

1 **AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by
3 and between the COUNTY OF FRESNO, a Political Subdivision of the State of California,
4 (“COUNTY”), and the CITY OF FRESNO, a Municipal Corporation, whose address is 2600 Fresno
5 Street, Fresno, California 93721, (“CITY”).

6 **W I T N E S S E T H:**

7 WHEREAS, CITY receives calls requesting both fire suppression services and emergency
8 medical services (“EMS”); and

9 WHEREAS, CITY transfers those calls for fire suppression services and EMS to COUNTY’s
10 EMS Communications Center for dispatching the appropriate emergency ambulances and equipment;
11 and

12 WHEREAS, CITY’s FIRE Department (“FIRE”) continues to desire to receive dispatching
13 services for fire suppression calls, which may include dispatching of non-transport first responder
14 services, (collectively, “FIRE Dispatching Services”) from COUNTY’s EMS Communications
15 Center; and

16 WHEREAS, COUNTY has provided dispatching services for CITY through Agreements and
17 successor Agreements since February 1, 2006, beginning with the original Agreement dated
18 October 18, 2005 (COUNTY Agreement No. A-05-524) by and between COUNTY and CITY (the
19 “Original Agreement”); and

20 WHEREAS, CITY and COUNTY have developed this successor agreement to become
21 effective upon the expiration of the existing agreement; and

22 WHEREAS, it is to the mutual benefit and in the best interest of the parties hereto to have a
23 combined EMS and FIRE Dispatching Services for the purpose of providing improved services to the
24 public; and

25 WHEREAS, it is a goal of COUNTY and CITY to maintain a consolidated dispatching
26 services in Fresno County; and

27 WHEREAS, it has been determined by CITY and COUNTY there is a need to provide EMS
28 dispatching services and FIRE Dispatching Services through a centralized and combined effort by

COUNTY's EMS Communications Center and FIRE; and

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

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. SERVICES

A. 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 FIRE Dispatching Services in COUNTY's EMS Communications Center computer aided dispatch ("CAD") system, in connection with COUNTY's performance of its 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 FIRE Dispatching Services requiring responses by FIRE apparatuses as follows:

(a) COUNTY's EMS Communication Center shall provide all FIRE Dispatching Services in accordance with FIRE's Policies and Procedures affecting FIRE Dispatching Services under this Agreement ("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 1.C.(2) herein.

1 (b) COUNTY's EMS Communication Center shall dispatch FIRE's
2 apparatuses through CITY's radios and electronic communications systems, and in accordance with
3 FIRE's Policies and Procedures (to the extent that they relate only to dispatch), which shall be subject
4 to review by COUNTY's Representative, as provided in Section 1.C.(2) herein.

5 (c) In accordance with FIRE's Policies and Procedures, COUNTY's
6 EMS Communications Center shall provide pre-arrival instructions to callers requesting FIRE's
7 services.

8 (d) COUNTY's EMS Communications Center shall provide inter-
9 agency coordination regarding requests for FIRE services, mutual aid, and instant-aid services, and
10 order specialized fire equipment from CITY or other agencies (*e.g.*, hazardous materials equipment, or
11 "jaws of life"), which may be needed to handle an incident, and perform other related duties, all in
12 accordance with FIRE's Policies and Procedures (to the extent that they relate only to dispatch), which
13 shall be subject to review by COUNTY's Representative, as provided in Section 1.C.(2) herein.

14 (e) COUNTY's EMS Communications Center shall track all activity
15 of FIRE's apparatuses utilizing the COUNTY's EMS Communications Center CAD system.

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

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

23 (h) COUNTY shall provide a system capable of showing the location
24 of the closest ambulance and fire unit for each medical aid incident in order to assure the appropriate
25 dispatch and response of a first responder unit. COUNTY, CITY, and PROVIDER shall work together
26 in good faith to accomplish this objective during the term of the Agreement

27 (i) COUNTY shall provide notification to chief officers and duty
28 officers as needed for applicable emergency incidents using phone, email or text messaging according

1 to dispatch policy.

