

1 **AGREEMENT**

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

5 **Recitals**

6 A. City receives calls requesting both fire suppression services and emergency medical  
7 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 services  
12 for fire suppression calls, which may include dispatching of non-transport first responder  
13 services, (collectively, "Fire Dispatching Services") from County's EMS Communications Center.

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

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

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

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

24 H. County's EMS Communications Center is staffed and operated by K.W.P.H. Enterprises,  
25 doing business as American Ambulance, a California Corporation ("Provider") through that  
26 certain Emergency Medical Services and Provider Agreement for Emergency Ambulance  
27 Services, dated May 16, 2017 (County Agreement No. 17-218), by and between County and  
28 Provider, including all amendments thereto (the "EMS Provider Agreement").

1 The parties therefore agree as follows:

2 **Article 1**

3 **City's Responsibilities**

4 1.1 The City shall perform all of the services provided in Exhibit A to this Agreement,  
5 titled "City's Responsibilities."

6 1.2 **Representation.** The City represents that it is qualified, ready, willing, and able to  
7 perform all of the services provided in this Agreement.

8 1.3 **Compliance with Laws.** The City shall, at its own cost, comply with all applicable  
9 federal, state, and local laws and regulations in the performance of its obligations under this  
10 Agreement, including but not limited to workers compensation, labor, and confidentiality laws  
11 and regulations.

12 **Article 2**

13 **County's Services**

14 2.1 The County shall perform all of the services provided in Exhibit B to this Agreement  
15 titled "County's Services."

16 2.2 **Representation.** The County represents that it is qualified, ready, willing, and able to  
17 perform all of the services provided in this Agreement.

18 **Article 3**

19 **Compensation, Invoices, and Payments**

20 3.1 For County's performance of City Fire Dispatching Services herein, City agrees to  
21 pay County and County agrees to receive an annual payment as follows:

22 For the period of July 1, 2023 through June 30, 2024, One Million, Eight Thousand,  
23 Six Hundred Twelve and No/100 Dollars (\$1,008,612.00).

24 For the period of July 1, 2024 through June 30, 2025, One Million, Twenty-Eight  
25 Thousand, Seven Hundred Eighty-Four and No/100 Dollars (\$1,028,784.00).

26 For the period of July 1, 2025 through June 30, 2026, One Million, Forty-Nine  
27 Thousand, Three Hundred Sixty and No/100 Dollars (\$1,049,360.00).

28 3.2 **Payment.** The City shall pay County no later than July 31, of each year of the

Agreement pursuant to section 3.1 above, without the necessity of County submitted invoice to City. The annual payment shall be remitted to County at the following address: Department of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno, CA 93775.

Should the contract terminate early, the County shall reimburse City, within 30 days, a prorated amount based on termination date.

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

## **Article 4**

### **Term of Agreement**

**4.1 Term.** This Agreement is effective on July 1, 2023 and terminates on June 30, 2026, except as provided in Article 6, "Termination and Suspension," below.

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

## **Article 5**

### **Notices**

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

**For the County:**

Director, Department of Public Health  
County of Fresno  
P.O. Box 11867  
Fresno, CA 93775  
[CCEMSA@fresnocountyca.gov](mailto:CCEMSA@fresnocountyca.gov)  
Fax: (559) 600-7691

**For the City:**

City of Fresno  
Attn: City Manager  
2600 Fresno Street  
Fresno, CA 93721

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

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

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

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

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

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (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 day), provided that the sender maintains a machine record of the completed transmission.

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

## Article 6

## Termination and Suspension

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

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

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

4 **6.2 Termination for Breach.**

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

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

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

- 13 (1) Obtained or used funds illegally or improperly;  
14 (2) Failed to comply with any part of this Agreement;  
15 (3) Submitted a substantially incorrect or incomplete report to the County; or  
16 (4) Improperly performed any of its obligations under this Agreement.

17 **6.3 Termination without Cause.** Under circumstances other than those set forth above,  
18 this Agreement may be terminated by City or County upon giving the other party at least ninety  
19 (90) days advance written notice of an intention to terminate.

20 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
21 under this Article 6 is without penalty to or further obligation of the County.

22 **6.5 County's Rights upon Termination.** City shall compensate or provide funding to  
23 County for Fire Dispatching Services performed prior to termination of this Agreement. This  
24 section survives the termination of this Agreement.

25 **Article 7**

26 **Independent Contractor**

27 **7.1 Status.** In performing under this Agreement, the County, including its officers,  
28 agents, employees, and volunteers, is at all times acting and performing as an independent

contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the City.

