

SECOND AMENDMENT TO AGREEMENT

1
2 THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made
3 and entered into this 23rd day of January, 2018, by and between COUNTY OF
4 FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter
5 "COUNTY"), and City of Parlier, a CITY, whose address is 8770 S. Mendocino Avenue,
6 Parlier, CA 93630, (hereinafter "CITY").

7 **WITNESSETH:**

8 WHEREAS, COUNTY and CITY entered into Agreement number 15-560, dated
9 November 3, 2015 (hereinafter "Agreement"), pursuant to which CITY agreed to contract with
10 COUNTY for the performance of law enforcement dispatch services/9-1-1 answering
11 responsibilities for CITY by COUNTY's Sheriff-Coroner's Office ("Sheriff") and First
12 Amendment to Agreement 15-560, dated July 1, 2016, extending the term of Agreement 15-
13 560 and changing the compensation to be paid by CITY beginning July 1, 2016 (Agreement
14 15-560 and First Amendment to Agreement 15-560, together, shall be referred to herein as
15 "the Agreement"); and

16 WHEREAS, COUNTY and CITY now desire to amend the Agreement to extend the
17 term of the agreement and change the compensation to be paid by CITY beginning July 1,
18 2017.

19 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of
20 which is hereby acknowledged, COUNTY and CITY agree as follows:

21 1. Section 3 of the Agreement, located on page 2, lines 14 through 15, is deleted in its
22 entirety and replaced with the following:

23 "This Agreement shall become effective on the 1st day of July, 2015 and shall
24 terminate on the 30th day of June, 2018."

1 2. Amended Exhibit A of the Agreement is deleted in its entirety and replaced with
2 Amended Exhibit A-2, which is attached hereto and incorporated herein by
3 reference. All references to Amended Exhibit A in the Agreement are amended to
4 state "Amended Exhibit A-2."

5 COUNTY and CITY agree that this Second Amendment is sufficient to amend the
6 Agreement and, that upon execution of this Second Amendment, the Agreement, First
7 Amendment and this Second Amendment together shall be considered the Agreement.

8 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
9 covenants, conditions and promises contained in the Agreement and not amended herein
10 shall remain in full force and effect.

11 This Second Amendment shall be effective July 1, 2017.

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

This Second Amendment is hereby executed by the parties hereto.

CITY OF PARLIER

COUNTY OF FRESNO



(Authorized Signature)

Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno

Samuel A. Escobar, City Manager

Mailing Address
City of Parlier
1100 E. Parlier Avenue
Parlier, CA 93648

ATTEST:
Bernice E. Seidel
Clerk to the Board of Supervisors
County of Fresno, State of California

By: Susan Bishop
Deputy

FOR ACCOUNTING USE ONLY:
ORG No.: 31113320
Account No.: 4975
Requisition No.: N/A

1 **Amended Exhibit A-2**

2 The COUNTY agrees to perform contracted services for the CITY at the rate specified below
3 per resident of the CITY (as determined by the State Department of Finance certified
4 population estimate as of January 1st of that year) for each year of this Agreement.

5 **Monthly Charge for FY 2015-16 (July 1, 2015-June 30, 2016) (hereinafter the
6 "2015-2016 Monthly Charge"):** \$18,378.16/month. The methodology to calculate this
7 amount is as follows:

8 Per resident charge = \$14.61 (100% of \$14.61 per resident)

9 Number of residents in CITY (as determined by State Department of Finance certified
10 population estimate as of January 1, 2015) = 15,095

11 2015-2016 Monthly Charge = (\$14.61/resident x 15,095 residents)/12 months =
12 **\$18,378.16/month**

13 **Monthly Charge for FY 2016-17 (July 1, 2016-June 30, 2017) (hereinafter the
14 "2016-2017 Monthly Charge"):** \$18,743.41/month. The methodology to calculate this
15 amount is as follows:

16 Per resident charge = \$14.61 (100% of \$14.61 per resident)

17 Number of residents in CITY (as determined by State Department of Finance certified
18 population estimate as of January 1, 2016) = 15,395

19 2016-2017 Monthly Charge = (\$14.61/resident x 15,395 residents)/12 months =
20 **\$18,743.41/month**

21 **Monthly Charge for FY 2017-18 (July 1, 2017-June 30, 2018) (hereinafter the "2017-2018
22 Monthly Charge") are split due to Board's late approval of Master Schedule of Fees
23 (MSF) on October 17, 2017 and reflect the new MSF rates effective December 1, 2017.**

24 The methodology to calculate these amounts are as follows:

(July 1, 2017-November 30, 2017)

Per resident charge = \$14.61 (100% of \$14.61 per resident)

Number of residents in CITY (as determined by State Department of Finance certified
population estimate as of January 1, 2017) = 15,500

2017-2018 Monthly Charge = (\$14.61/resident x 15,500 residents)/12 months =
\$18,871.25/month.

(December 1, 2017-June 30, 2018)

Per resident charge = \$14.75 (100% of \$14.75 per resident)

Number of residents in CITY (as determined by State Department of Finance certified
population estimate as of January 1, 2017) = 15,500

2017-2018 Monthly Charge = (\$14.75/resident x 15,500 residents)/12 months =
\$19,052.08/month.