

1 **FRESNO COUNTY DISPATCH AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is
3 between the City of Fresno, a California Municipal Corporation ("City"), and the County of
4 Fresno, a political subdivision of the State of California ("County").

5 **Recitals**

6 A. City receives calls requesting both fire suppression services and emergency
7 medical services ("EMS").

8 B. City transfers those calls for fire suppression services and EMS to County's EMS
9 Communications Center for dispatching the appropriate emergency ambulances and
10 equipment.

11 C. City's Fire Department ("City Fire") continues to desire to receive dispatching
12 services for fire suppression calls, which may include dispatching of non-transport first
13 responder services, (collectively, "Fire Dispatching Services") from County's EMS
14 Communications Center.
15

16 D. County has provided dispatching services for City through Agreements and
17 successor Agreements since February 1, 2006.

18 E. It is to the mutual benefit and in the best interest of the parties hereto to have a
19 combined EMS and Fire Dispatching Services for the purpose of providing improved
20 services to the public.
21

22 F. It is a goal of County and City to maintain a consolidated dispatching services in
23 Fresno County.

24 G. It has been determined by City and County that there is a need to provide EMS
25 dispatching services and Fire Dispatching Services through a centralized and combined
26 effort by County's EMS Communications Center and City Fire.

27 H. County's EMS Communications Center is staffed and operated by K.W.P.H.
28 Enterprises, doing business as American Ambulance, a California Corporation

1 (“Provider”) through that certain Emergency Medical Services and Provider Agreement
2 for Emergency Ambulance Services, dated May 16, 2017 (County Agreement No. 17-
3 218), by and between County and Provider, including all amendments thereto (the “EMS
4 Provider Agreement”).

5 The parties therefore agree as follows:

6 **Article 1**

7 **City’s Responsibilities**

8
9 1.1 The City shall perform all of the services provided in **Exhibit A** to this
10 Agreement, titled “City’s Responsibilities.”

11 1.2 **Representation.** The City represents that it is qualified, ready, willing, and able
12 to perform all of the services provided in this Agreement.

13 1.3 **Compliance with Laws.** The City shall, at its own cost, comply with all
14 applicable federal, state, and local laws and regulations in the performance of its
15 obligations under this Agreement, including but not limited to workers compensation,
16 labor, and confidentiality laws and regulations.

17 **Article 2**

18 **County’s Services**

19 2.1 The County shall perform all of the services provided in **Exhibit B** to this
20 Agreement titled “County’s Services.”

21 2.2 **Representation.** The County represents that it is qualified, ready, willing, and
22 able to perform all of the services provided in this Agreement.

23 **Article 3**

24 **Compensation, Invoices, and Payments**

25
26 3.1 For County’s performance of City Fire Dispatching Services herein, City agrees
27 to pay County and County agrees to receive an annual payment as follows:
28

1 For the period of July 1, 2026 through June 30, 2027, One Million, One-
2 Hundred Forty-Two Thousand, Two Hundred Forty and No/100 Dollars (\$1,142,240.00).

3 For the period of July 1, 2027 through December 31, 2027, Five Hundred
4 Seventy-One Thousand, One Hundred Twenty and No/100 Dollars (\$571,120.00).

5 3.2 **Payment.** The City shall pay County no later than August 15, of each year of
6 the Agreement pursuant to section 3.1 above, without the necessity of County submitted
7 invoice to City. The annual payment shall be remitted to County at the following address:
8 Department of Public Health – Emergency Medical Services Division, P.O. Box 11867,
9 Fresno, CA 93775. Should the contract terminate early, the County shall reimburse City,
10 within 30 days, a prorated amount based on termination date.
11

12 3.3 **Incidental Expenses.** The City is solely responsible for all of its costs and
13 expenses that are not specified as payable by the County under this Agreement.

14 **Article 4**

15 **Term of Agreement**

16 4.1 **Term.** This Agreement is effective on July 1, 2026 and terminates on December
17 31, 2027, except as provided in Article 6, “Termination and Suspension,” below.