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

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

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the County may provide services to others unrelated to the City.

## **Article 8**

### **Indemnity and Defense**

8.1 **Indemnity by City.** The City shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the City, or any third party that arise from or relate to the performance or failure to perform by the City (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the City's obligation to indemnify and hold harmless or defend the County. Provided nothing herein shall constitute a waiver by City of governmental immunities including California Government Code Section 810 et seq.

8.2 **Indemnity by County.** The County shall indemnify and hold harmless and defend the City (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the City, the County, or any third party that arise from or relate to the performance or failure to perform by the County (or any of its officers, agents, subcontractors,

employees, or Provider) under this Agreement. The City may conduct or participate in its own defense without affecting the County's obligation to indemnify and hold harmless or defend the City. Provided nothing herein shall constitute a waiver by County of Governmental immunities including California Government Code section 810 et seq.

8.3 **Concurrent Negligence.** In the event of concurrent negligence on the part of County or any of its officers, agents or employees, or Provider, and of City or any of its officers, agents, or employees, the liability for any and all such claims, demands and actions in law or equity for such costs and expenses (including attorneys' fees and costs), damages, and losses shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

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

## **Article 9**

### **Insurance**

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

## **Article 10**

### **Inspections, Audits, and Public Records**

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

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

1       **10.3 Public Records.** The County is not limited in any manner with respect to its public  
2 disclosure of this Agreement or any record or data that the City may provide to the County. The  
3 County's public disclosure of this Agreement or any record or data that the City may provide to  
4 the County may include but is not limited to the following:

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

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

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

15           (D) This Agreement, and any record or data that the City may provide to the County,  
16 is subject to public disclosure as a public record under the California Public Records Act  
17 (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section  
18 6250) ("CPRA").

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

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

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, and



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

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

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

## Article 11

## General Terms

**11.1 Modification.** Except as provided in Article 6, “Termination and Suspension,” this

1 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
2 by both parties. The City acknowledges that County employees have no authority to modify this  
3 Agreement except as expressly provided in this Agreement.

4 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
5 under this Agreement without the prior written consent of the other party.

6 11.3 **Governing Law.** The laws of the State of California govern all matters arising from  
7 or related to this Agreement.

8 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
9 County, California. City consents to California jurisdiction for actions arising from or related to  
10 this Agreement, and, subject to the Government Claims Act, all such actions must be brought  
11 and maintained in Fresno County.

12 11.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
13 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
14 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
15 against either party.

16 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

17 11.7 **Headings.** The headings and section titles in this Agreement are for convenience  
18 only and are not part of this Agreement.

19 11.8 **Severability.** If anything in this Agreement is found by a court of competent  
20 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
21 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
22 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
23 intent.

24 11.9 **Nondiscrimination.** During the performance of this Agreement, the City shall not  
25 unlawfully discriminate against any employee or applicant for employment, or recipient of  
26 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
27 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
28 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to

1 all applicable State of California and federal statutes and regulation.

2 11.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
3 of the City under this Agreement on any one or more occasions is not a waiver of performance  
4 of any continuing or other obligation of the City and does not prohibit enforcement by the County  
5 of any obligation on any other occasion.

6 11.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
7 between the City and the County with respect to the subject matter of this Agreement, and it  
8 supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
9 publications, and understandings of any nature unless those things are expressly included in  
10 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
11 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
12 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
13 exhibits.

14 11.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
15 create any rights or obligations for any person or entity except for the parties.

16 11.13 **Authorized Signature.** The City represents and warrants to the County that:

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

19 (B) The individual signing this Agreement on behalf of the City is duly authorized to  
20 do so and his or her signature on this Agreement legally binds the City to the terms of  
21 this Agreement.

22 11.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
23 electronic signature as provided in this section.

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

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section  
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

16 11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
17 original, and all of which together constitute this Agreement.

## 18 **Article 12**

### 19 **Miscellaneous Provisions**

20 12.1 **Provider.** The parties hereto acknowledge that Provider, or its replacement, if any  
21 during the term of the EMS Provider Agreement, will carry out County's provision of Fire  
22 Dispatching Services herein. In the event of any such replacement of Provider, the replacement  
23 EMS Provider Agreement will be on substantially the same terms as the EMS Provider  
24 Agreement to the extent that it concerns this Agreement, as provided herein.

#### 25 12.2 **Force Majeure.**

26 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to  
27 carry out its obligations under this Agreement, that party shall give to the other party hereto  
28 prompt written notice of the Force Majeure with full particulars relating thereto. Thereupon, the

1 obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall  
2 be suspended during, but no longer than, the continuance of the Force Majeure, except for a  
3 reasonable time thereafter required to resume performance.