2 (j) COUNTY shall record all telephone and radio transmissions and
3 provide instant playback as needed. Upon request, County shall provide audio recordings to FIRE.

4 (k) 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 developed.

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

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

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

17 (o) COUNTY shall provide that dispatch staff is trained at the
18 emergency fire dispatch level as agreed upon by CITY and COUNTY.

19 (p) COUNTY shall maintain an up-to-date manual of FIRE's Policies
20 and Procedures (subject to review by COUNTY's Representative, as provided in Section 1.C.(2)
21 herein) for all dispatch staff, and shall provide for training and continuing education of dispatch staff
22 as needed.

23 (q) The goal for the immediate dispatch of a fire apparatus, in
24 accordance with FIRE approved dispatch protocols and National Fire Protection Association (NFPA)
25 Standard 1221, excluding multiple unit responses, reassigned responses and other situations beyond the
26 COUNTY's EMS Communications Center control; shall be no more than sixty (60) seconds in a
27 minimum of ninety five percent (95%) of calls received each month. The Total Alarm Handing (TAH)
28 time will be measured from the time the telephone is answered by the call taker to the time the first fire

apparatus is alerted to the incident either by radio, telephone, pager, or station alerting device. A review shall occur for all cases in which dispatches are over ninety (90) seconds and results will be evaluated for improvement opportunities by the Fire Dispatch Continuous Quality Improvement (CQI) Committee.

It is understood, because of the dynamic nature of emergency services, there are situations when the TAH exceeds the sixty (60) second dispatch goal due to issues beyond the control of the COUNTY's EMS Communications Center. Examples of these situations include, but are not limited to:

1. calls with incomplete, inaccurate or no ANI/ALI information (including CAD-to-CAD);
2. calls that do not geo-verify in the CAD; and
3. calls in which the reporting party is either unable or unwilling to immediately provide all required information as part of the call taking process (i.e., non-English speaking, hysterical, or uncooperative) or use of Teletype (TTY) or Telecommunication Device for the Deaf (TDD) or audio relay device.

Calls for service that meet one of the above exemption categories shall have a TAH goal of no more than ninety (90) seconds in a minimum of ninety five percent (95%) of calls received each month.

(r) COUNTY shall provide monthly reports on the CITY key performance measures and other areas as agreed upon by the CITY and COUNTY.

(s) COUNTY shall provide necessary support staff to provide responsiveness (within seven (7) days) to changes in CAD system, including global information system GIS updates, response criteria, update of street layers, CAD/mobile software updates, protocols, and CAD/RMS interface(s).

(t) COUNTY will integrate a formal quality improvement process that identifies problems by the field, formalizes a tracking mechanism, provides feedback to the sender, determines solutions, establishes timelines for correction, shares the information with all

1 dispatch personnel, and formalizes a CQI review of dispatcher performance.

2 (u) COUNTY and CITY will work together with the State of
3 California, Department of General Services in order to maintain a secondary public safety answering
4 point (PSAP) designation for FIRE.

5 (v) COUNTY will track all 9-1-1 call data related to FIRE operations
6 (fire/EMS/rescue/hazmat, etc.), which would qualify for State of California, Department of General
7 Services 9-1-1 funding as a secondary PSAP.

8 (w) If 9-1-1 funds are received from State of California, Department
9 of General Services, for the FIRE secondary PSAP designation, the CITY agrees to allow COUNTY
10 to use said funds to enhance FIRE dispatch operations in accordance with the State of California,
11 Department of General Services 9-1-1 funding guidelines.

12 (x) During specific CITY events (i.e., Fourth of July, times of local
13 disaster, large scale emergency, or unusual call volume), CITY FIRE may assign a City staff member
14 to the EMS dispatch center for observation or to serve as a temporary Dispatch Liaison to direct the
15 assignment of CITY FIRE resources, at which time deviation from routine dispatch procedures
16 outlined herein will be granted.