18 4.2 **Data Upon Termination.** When this Agreement terminates, County shall
19 promptly provide City with the data generated through the Fire Dispatching Services
20 provided herein in a commonly usable electronic format.
21

22 **Article 5**

23 **Notices**

24 5.1 **Contact Information.** The persons and their addresses having authority to
25 give and receive notices provided for or permitted under this Agreement include the
26 following:

27 **For the County:**
28 Director, Department of Public Health
County of Fresno

1 P.O. Box 11867
2 Fresno, CA 93775
3 CCEMSA@fresnocountyca.gov
4 Fax: (559) 600-7691

5 **For the City:**
6 City of Fresno
7 Attn: City Manager
8 2600 Fresno Street
9 Fresno, CA 93721

10 5.2 **Change of Contact Information.** Either party may change the information in
11 section 5.1 by giving notice as provided in section 5.3.

12 5.3 **Method of Delivery.** Each notice between the County and the City provided
13 for or permitted under this Agreement must be in writing, state that it is a notice provided
14 under this Agreement, and be delivered either by personal service, by first-class United
15 States mail, by an overnight commercial courier service, by telephonic facsimile
16 transmission, or by Portable Document Format (PDF) document attached to an email.

17 (A) A notice delivered by personal service is effective upon service to the
18 recipient.

19 (B) A notice delivered by first-class United States mail is effective three County
20 business days after deposit in the United States mail, postage prepaid, addressed
21 to the recipient.

22 (C) A notice delivered by an overnight commercial courier service is effective
23 one County business day after deposit with the overnight commercial courier
24 service, delivery fees prepaid, with delivery instructions given for next day delivery,
25 addressed to the recipient.

26 (D) A notice delivered by telephonic facsimile transmission or by PDF document
27 attached to an email is effective when transmission to the recipient is completed
28 (but, if such transmission is completed outside of County business hours, then
such delivery is deemed to be effective at the next beginning of a County business

1 day), provided that the sender maintains a machine record of the completed
2 transmission.

3 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
4 nothing in this Agreement establishes, waives, or modifies any claims presentation
5 requirements or procedures provided by law, including the Government Claims Act
6 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).
7

8 **Article 6**

9 **Termination and Suspension**

10 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
11 contingent on the approval of funds by the appropriating government agency. If sufficient
12 funds are not allocated, then either party may:

13 (A) Modify the services provided under this Agreement; or

14 (B) Terminate this Agreement by the non-appropriating governmental agency
15 giving the other party at least ninety (90) days advance written notice of an
16 intention to terminate.

17 **6.2 Termination for Breach.**

18 (A) Upon determining that a breach (as defined in paragraph (C) below) has
19 occurred, the County may give written notice of the breach to the City. The written
20 notice may suspend performance under this Agreement, and must provide at least
21 30 days for the City to cure the breach.
22

23 (B) If the City fails to cure the breach to the County's satisfaction within the time
24 stated in the written notice, the County may terminate this Agreement immediately.

25 (C) For purposes of this section, a breach occurs when, in the determination of
26 the County, the City has:

27 (1) Obtained or used funds illegally or improperly;

28 (2) Failed to comply with any part of this Agreement;

- 1 (3) Submitted a substantially incorrect or incomplete report to the County;
2 or
3 (4) Improperly performed any of its obligations under this Agreement.

4 6.3 **Termination without Cause.** Under circumstances other than those set forth
5 above, this Agreement may be terminated by City or County upon giving the other party
6 at least ninety (90) days advance written notice of an intention to terminate.

7 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the
8 County under this Article 6 is without penalty to or further obligation of the County.

9 6.5 **County's Rights upon Termination.** City shall compensate or provide funding
10 to County for Fire Dispatching Services performed prior to termination of this Agreement.
11 This section survives the termination of this Agreement.