4 B. During any period in which either party hereto is excused from performance by  
5 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly,  
6 diligently, and in good faith take all reasonable action required in order for it to be able to  
7 promptly commence or resume performance of its obligations under this Agreement. Without  
8 limiting the generality of the foregoing, the party so excused from performance shall, during any  
9 such period of Force Majeure, take all reasonable action necessary to terminate any temporary  
10 restraining order or preliminary or permanent injunctions to enable it to so commence or resume  
11 performance of its obligations under this Agreement.

12 C. The party whose performance is excused due to the occurrence of an event of  
13 Force Majeure shall, during such period, keep the other party hereto notified of all such actions  
14 required in order for it to be able to commence or resume performance of its obligations under  
15 this Agreement.

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

19 [SIGNATURE PAGE FOLLOWS]  
20  
21  
22  
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25  
26  
27  
28

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

CITY OF FRESNO

COUNTY OF FRESNO

\_\_\_\_\_  
Georgeanne White, City Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved As To Form:**  
ANDREW JANZ  
City Attorney

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

By: \_\_\_\_\_  
Brandon M. Collet  
Supervising Deputy City Attorney

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attest:**  
Todd Stermer  
City Clerk  
City of Fresno, State of California

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_  
Date

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

For accounting use only:

Org No.: 56201693  
Account No.: 5039  
Fund No.: 0001  
Subclass No.: 10000

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

(6) City shall provide County with data, which includes the exact times EMS and fire suppression calls are received at City's Police Department Communications Center (or

## Exhibit A

other point of City contact, if any) and transferred to County's EMS Communications Center.

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

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



## 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 in Section 2 of Exhibit A.

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

## Exhibit B

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

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

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

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

18 (h) County shall provide notification to chief officers and duty officers  
19 as needed for applicable emergency incidents using phone, email or text messaging according  
20 to dispatch policy.

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

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

26 (k) County shall provide one (1) radio operator be designated, who is  
27 dedicated to dispatching City Fire's apparatuses, and also provide uninterrupted backup  
28 dispatcher coverage as necessary through all other on-duty operators at County's EMS

## Exhibit B

Communications Center.

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

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

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

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

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

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

(r) County shall provide necessary support staff to provide

## Exhibit B

1 responsiveness (within seven [7] days) to changes in CAD system, including global information  
2 system updates, response criteria, update of street layers, CAD/mobile software updates,  
3 protocols, and CAD/RMS interface(s).

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

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

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

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

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

23 It is understood by the parties hereto that County's provision of City Fire  
24 Dispatching Services herein does not include any County provision of fire suppression  
25 services, and that County is providing City Fire Dispatching Services herein to City on a non-  
26 exclusive basis.

## **Exhibit C**

### **Insurance Requirements**

1. Without limiting the indemnification of each party as stated in Article 8 above, it is understood and agreed that City and County shall each 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 throughout the term of this agreement. Coverage shall be provided for comprehensive general liability, automobile liability and workers' compensation exposure as outlined below:

a. Each party will provide the other party with an appropriate Commercial General Liability insurance certificate 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) along with an appropriate endorsement naming the other party as an additional insured on the Commercial General Liability 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. The automobile liability insurance certificate must state that the policy covers 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. City shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under City's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

## Exhibit C

3. County shall obtain endorsements to the Commercial General Liability insurance naming the City, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by City, its officers, agents and employees shall be excess only and not contributing with insurance provided under County's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to City.

4. City hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. City is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but City's waiver of subrogation under this paragraph is effective whether or not City obtains such an endorsement.

5. County hereby waives its right to recover from City, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. County is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but County's waiver of subrogation under this paragraph is effective whether or not County obtains such an endorsement.

6. Within thirty (30) days from the date City signs this Agreement. City shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies. as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents, and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the City has waived its right to recover from the County. its officers. agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents, and employees. individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for

## Exhibit C

additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under City's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

7. Within thirty (30) days from the date County signs this Agreement. County shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to City at 911 H. Street, Fresno, CA 93721, stating that such insurance coverage have been obtained and are in full force, that City and its officers, agents and employees will not be responsible for any premiums on the policies; that for such worker's compensation insurance the County has waived its right to recover from City, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the City, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by City, its officers, agents and employees shall be excess only and not contributing with insurance provided under County's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to City.

8. In the event City fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence- of such event.

9. In the event County fails to keep in effect at all times insurance coverage as herein provided, the City may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.