

**INTERLOCAL CONTRACT FOR DISPATCH SERVICES
AMENDMENT TO
SECOND AMENDMENT TO INTER-LOCAL AGREEMENT
FOR DISPATCH SERVICES**

This Amendment to the Second Amendment to the Interlocal Contract for Dispatch Services (“Amendment”) is entered into as of the ____ day of _____, 2019 (the “Effective Date”), between THE CITY OF SCHERTZ, TEXAS, a municipal corporation and a political subdivision of the State of Texas (“Schertz”), and CITY OF CIBOLO, TEXAS (“Cibolo”).

RECITALS

WHEREAS, the City of Schertz and the City of Cibolo previously entered into an Interlocal Agreement to provide dispatch services (“Agreement”); and

WHEREAS, the City of Schertz and the City of Cibolo previously entered into the Second Amendment to Interlocal Agreement for dispatch services on April 1, 2016; and

WHEREAS, the City of Schertz and the City of Cibolo desire to amend the Second Amendment on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Amendment to the Second Amendment, Schertz and Cibolo agree as follows:

1. Article 1 F of the Second Amendment is deleted in its entirety and replaced with the following:

ARTICLE I – PUBLIC SAFETY DISPATCH SERVICES

F. Payment for Dispatch Services: In consideration of the City of Schertz providing the dispatch services enumerated above, the City of Cibolo shall pay to the City of Schertz a sum of \$160,000.00 payable in four (4) equal quarterly installments of \$40,000.00, without the benefit of being invoiced by the provider, payable on the first day of each fiscal quarter beginning October 1, 2015. The City of Cibolo will be responsible for funding half of the annual support fees, which will be due at the beginning of the first quarter starting October 1, 2015, in order to offset the enhanced connection necessary to supply the transmission of data from COSA. Should there be unforeseen cost in regards to enhancing the connection, these cost will be shared equally between the City of Schertz and the City of Cibolo.

Beginning in January of 2021, the Consideration shall be increased by a percentage equal to the percentage increase of the U.S. Department of Labor, Consumer Price Index for All Urban Consumers (the "CPI-U"), all items, un-adjusted 12 months ended January of the current year; provided the City of Schertz's proposal for a rate adjustment shall be submitted no later than June 30 of each year, shall contain a copy of the CPI-U, and shall be attached as an amendment to the Agreement.

Should the CPI-U decrease there will be no change in Consideration from the previous year's rate. Alternatively should the CPI-U result in an increase in Consideration, such increase shall not exceed five percent (5%) per year.

The parties agree to meet directly and or through the Advisory Board by May 31st of each calendar year, or such other date as is mutually agreeable, to evaluate the sufficiency of payments for future Dispatch Services and to discuss in good faith any proposed changes whether increases or decreases in user fees based on operational cost analysis to include evaluation of costs distribution, changes in workloads, equipment replacement, economies of scale and labor costs as well as any costs for connectivity to other agencies to provide services under this agreement. Any costs for additional services will be provided in writing and will be included on the quarterly invoices and payments made as outlined above.

In any event, if workload volume directly related to Cibolo increased to a point that additional staffing becomes necessary, Schertz may within its sole discretion, but after consultation with Cibolo, increase quarterly fees, and if announced by July 31st for the following calendar year. Notwithstanding, the parties further agree that the foregoing quarterly payments shall increase, as necessary, to cover any additional expenses, including wage increases, health insurance increases, and other personnel-related costs, associated with Schertz's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Cibolo. Schertz shall notify Cibolo, in writing, of any such additional expenses at least ninety (90) days prior to the effective date of any increase in payment to Schertz for dispatch services.

2. Except as specifically modified by this Amendment , all other terms, conditions, and provisions of the Second Amendment to the Interlocal Contract shall remain in full force and effect. Where a portion of the Agreement is not supplemented, modified, amended, and/or deleted by this Amendment, such unaltered portions of the Agreement shall remain in effect.

[Signatures begin on following page.]

City of Cibolo

By: _____

Name: _____

Title: _____

Date: _____

City of Schertz

By: _____

Name: _____

Title: _____

Date: _____