12 **Article 7**

13 **Independent Contractor**

14 7.1 **Status.** In performing under this Agreement, the County, including its officers,
15 agents, employees, and volunteers, is at all times acting and performing as an
16 independent contractor, in an independent capacity, and not as an officer, agent, servant,
17 employee, joint venturer, partner, or associate of the City.

18 7.2 **Verifying Performance.** The City has no right to control, supervise, or direct
19 the manner or method of the County's performance under this Agreement, but the City
20 may verify that the County is performing according to the terms of this Agreement.

21 7.3 **Benefits.** Because of its status as an independent contractor, the County has
22 no right to employment rights or benefits available to City employees. The County is solely
23 responsible for providing to its own employees all employee benefits required by law. The
24 County shall save the City harmless from all matters relating to the payment of County's
25 employees, including compliance with Social Security withholding and all related
26 regulations.
27
28

1 officers, agents, or employees, the liability for any and all such claims, demands and
2 actions in law or equity for such costs and expenses (including attorneys' fees and costs),
3 damages, and losses shall be apportioned under the State of California's theory of
4 comparative negligence as presently established or as may be modified hereafter.

5 8.4 **Survival.** This Article 8 survives the termination of this Agreement.

6 **Article 9**

7 **Insurance**

8 9.1 The Parties shall comply with all the insurance requirements in Exhibit C to this
9 Agreement.
10

11 **Article 10**

12 **Inspections, Audits, and Public Records**

13 10.1 **Inspection of Documents.** During the term of this Agreement and for a period
14 of three (3) years after final payment under this Agreement, each party shall at any time
15 during business hours, and as often as the other party may deem necessary, make
16 available to the other party for examination all of the party's records and data with respect
17 to the matters covered by this Agreement. During the same period of time, each party
18 shall also, upon request by the other party, permit the other party to audit and inspect all
19 such records and data necessary to ensure the party's compliance with the terms of this
20 Agreement.
21

22 10.2 **State Audit Requirements.** If the compensation under this Agreement
23 exceeds \$10,000, the County is subject to the examination and audit of the California
24 State Auditor, as provided in Government Code section 8546.7, for a period of three years
25 after final payment under this Agreement.

26 10.3 **Public Records.** The County is not limited in any manner with respect to its
27 public disclosure of this Agreement or any record or data that the City may provide to the
28 County. The County's public disclosure of this Agreement or any record or data that the

1 City may provide to the County may include but is not limited to the following:

2 (A) The County may voluntarily, or upon request by any member of the public
3 or governmental agency, disclose this Agreement to the public or such
4 governmental agency.

5 (B) The County may voluntarily, or upon request by any member of the public
6 or governmental agency, disclose to the public or such governmental agency any
7 record or data that the City may provide to the County, unless such disclosure is
8 prohibited by court order.

9 (C) This Agreement, and any record or data that the City may provide to the
10 County, is subject to public disclosure under the Ralph M. Brown Act (California
11 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section
12 54950).

13 (D) This Agreement, and any record or data that the City may provide to the
14 County, is subject to public disclosure as a public record under the California Public
15 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5,
16 beginning with section 6250) ("CPRA").

17 (E) This Agreement, and any record or data that the City may provide to the
18 County, is subject to public disclosure as information concerning the conduct of
19 the people's business of the State of California under California Constitution,
20 Article 1, section 3, subdivision (b).

21 (F) Any marking of confidentiality or restricted access upon or otherwise made
22 with respect to any record or data that the City may provide to the County shall be
23 disregarded and have no effect on the County's right or duty to disclose to the
24 public or governmental agency any such record or data.