17 B. It is understood by the parties hereto that COUNTY's provision of FIRE
18 Dispatching Services herein does not include any COUNTY provision of fire suppression services,
19 and that COUNTY is providing FIRE Dispatching Services herein to CITY on a non-exclusive basis.

20 C. CITY shall perform the following functions:

21 (1) CITY shall provide all fire suppression services for all fire suppression
22 calls dispatched by COUNTY's EMS Communications Center requiring FIRE apparatuses.

23 (2) FIRE shall consult with COUNTY's Representative in developing
24 FIRE's Policies and Procedures relating to dispatch only. CITY shall provide FIRE's Policies and
25 Procedures relating to dispatch to COUNTY for review thereof by COUNTY's Representative. CITY
26 shall not approve FIRE's Policies and Procedures relating to dispatch until first having conferred with
27 COUNTY's Representative and such representative agrees such policies and procedures are not
28 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 FIRE apparatuses or personnel, or amount of FIRE equipment or other resources, that FIRE deems sufficient to respond to any calls for FIRE Dispatching Services, or other FIRE's Policies and Procedures unrelated to dispatch. FIRE shall be reasonable in developing 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 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) 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 other point of CITY contact, if any) and transferred to COUNTY's EMS Communications Center.

(6) CITY agrees to provide an internal quality improvement program, which includes the participation of COUNTY and PROVIDER.

(7) CITY shall be responsible for the provision and maintenance of all radio and computer equipment in FIRE apparatuses and CITY owned radio infrastructure outside of the EMS Communications Center.

2. TERM

A. This Agreement shall become effective on the 1st day of July 2017, at 12:00:00 A.M., and shall continue in full force and effect, and terminate on the 30th day of June 2018, at 11:59:59 P.M., unless sooner terminated as provided herein.

B. When this Agreement terminates, as provided herein, COUNTY may continue to provide CITY and FIRE access to the portion of the CAD system for providing FIRE Dispatching Services, provided that prior to the termination of this Agreement, the parties enter into a written

1 agreement that addresses the following to the parties' mutual satisfaction: (1) the manner of CITY's
2 access to the portion of the CAD system for FIRE Dispatching Services (for example, and not as a
3 limitation, the type of connection to the CAD system needs to be acceptable to COUNTY, and
4 CITY's use of COUNTY hardware, if any, for such access needs to be compatible with the CAD
5 system and comply with COUNTY's requirements), provided such access shall be reasonably feasible
6 and shall not interfere with COUNTY's use of the CAD system and operation of COUNTY's EMS
7 Communications Center; (2) the level at which COUNTY will maintain the portion of the CAD
8 system for FIRE Dispatching Services; (3) CITY's full reimbursement to COUNTY for the cost of
9 providing such access, including, but not limited to the cost or expense of (i) COUNTY's operation,
10 maintenance, and upgrade, if any, of the portion of the CAD system for FIRE Dispatching Services,
11 (ii) using COUNTY hardware, if any, needed to access the portion of the CAD system for FIRE
12 Dispatching Services, and (iii) the payment of any other costs, expenses, fees, and charges, which may
13 be incurred to make such access to the portion of the CAD system for FIRE Dispatching Services
14 available to CITY, all according to the terms and conditions of such agreement; and (4) the term for
15 such agreement. It is understood such agreement shall not include any grant by COUNTY to CITY of
16 any licenses to any software for the CAD, or of any ownership or other rights in the CAD. The parties
17 shall meet and negotiate in good faith for a mutually acceptable agreement based on the foregoing
18 terms and conditions in this Section 2.C, provided, however, that notwithstanding anything stated to
19 the contrary in this Section 2.C or in this Agreement, each party retains its absolute discretion whether
20 or not to approve and enter into such an agreement.

