS, Parlier and Coalinga mutually desire to enter into a Second Amendment to the Dispatch Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and their mutual promises, and other valuable consideration, the sufficiency of which is hereby acknowledged, Parlier and Coalinga agree as follows:

1. Recitals. The recitals stated above are true and correct and are a substantive part of this Second Amendment.

2. Section 3 of the Dispatch Agreement, entitled "Annual Cost of Services" is amended to read in its entirety as follows:

3. Annual Cost of Services. The base cost for Services provided during the Second year of this Agreement shall be one hundred four thousand dollars and zero cents (\$104,000.00) annually. Beginning in March 1, 2020, and on March 1 every year thereafter, the Parties will review the base cost of 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 immediately preceding calendar year (January-December).

Parlier shall pay Coalinga one-half of the amount stated above for Services twice per 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 Coalinga Police Chief, in his sole discretion, may manage resources, including the reduction of staffing, support services, and other services, in response to external forces that may affect budgetary resources and the costs of providing Services, so long as the Services provided meet the performance standards set forth in Section 2 of this Agreement."

3. Except as expressly set forth herein, all other terms of the Dispatch Agreement shall remain unchanged and shall be interpreted so as to give full force and effect to this Second Amendment. All capitalized terms in this Second Amendment shall have the same meaning as defined in the Dispatch Agreement, unless separately defined in this Second Amendment.

IN WITNESS WHEREOF, Parlier and Coalinga have executed this First Amendment effective on the date set forth above.

CITY OF PARTIER




Alma Beltran, Mayor

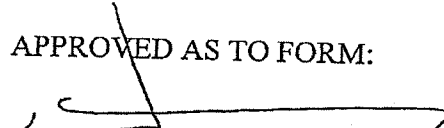
5-21-2020

Date

ATTEST:


Dorothy Garza, City Clerk

APPROVED AS TO FORM:


Neal E. Costanzo, City Attorney
COSTANZO & ASSOCIATES

5-21-2020
Date

CITY OF COALINGA

Marissa Trejo, City Manager

Date

ATTEST:

Shannon Jensen, City Clerk

APPROVED AS TO FORM:

Mario U. Zamora, City Attorney
GRISWOLD, LaSALLE, COBB, DOWD, &
GIN, LLP

Date