25
26
27 **10.4 Public Records Act Requests.** If the County receives a written or oral request
28 under the CPRA to publicly disclose any record that is in the City's possession or control,

1 and which the County has a right, under any provision of this Agreement or applicable
2 law, to possess or control, then the County may demand, in writing, that the City deliver
3 to the County, for purposes of public disclosure, the requested records that may be in the
4 possession or control of the City. Within five business days after the County's demand,
5 the City shall (a) deliver to the County all of the requested records that are in the City's
6 possession or control, together with a written statement that the City, after conducting a
7 diligent search, has produced all requested records that are in the City's possession or
8 control, or (b) provide to the County a written statement that the City, after conducting a
9 diligent search, does not possess or control any of the requested records. The City shall
10 cooperate with the County with respect to any County demand for such records. If the
11 City wishes to assert that any specific record or data is exempt from disclosure under the
12 CPRA or other applicable law, it must deliver the record or data to the County and assert
13 the exemption by citation to specific legal authority within the written statement that it
14 provides to the County under this section. The City's assertion of any exemption from
15 disclosure is not binding on the County, but the County will give at least 10 days' advance
16 written notice to the City before disclosing any record subject to the City's assertion of
17 exemption from disclosure. The City shall indemnify the County for any court-ordered
18 award of costs or attorney's fees under the CPRA that results from the City's delay, claim
19 of exemption, failure to produce any such records, or failure to cooperate with the County
20 with respect to any County demand for any such records.
21
22

23 10.5 **Retention.** Each party shall maintain its records in connection with the
24 respective services referred to under this Agreement. Such records must be maintained
25 for a minimum of three (3) years. Records must also be maintained a minimum of three
26 (3) years after the termination of this Agreement. The party generating the records shall
27 maintain ownership of the records upon termination of this Agreement.

28 10.6 This Article 10 shall survive the expiration or termination of this Agreement.

1 **Article 11**

2 **General Terms**

3 11.1 **Modification.** Except as provided in Article 6, "Termination and Suspension,"
4 this Agreement may not be modified, and no waiver is effective, except by written
5 agreement signed by both parties. The City acknowledges that County employees have
6 no authority to modify this Agreement except as expressly provided in this Agreement.

7 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its
8 obligations under this Agreement without the prior written consent of the other party.

9 11.3 **Governing Law.** The laws of the State of California govern all matters arising
10 from or related to this Agreement.

11 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. City consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions
14 must be brought and maintained in Fresno County.

15 11.5 **Construction.** The final form of this Agreement is the result of the parties'
16 combined efforts. If anything in this Agreement is found by a court of competent
17 jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms
18 of this Agreement against either party.

19 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 11.7 **Headings.** The headings and section titles in this Agreement are for
21 convenience only and are not part of this Agreement.

22 11.8 **Severability.** If anything in this Agreement is found by a court of competent
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement
24 remains in effect, and the parties shall make best efforts to replace the unlawful or
25 unenforceable part of this Agreement with lawful and enforceable terms intended to
26 accomplish the parties' original intent.
27
28

1 11.9 **Nondiscrimination.** During the performance of this Agreement, the City shall
2 not unlawfully discriminate against any employee or applicant for employment, or
3 recipient of services, because of race, religious creed, color, national origin, ancestry,
4 physical disability, mental disability, medical condition, genetic information, marital status,
5 sex, gender, gender identity, gender expression, age, sexual orientation, military status
6 or veteran status pursuant to all applicable State of California and federal statutes and
7 regulation.

8
9 11.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or
10 obligation of the City under this Agreement on any one or more occasions is not a waiver
11 of performance of any continuing or other obligation of the City and does not prohibit
12 enforcement by the County of any obligation on any other occasion.

13 11.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire
14 agreement between the City and the County with respect to the subject matter of this
15 Agreement, and it supersedes all previous negotiations, proposals, commitments,
16 writings, advertisements, publications, and understandings of any nature unless those
17 things are expressly included in this Agreement. If there is any inconsistency between the
18 terms of this Agreement without its exhibits and the terms of the exhibits, then the
19 inconsistency will be resolved by giving precedence first to the terms of this Agreement
20 without its exhibits, and then to the terms of the exhibits.

21
22 11.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended
23 to create any rights or obligations for any person or entity except for the parties.