21 If such agreement is not reached, as contemplated above, COUNTY shall
22 promptly provide CITY with the data generated through the FIRE Dispatching Services provided
23 herein in a commonly usable electronic format.

24 **3. TERMINATION**

25 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
26 provided hereunder, are contingent on the approval of funds by the appropriating governmental
27 agency, provided, however, should sufficient funds not be allocated, (i) the services provided may be
28 modified at any time upon the parties' mutual written agreement, or (ii) this Agreement may be

1 terminated at any time by the non-appropriating governmental agency giving the other party at least
2 ninety (90) days advance written notice of an intention to terminate .

3 B. Without Cause - Under circumstances other than those set forth above, this
4 Agreement may be terminated by CITY or COUNTY upon the giving the other party at least ninety
5 (90) days advance written notice of an intention to terminate.

6 C. Material Breach - Either party may terminate this Agreement at any time for
7 cause upon ten (10) days advance written notice to the other party, in the event of the other party's
8 material breach of its obligations herein and provided that such breach is not cured during such ten
9 (10) day notification period. The party receiving such notice may respond to said notice and any
10 charges contained therein within that ten (10) day period.

11 D. CITY shall compensate or provide funding to COUNTY for FIRE Dispatching
12 Services performed prior to termination of this Agreement.

13 E. In no event shall any payment or funding by CITY pursuant to this Agreement
14 constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of
15 COUNTY, nor shall such payment or funding impair or prejudice any remedy available to CITY with
16 respect to the breach.

17 F. The waiver by either party of a breach by the other of any provision of this
18 Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the
19 same or a different provision of this Agreement. No provisions of this Agreement may be waived
20 unless in writing and signed by all parties to this Agreement. Waiver of any one (1) provision herein
21 shall not be deemed to be a waiver of any other provision herein.

22 **4. COMPENSATION FOR SERVICES**

23 A. For COUNTY's performance of FIRE Dispatching Services herein, CITY agrees
24 to pay COUNTY and COUNTY agrees to receive compensation pursuant to Schedule A, attached
25 hereto and incorporated herein by this reference. In no event shall compensation for COUNTY's
26 performance of FIRE Dispatching Services under this Agreement be in excess of the amounts listed as
27 follows:

28 (1) For the period of July 1, 2017 through June 30, 2018, the amount of this

1 Agreement shall not exceed Seven Hundred Eighty Seven Thousand Five Hundred Seventy-Two and
2 00/100 Dollars (\$787,572.00).

3 B. CITY shall pay COUNTY no later than the fifteenth (15th) day of the month in
4 which payment is required pursuant to Schedule A, without the necessity of COUNTY submitting
5 invoices to CITY. All payments shall be remitted to COUNTY at the following address: Department
6 of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno CA 93775.

7 **5. INDEPENDENT CONTRACTOR**

8 A. In performance of the work, duties, and obligations assumed by COUNTY under
9 this Agreement, it is mutually understood and agreed that COUNTY, including any and all of
10 COUNTY's officers, agents, and employees will at all times be acting and performing as an
11 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
12 employee, joint venture, partner, or associate of CITY. Furthermore, CITY shall have no right to
13 control or supervise or direct the manner or method by which COUNTY shall perform its work and
14 function, except for COUNTY's compliance with FIRE's Policies and Procedures, herein. However,
15 CITY shall retain the right to administer this Agreement so as to verify that COUNTY is performing
16 its obligations in accordance with the terms and conditions thereof. COUNTY and CITY shall comply
17 with all applicable provisions of law and the rules and regulations, if any, of governmental authorities
18 having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

19 B. Because of its status as an independent contractor, COUNTY shall have
20 absolutely no right to employment rights and benefits available to CITY employees. COUNTY shall
21 be solely liable and responsible for providing to, or on behalf of, its employees all legally-required
22 employee benefits. In addition, COUNTY shall be solely responsible and save CITY harmless from
23 all matters relating to payment of COUNTY's employees, including compliance with Social Security,
24 withholding, and all other regulations governing such matters. It is acknowledged that during the term
25 of this Agreement, COUNTY may be providing services to others unrelated to CITY or to this
26 Agreement.