24 11.13 **Authorized Signature.** The City represents and warrants to the County that:

25 (A) The City is duly authorized and empowered to sign and perform its
26 obligations under this Agreement.

27 (B) The individual signing this Agreement on behalf of the City is duly
28 authorized to do so and his or her signature on this Agreement legally binds the

1 City to the terms of this Agreement.

2 11.14 **Electronic Signatures.** The parties agree that this Agreement may be
3 executed by electronic signature as provided in this section.

4 (A) An “electronic signature” means any symbol or process intended by an
5 individual signing this Agreement to represent their signature, including but not
6 limited to (1) a digital signature; (2) a faxed version of an original handwritten
7 signature; or (3) an electronically scanned and transmitted (for example by PDF
8 document) version of an original handwritten signature.

9 (B) Each electronic signature affixed or attached to this Agreement (1) is
10 deemed equivalent to a valid original handwritten signature of the person signing
11 this Agreement for all purposes, including but not limited to evidentiary proof in any
12 administrative or judicial proceeding, and (2) has the same force and effect as the
13 valid original handwritten signature of that person.

14 (C) The provisions of this section satisfy the requirements of Civil Code section
15 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,
16 Division 3, Part 2, Title 2.5, beginning with section 1633.1).

17 (D) Each party using a digital signature represents that it has undertaken and
18 satisfied the requirements of Government Code section 16.5, subdivision (a),
19 paragraphs (1) through (5), and agrees that each other party may rely upon that
20 representation.

21 (E) This Agreement is not conditioned upon the parties conducting the
22 transactions under it by electronic means and either party may sign this Agreement
23 with an original handwritten signature.

24 11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which
25 is an original, and all of which together constitute this Agreement.
26
27
28

1 **Article 12**

2 **Miscellaneous Provisions**

3 12.1 **Provider.** The parties hereto acknowledge that Provider, or its replacement, if
4 any during the term of the EMS Provider Agreement, will carry out County's provision of
5 Fire Dispatching Services herein. In the event of any such replacement of Provider, the
6 replacement EMS Provider Agreement will be on substantially the same terms as the
7 EMS Provider Agreement to the extent that it concerns this Agreement, as provided
8 herein.
9

10 12.2 **Force Majeure.**

11 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure
12 to carry out its obligations under this Agreement, that party shall give to the other party
13 hereto prompt written notice of the Force Majeure with full particulars relating thereto.
14 Thereupon, the obligations of the party giving the notice, so far as they are affected by
15 the Force Majeure, shall be suspended during, but no longer than, the continuance of the
16 Force Majeure, except for a reasonable time thereafter required to resume performance.
17

18 B. During any period in which either party hereto is excused from performance
19 by reason of the occurrence of an event of Force Majeure, the party so excused shall
20 promptly, diligently, and in good faith take all reasonable action required in order for it to
21 be able to promptly commence or resume performance of its obligations under this
22 Agreement. Without limiting the generality of the foregoing, the party so excused from
23 performance shall, during any such period of Force Majeure, take all reasonable action
24 necessary to terminate any temporary restraining order or preliminary or permanent
25 injunctions to enable it to so commence or resume performance of its obligations under
26 this Agreement.

27 C. The party whose performance is excused due to the occurrence of an event
28 of Force Majeure shall, during such period, keep the other party hereto notified of all such

1 actions required in order for it to be able to commence or resume performance of its
2 obligations under this Agreement.

3 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and
4 other extraordinary causes not reasonably within the control of either of the parties hereto.

5 [SIGNATURE PAGE FOLLOWS]
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 The parties are signing this Agreement on the date stated in the introductory
2 clause.

3
4 CITY OF FRESNO, a California
municipal corporation

COUNTY OF FRESNO

5
6
7 _____
Georgeanne A. White
City Manager

_____ of
Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

8
9 APPROVED AS TO FORM:
10 ANDREW JANZ
City Attorney

_____ Date

11 Attest:
Bernice E. Seidel
12 Clerk of the Board of Supervisors
County of Fresno, State of California

13 By: _____ Date
Jennifer M. Wharton
Deputy City Attorney

14 By: _____
Deputy

15 ATTEST:
Amy K. Aller
16 Interim City Clerk
City of Fresno, State of California

_____ Date

17
18 By: _____ Date
Deputy

19
20 2600 Fresno Street
Fresno, CA 93721
21 Phone: (559) 621-7770
22 Fax #: (559) 621-7776
Contact: City Manager

23
24 For accounting use only:

25 Org No.: 56201693
26 Account No.: 5039
Fund No.: 0001
27 Subclass No.: 10000
28

Exhibit A

City's Responsibilities

City shall perform the following functions:

(1) City shall provide all fire suppression services for all fire suppression calls dispatched by County's EMS Communications Center requiring City Fire apparatuses.

(2) City Fire shall consult with County's Representative in developing City Fire's Policies and Procedures relating to dispatch only. City shall provide City Fire's Policies and Procedures relating to dispatch to County for review thereof by County's Representative. City shall not approve City Fire's Policies and Procedures relating to dispatch until first having conferred with County's Representative and such representative agrees such policies and procedures are not inconsistent with the County's EMS Communication Center's policies and procedures. County's Representative shall have neither the right nor the duty to approve the number of City Fire apparatuses or personnel, or amount of City Fire equipment or other resources, that City Fire deems sufficient to respond to any calls for City Fire Dispatching Services, or other City Fire's Policies and Procedures unrelated to dispatch. City Fire shall be reasonable in developing City Fire's Policies and Procedures relating to dispatch such that those policies and procedures are substantially consistent with County's EMS Communication Center's Policies and Procedures.

(3) City shall participate in continuing education and training to County's EMS Communications Center radio operators and staff regarding the dispatching and management of City Fire resources.

(4) City shall assure all calls to City for EMS and fire suppression services are immediately transferred to County's EMS Communications Center.

(5) In the event that City purchases and/or implements software/equipment that requires County to purchase additional software/equipment to

Exhibit A

1 accommodate that purchase, then City shall bear full responsibility for any additional
2 costs incurred by County and County shall invoice City for costs incurred.

3 (6) City shall provide County with data, which includes the exact times
4 EMS and fire suppression calls are received at City's Police Department
5 Communications Center (or other point of City contact, if any) and transferred to County's
6 EMS Communications Center.

7 (7) City agrees to provide an internal quality improvement program,
8 which includes the participation of County and Provider.

9 (8) City shall be responsible for the provision and maintenance of all
10 radio and computer equipment in City Fire apparatuses and City owned radio
11 infrastructure.
12

Exhibit B

County's Services

County shall be responsible for and provide each of the following:

(1) County shall obtain and maintain dispatching equipment, hardware, software (including software licenses), and other technologies, which will be utilized for the triage and entry of information for City Fire Dispatching Services in County's EMS Communications Center computer aided dispatch ("CAD") system, in connection with County's performance of its City Fire Dispatching Services under this Agreement; and

(2) County shall be responsible for selection, configuration, installation, and maintenance of equipment, hardware, software and other technologies associated with this Agreement. Such equipment, hardware, software (including software licenses), and other technologies purchased and/or obtained by County through this Agreement shall be the sole property of County. In the event City purchases and/or obtains software (including software licenses) for sole use by City, then City shall be responsible for on-going maintenance, and replacement costs; and

(3) County shall provide City Fire Dispatching Services requiring responses by City Fire apparatuses as follows:

(a) County's EMS Communication Center shall provide all City Fire Dispatching Services in accordance with City Fire's Policies and Procedures affecting City Fire Dispatching Services under this Agreement ("City Fire's Policies and Procedures") (to the extent that they relate only to dispatch), which shall be subject to review by County's EMS Director, or designee (the "County's Representative"), as provided in Section 2 of Exhibit A.