27 **6. MODIFICATION**

28 Any matters of this Agreement may be modified from time to time by the written

1 agreement of all the parties hereto without, in any way, affecting the remainder.

2 **7. HOLD-HARMLESS**

3 A. CITY agrees to indemnify, save, hold harmless, and at COUNTY's request,
4 defend COUNTY, including its officers, agents, and employees, from any and all costs and expenses
5 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
6 COUNTY in connection with the performance, or failure to perform, by CITY, including its officers,
7 agents, or employees under this Agreement, and from any and all costs and expenses (including
8 attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,
9 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
10 CITY, including its officers, agents, or employees under this Agreement; provided nothing herein shall
11 constitute a waiver by CITY of governmental immunities including California Government Code
12 Section 810 et seq.

13 B. COUNTY agrees to indemnify, save, hold harmless, and at CITY's request,
14 defend CITY, including its officers, agents, and employees from any and all costs and expenses
15 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
16 CITY in connection with the performance, or failure to perform, by COUNTY, including its officers,
17 agents, or employees, or PROVIDER, under this Agreement, and from any and all costs and expenses
18 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
19 any person, firm, or corporation who may be injured or damaged by the performance, or failure to
20 perform, of COUNTY, including its officers, agents, or employees, or PROVIDER under this
21 Agreement; provided nothing herein shall constitute a waiver by COUNTY of governmental
22 immunities including California Government Code Section 810 et seq.

23 C. In the event of concurrent negligence on the part of COUNTY or any of its
24 officers, agents or employees, or PROVIDER, and of CITY or any of its officers, agents, or
25 employees, the liability for any and all such claims, demands and actions in law or equity for such
26 costs and expenses (including attorneys' fees and costs), damages, and losses shall be apportioned
27 under the State of California's theory of comparative negligence as presently established or as may be
28 modified hereafter.

1 D. This Section 7 shall survive termination or expiration of this Agreement.

2 **8. INSURANCE**

3 Without limiting the indemnification of each party as stated in Section 7 above, it is
4 understood and agreed that CITY and COUNTY shall each maintain, at their sole expense, insurance
5 policies or self-insurance programs including, but not limited to, an insurance pooling arrangement
6 and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this
7 agreement. Coverage shall be provided for comprehensive general liability, automobile liability,
8 professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of
9 Insurance or other similar documentation shall not be required of either party under this Agreement,
10 except for Commercial General Liability coverage. Each party will provide the other party with an
11 appropriate Commercial General Liability insurance certificate with limits of not less than One
12 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
13 (\$2,000,000) along with an appropriate endorsement naming the other party as an additional insured
14 on the Commercial General Liability policy. COUNTY shall cause PROVIDER to maintain insurance
15 coverage that is consistent with the EMS PROVIDER Agreement.

16 **9. CONFIDENTIALITY**

17 All services performed by COUNTY under this Agreement shall be in strict
18 conformance with all applicable Federal, State of California and/or local laws and regulations relating
19 to confidentiality.

20 **10. NON-DISCRIMINATION**

21 During the performance of this Agreement, CONTRACTOR shall not unlawfully
22 discriminate against any employee or applicant for employment, or recipient of services, because of
23 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
24 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or
25 sexual orientation, pursuant to all applicable State of California and Federal statutes and regulations.

26 **11. RECORDS**

27 Each party shall maintain its records in connection with the respective services referred
28 to under this Agreement. Such records must be maintained for a minimum of three (3) years. Records

1 must also be maintained a minimum of three (3) years after the termination of this Agreement. The
2 party generating the records shall maintain ownership of the records upon termination of this
3 Agreement. This Section 11 shall survive expiration or termination of this Agreement.