(b) County's EMS Communication Center shall dispatch City Fire's apparatuses through City's radios and electronic communications systems, and in accordance with City Fire's Policies and Procedures (to the extent that they relate only to dispatch), which shall be subject to review by County's Representative, as provided

Exhibit B

1 in Section 2 of Exhibit A.

2 (c) In accordance with City Fire's Policies and Procedures,
3 County's EMS Communications Center shall provide pre-arrival instructions to callers
4 requesting City Fire's services.

5 (d) County's EMS Communications Center shall provide inter-
6 agency coordination regarding requests for City Fire services, mutual aid, and instant-
7 aid services, and order specialized fire equipment from City or other agencies (e.g.,
8 hazardous materials equipment, or "jaws of life"), which may be needed to handle an
9 incident, and perform other related duties, all in accordance with City Fire's Policies and
10 Procedures (to the extent that they relate only to dispatch), which shall be subject to
11 review by County's Representative, as provided in Section 2 of Exhibit A.

12 (e) County's EMS Communications Center shall track all activity
13 of City Fire's apparatuses utilizing the County's EMS Communications Center CAD
14 system.

15 (f) County's EMS Communications Center shall develop and
16 maintain processes which assist in dispatching other fire agencies to areas included in
17 City automatic aid agreements to include those agencies outside the County's EMS
18 Communications Center.

19 (g) County's EMS Communications Center shall maintain
20 processes and capabilities with other dispatch centers which assist in fire dispatching,
21 including Automatic Vehicle Location (AVL), unit status, and some form of CAD to CAD
22 process where call information is automatically shared between agencies regardless of
23 dispatch center location.

24 (h) County shall provide notification to chief officers and duty
25 officers as needed for applicable emergency incidents using phone, email or text
26 messaging according to dispatch policy.
27
28

Exhibit B

1 (i) County shall record all telephone and radio transmissions and
2 provide instant playback as needed. Upon request, County shall provide audio
3 recordings to City Fire.

4 (j) County shall provide reports to City as requested. County
5 must be given reasonable time to develop custom reports or reports that are not already
6 developed.

7 (k) County shall provide one (1) radio operator be designated,
8 who is dedicated to dispatching City Fire's apparatuses, and also provide uninterrupted
9 backup dispatcher coverage as necessary through all other on-duty operators at
10 County's EMS Communications Center.
11

12 (l) County shall provide a minimum of one (1) dispatch
13 supervisor be on duty at County's EMS Communications Center twenty-four (24) hours
14 a day, seven (7) days a week. The supervisor shall be available to City's on-duty fire
15 administration as needed.

16 (m) County will pursue and maintain maximum points for the
17 Insurance Services Office (ISO) - Fire Suppression Rating Schedule for emergency
18 communications requirements within its control and area of responsibility, with the
19 exception of category 430 – dispatch circuits.
20

21 (n) County shall provide that dispatch staff is trained at the
22 emergency fire dispatch level as agreed upon by City and County.

23 (o) County shall maintain an up-to-date manual of City Fire's
24 Policies and Procedures (subject to review by County's Representative, as provided in
25 Section 2 of Exhibit A) for all dispatch staff, and shall provide for training and continuing
26 education of dispatch staff as needed.

27 (p) The goal is for the immediate dispatch of a fire apparatus in
28 accordance with City Fire approved dispatch protocols as developed with consideration

Exhibit B

1 of the National Fire Protection Administration (NFPA) Standard 1221. The Total Alarm
2 Handling (TAH) time will be measured from the time the telephone is answered by the
3 call taker in EMS Communications to the time that the first fire apparatus is alerted to the
4 incident either by radio, telephone, station alerting device, or any other mutually agreed
5 upon method of alerting. A review shall occur for all cases in which dispatches are over
6 ninety (90) seconds on a bi-monthly basis, and results will be evaluated for improvement
7 opportunities by the Fire Dispatch Continuous Quality Improvement (CQI) Committee.
8 The Fire Dispatch CQI Committee shall meet regularly to identify
9 and recommend improvement opportunities to the City Fire dispatch protocols.
10

11 (q) County shall provide monthly reports on the City key
12 performance measures and other areas as agreed upon by the City and County.