4 **12. AUDITS AND INSPECTIONS**

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

11 B. If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
12 COUNTY shall be subject to the examination and audit of the State Auditor for a period of three (3)
13 years after final payment under this Agreement (Government Code Section 8546.7).

14 C. This Section 12 shall survive expiration or termination of this Agreement.

15 **13. PROVIDER**

16 The parties hereto acknowledge that PROVIDER, or its replacement, if any during the
17 term of the EMS PROVIDER Agreement, will carry out COUNTY's provision of FIRE Dispatching
18 Services herein. In the event of any such replacement of PROVIDER, the replacement EMS Provider
19 Agreement will be on substantially the same terms as the EMS PROVIDER Agreement to the extent
20 that it concerns this Agreement, as provided herein.

21 **14. FORCE MAJEURE**

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

28 B. During any period in which either party hereto is excused from performance by

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

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

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

14 **15. NOTICES**

15 A. The persons having authority to give and receive notices under this Agreement
16 and their addresses include the following:

17 COUNTY

18 Director, County of Fresno
19 Department of Public Health
20 P.O. Box 11867
Fresno, CA 93775

CITY

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

21 Such addresses may be changed by either party upon written notice to the other
22 party given as provided in this Section 15.

23 B. Any and all notices between COUNTY and CITY provided for or permitted
24 under this Agreement or by law shall be in writing and shall be deemed duly served when personally
25 delivered to one of the parties hereto, or in lieu of such personal service, when deposited in the United
26 States mail, postage prepaid, addressed to such party, except for notices of termination, which are
27 effective upon receipt. Notices under this Agreement are not modifications to this Agreement.

28 **16. GOVERNING LAW**

1 A. The parties hereto agree, for the purposes of venue, performance under this
2 Agreement is to be in Fresno County, California.

3 B. The rights and obligations of the parties hereto and all interpretation and
4 performance of this Agreement shall be governed in all respects by the laws of the State of California.

5 **17. SEVERABILITY**

6 The provisions of this Agreement are severable. The invalidity or unenforceability of
7 any one provision in the Agreement shall not affect the other provisions.

8 **18. NON-ASSIGNMENT**

9 Except as otherwise expressly provided herein, neither party shall assign, transfer or
10 sub-contract their rights or duties under this Agreement without the written consent of the other party.

11 **19. ENTIRE AGREEMENT**

12 This Agreement constitutes the entire agreement between CITY and COUNTY with
13 respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
14 commitments, writings, advertisements, publications, and understandings of any nature whatsoever
15 unless expressly included in this Agreement. This Agreement may be executed in several counterparts
16 by the parties hereto, in which case, all of such executed duplicate counterpart originals thereof, taken
17 together, shall be deemed to be one and the same legal instrument.

18 **20. NO THIRD PARTY BENEFICIARIES**

19 Notwithstanding anything stated to the contrary in this Agreement, there shall not be any
20 intended third party beneficiaries to this Agreement.

21 ///

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3
4 **CITY OF FRESNO**

COUNTY OF FRESNO

5
6 By _____
7 Wilma Quan-Schecter, City Manager

By _____
Chairman, Board of Supervisors

8 Date: _____

Date: _____

9
10 YVONNE SPENCE, City Clerk

BERNICE E. SEIDEL, Clerk
Board of Supervisors

11 By _____

By _____

12
13 Date: _____

Date: _____

14
15 APPROVED AS TO FORM:
16 DOUGLAS SLOAN, CITY ATTORNEY

17
18 By _____

19
20 Date: _____

21
22
23 Mailing Address:
24 2600 Fresno Street
Fresno, CA 93721
25 Phone #: (559) 621-7770
26 Fax #: (559) 621-7776
27 Contact: City Manager

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

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By _____

By _____

By _____

Fund/Subclass: 0001/10000
Organization #: 56201693
Account #: 4895

Schedule A

Date	Payment Amount
October 2017	\$196,893.00
January 2017	\$196,893.00
April 2017	\$196,893.00
July 2017	\$196,893.00