13 (r) County shall provide necessary support staff to provide
14 responsiveness (within seven [7] days) to changes in CAD system, including global
15 information system updates, response criteria, update of street layers, CAD/mobile
16 software updates, protocols, and CAD/RMS interface(s).

17 (s) County will integrate a formal quality improvement process
18 that identifies problems by the field, formalizes a tracking mechanism, provides feedback
19 to the sender, determines solutions, establishes timelines for correction, shares the
20 information with all dispatch personnel, and formalizes a CQI review of dispatcher
21 performance.
22

23 (t) County and City will work together with the State of California,
24 Department of General Services in order to maintain a secondary public safety
25 answering point (PSAP) designation for City Fire.

26 (u) County will track all 9-1-1 call data related to City Fire
27 operations (fire/EMS/rescue/hazmat, etc.), which would qualify for State of California,
28 Department of General Services 9-1-1 funding as a secondary PSAP.

Exhibit B

1 (v) If 9-1-1 funds are received from State of California,
2 Department of General Services, for the City Fire secondary PSAP designation, the City
3 agrees to allow County to use said funds to enhance City Fire dispatch operations in
4 accordance with the State of California, Department of General Services 9-1-1 funding
5 guidelines.

6 (w) During specific City events (i.e., Fourth of July, times of local
7 disaster, large scale emergency, or unusual call volume), City Fire may assign a City
8 staff member to the EMS dispatch center for observation or to serve as a temporary
9 Dispatch Liaison to direct the assignment of City Fire resources, at which time deviation
10 from routine dispatch procedures outlined herein will be granted.
11

12 It is understood by the parties hereto that County's provision of City Fire
13 Dispatching Services herein does not include any County provision of fire suppression
14 services, and that County is providing City Fire Dispatching Services herein to City on a
15 non-exclusive basis.
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit C

1. Required Policies

Without limiting the indemnification of each party as stated in Article 8 above, it is understood and agree that City and County shall maintain, at their sole expense, the following insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities through the term of this Agreement:

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. Each party shall obtain an endorsement to this policy naming the other party, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by each party is excess only and not contributing with insurance provided under the other party's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

2. Additional Requirements

- (A) **Verification of Coverage for City.** Within 30 days after the City signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the City shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the City has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

Exhibit C

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the City's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(B) Verification of Coverage for County. Within 30 days after the County signs this Agreement, and at any time during the term of this Agreement as requested by the City, the County shall deliver, or cause its broker or producer to deliver, to the City, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the City, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the County has waived its right to recover from the City, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the City of Sanger, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the City shall be excess only and not contributing with insurance provided under the County's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(C) Acceptability of Insurers. All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(D) Notice of Cancellation or Change. For each insurance policy required under this Agreement, each party shall provide to the other party, or ensure that the policy requires the insurer to provide to the other party, written notice of any cancellation

Exhibit C

or change in the policy as required in this paragraph, not less than 30 days in advance of cancellation or change.

- (E) **County's Entitlement to Greater Coverage.** If the City has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the City shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (F) **Waiver of Subrogation for City.** The City waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The City is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the City's waiver of subrogation under this paragraph is effective whether or not the city obtains such an endorsement.
- (G) **Waiver of Subrogation for County.** The County waives any right to recover from the City, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The County is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the County's waiver of subrogation under this paragraph is effective whether or not the County obtains such an endorsement.
- (H) **County's Remedy for City's Failure to Maintain.** If the City fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the City.
- (I) **City's Remedy for County's Failure to Maintain.** If the County fails to keep in effect at all times any insurance coverage required under this Agreement, the City may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the County.
- (J) **Subcontractors.** The City shall require and verify that all subcontractors used by the County to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement.