

CITY OF FRESNO
City Clerk's Office (Original)

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of June, 2011, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the **CITY OF FRESNO**, a Municipal Corporation, whose address is 2600 Fresno Street, Fresno, California 93721, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, CITY receives calls requesting both fire suppression services and emergency medical services ("EMS"); and

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

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

WHEREAS, since February 1, 2006, COUNTY has provided dispatching services for CITY through that certain Agreement for dispatching services dated October 18, 2005 (COUNTY Agreement No. A-05-524) by and between COUNTY and CITY; and

WHEREAS, the Original Agreement was amended on December 18, 2007 (COUNTY Agreement No. A-07-548) and March 25, 2008 (COUNTY Agreement No. A-05-524-2) and terminated on June 30, 2008; and

WHEREAS, CITY and COUNTY developed a successor Agreement (COUNTY Agreement No. 08-304) beginning July 1, 2008 through December 31, 2011; and

WHEREAS, CITY and COUNTY have developed this successor Agreement to replace the existing Agreement; and

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

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

3 WHEREAS, it has been determined by CITY and COUNTY there is a need to provide EMS
4 dispatching services and FIRE Dispatching Services through a centralized and combined effort by
5 COUNTY's EMS Communications Center and FIRE; and

6 WHEREAS, COUNTY's EMS Communications Center is staffed and operated by K.W.P.H.
7 Enterprises, doing business as American Ambulance, a California corporation ("PROVIDER")
8 through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance
9 Services and Advanced Life Support (Paramedic) Services, dated July 10, 2007 (COUNTY
10 Agreement No. 07-292, "EMS PROVIDER Agreement"), including amendments, by and between
11 COUNTY and PROVIDER.

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

14 **1. SERVICES**

15 A. COUNTY shall be responsible for and provide each of the following:

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

21 (2) COUNTY shall be responsible for selection, configuration, installation,
22 and maintenance of equipment, hardware, software and other technologies associated with this
23 Agreement. Such equipment, hardware, software (including software licenses), and other technologies
24 purchased and/or obtained through this Agreement shall be the sole property of COUNTY; and

25 (3) COUNTY shall provide FIRE Dispatching Services requiring responses
26 by FIRE apparatuses as follows:

27 (a) COUNTY's EMS Communication Center shall provide all FIRE
28 Dispatching Services in accordance with FIRE's Policies and Procedures affecting FIRE Dispatching

1 Services under this Agreement (“FIRE’s Policies and Procedures”) (to the extent that they relate only
2 to dispatch), which shall be subject to review by COUNTY’s EMS Director, or his or her designee
3 (the “COUNTY’s Representative”), as provided in Section 1.C.(2) herein.

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

8 (c) In accordance with FIRE’s Policies and Procedures, COUNTY’s
9 EMS Communications Center shall provide pre-arrival instructions to callers requesting FIRE’s
10 services.

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

17 (e) COUNTY’s EMS Communications Center shall track all activity
18 of FIRE’s apparatuses utilizing the COUNTY’s EMS Communications Center CAD system.

19 (f) COUNTY shall record all telephone and radio transmissions and
20 provide instant playback as needed.

21 (g) COUNTY shall provide reports to CITY as requested. COUNTY
22 must be given reasonable time to develop custom reports or reports that are not already developed.

23 (h) COUNTY shall provide one (1) radio operator be designated, who
24 is dedicated to dispatching FIRE’s apparatuses, and also provide uninterrupted backup dispatcher
25 coverage as necessary through all other on-duty operators at COUNTY’s EMS Communications
26 Center providing dispatching services within Fresno County.

27 (i) COUNTY shall provide a minimum of one (1) dispatch supervisor
28 be on duty at COUNTY’s EMS Communications Center twenty-four (24) hours a day, seven (7) days

1 a week. The supervisor shall be available to CITY's on-duty fire administration as needed.

2 (j) COUNTY and CITY shall work together toward the goal of
3 becoming certified as a Resource Ordering and Status System (ROSS) center in accordance with State
4 guidelines within two years.

5 (k) COUNTY shall provide that dispatch staff is trained at the
6 emergency fire dispatch level as agreed upon by CITY and COUNTY.

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

11 (m) The goal for the immediate dispatch of a fire apparatus, in
12 accordance with FIRE approved dispatch protocols, and excluding multiple unit responses, reassigned
13 responses and other situations beyond the COUNTY's EMS Communications Center control; shall be
14 sixty (60) seconds. The dispatch time will be measured from the time the telephone is answered by the
15 call taker to the time the first fire apparatus is alerted to the incident either by radio, telephone, pager, or
16 station alerting device. A review shall occur for all cases in which dispatches are over ninety (90)
17 seconds, and results will be evaluated for improvement opportunities by the Fire Dispatch Continuous
18 Quality Improvement (CQI) Committee.

19 It is understood, because of the dynamic nature of emergency services, there are situations
20 when the sixty (60) second dispatch goal may not be achieved. Examples of these situations include, but
21 are not limited to:

- 22 1. Calls not received through the 9-1-1 telephone system.
- 23 2. Calls that do not immediately geo-verify in the CAD.
- 24 3. Calls in which the public safety answering points (PSAP)
25 dispatcher does not immediately transfer the calling party.
- 26 4. Calls in which the reporting party is either unable or
27 unwilling to immediately provide all required information
28 as part of the call taking process (i.e., non-English speaking,

1 hysterical, or uncooperative).

2 5. Calls not meeting Priority 1 medical-aid criteria during
3 initial questioning.

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

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

9 (p) COUNTY will integrate a formal quality improvement process
10 that identifies problems by the field, formalizes a tracking mechanism, provides feedback to the
11 sender, determines solutions, establishes timelines for correction, shares the information with all
12 dispatch personnel, and formalizes a CQI review of dispatcher performance.

13 (q) COUNTY will provide office space at the COUNTY's EMS
14 Communications Center for FIRE's liaison as space is available.

15 (r) COUNTY and CITY will work together with the State of
16 California, Department of General Services in order to maintain a secondary PSAP designation for
17 FIRE.

18 (s) COUNTY will track all 9-1-1 calls data related to FIRE
19 operations (fire/EMS/rescue/hazmat, etc.), which would qualify for State of California, Department of
20 General Services 9-1-1 funding as a secondary PSAP.

21 (t) If 9-1-1 funds are received by State of California, Department of
22 General Services, for the FIRE secondary PSAP designation, the CITY agrees to allow COUNTY to
23 use said funds to enhance FIRE dispatch operations in accordance with the State of California,
24 Department of General Services 9-1-1 funding guidelines.

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

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1 C. CITY shall perform the following functions:

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

4 (2) FIRE shall consult with COUNTY's Representative in developing
5 FIRE's Policies and Procedures relating to dispatch only. CITY shall provide FIRE's Policies and
6 Procedures relating to dispatch to COUNTY for review thereof by COUNTY's Representative. CITY
7 shall not approve FIRE's Policies and Procedures relating to dispatch until first having conferred with
8 COUNTY's Representative and such representative agrees such policies and procedures are not
9 inconsistent with the COUNTY's EMS Communication Center's policies and procedures.

10 COUNTY's Representative shall have neither the right nor the duty to approve the number of FIRE
11 apparatuses or personnel, or amount of FIRE equipment or other resources, that FIRE deems sufficient
12 to respond to any calls for FIRE Dispatching Services, or other FIRE's Policies and Procedures
13 unrelated to dispatch. FIRE shall be reasonable in developing FIRE's Policies and Procedures relating
14 to dispatch such that those polices and procedures are substantially consistent with COUNTY's EMS
15 Communication Center's Policies and Procedures.

16 (3) CITY shall participate in continuing education and training to
17 COUNTY's EMS Communications Center radio operators and staff regarding the dispatching and
18 management of FIRE resources.

19 (4) CITY shall assure all calls to CITY for EMS and fire suppression
20 services are immediately transferred to COUNTY's EMS Communications Center.

21 (5) CITY shall provide COUNTY with data, which includes the exact times
22 EMS and fire suppression calls are received at CITY's Police Department Communications Center (or
23 other point of CITY contact, if any) and transferred to COUNTY's EMS Communications Center.

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

26 (7) CITY shall be responsible for the provision and maintenance of all radio
27 and computer equipment in FIRE apparatuses.

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1 **2. TERM**

2 A. This Agreement shall become effective on the 1st day of July, 2011, at 12:00:00
3 A.M., and shall continue in full force and effect, and terminate on the 30th day of June, 2014, at
4 11:59:59 P.M., unless sooner terminated as provided herein.

5 B. This Agreement may be renewed with approval of CITY and COUNTY through
6 written amendment and modification of terms and conditions herein set forth. Written notice of non-
7 renewal shall be provided by either CITY or COUNTY (which may be by COUNTY's
8 Representative) not later than thirty (30) days prior to the termination of the current Agreement term.

9 C. When this Agreement terminates, as provided herein, COUNTY may continue to
10 provide CITY and FIRE access to the portion of the CAD system for providing FIRE Dispatching
11 Services, provided that prior to the termination of this Agreement, the parties enter into a written
12 agreement that addresses the following to the parties' mutual satisfaction: (1) the manner of CITY's
13 access to the portion of the CAD system for FIRE Dispatching Services (for example, and not as a
14 limitation, the type of connection to the CAD system needs to be acceptable to COUNTY, and
15 CITY's use of COUNTY hardware, if any, for such access needs to be compatible with the CAD
16 system and comply with COUNTY's requirements), provided such access shall be reasonably feasible
17 and shall not interfere with COUNTY's use of the CAD system and operation of COUNTY's EMS
18 Communications Center; (2) the level at which COUNTY will maintain the portion of the CAD
19 system for FIRE Dispatching Services; (3) CITY's full reimbursement to COUNTY for the cost of
20 providing such access, including, but not limited to the cost or expense of (i) COUNTY's operation,
21 maintenance, and upgrade, if any, of the portion of the CAD system for FIRE Dispatching Services,
22 (ii) using COUNTY hardware, if any, needed to access the portion of the CAD system for FIRE
23 Dispatching Services, and (iii) the payment of any other costs, expenses, fees, and charges, which
24 may be incurred to make such access to the portion of the CAD system for FIRE Dispatching Services
25 available to CITY, all according to the terms and conditions of such agreement; and (4) the term for
26 such agreement . It is understood such agreement shall not include any grant by COUNTY to CITY of
27 any licenses to any software for the CAD, or of any ownership or other rights in the CAD. The parties
28 shall meet and negotiate in good faith for a mutually-acceptable agreement based on the foregoing

1 terms and conditions in this Section 2.C, provided, however, notwithstanding anything stated to the
2 contrary in this Section 2.C or in this Agreement, each party retains its absolute discretion whether or
3 not to approve and enter into such an agreement.

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

7 **3. TERMINATION**

8 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
9 provided hereunder, are contingent on the approval of funds by the appropriating governmental
10 agency, provided, however, should sufficient funds not be allocated, (i) the services provided may be
11 modified at any time upon the parties' mutual written agreement, or (ii) this Agreement may be
12 terminated at any time by the non-appropriating governmental agency giving at least ninety (90) days
13 advance written notice of an intention to terminate to the other party.

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

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

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

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

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

6 **4. COMPENSATION FOR SERVICES**

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

12 (1) For the period of July 1, 2011 through June 30, 2012, the amount of this
13 Agreement shall not exceed Six Hundred Sixty-Seven Thousand Eight Hundred Thirty-Six and
14 No/100 Dollars (\$667,836.00).

15 (2) For the period of July 1, 2012 through June 30, 2013, the amount of this
16 Agreement shall not exceed Six Hundred Eighty-Seven Thousand Eight Hundred Eighty-Eight and
17 No/100 Dollars (\$687,888.00).

18 (3) For the period of July 1, 2013 through June 30, 2014, the amount of this
19 Agreement shall not exceed Seven Hundred Eight Thousand Five Hundred Sixteen and No/100
20 Dollars (\$708,516.00).

21 B. CITY shall pay COUNTY no later than the fifteenth (15th) day of the month in
22 which the services are provided by COUNTY without the necessity of COUNTY submitting invoices
23 to CITY. All payments shall be remitted to COUNTY at the following address: Department of Public
24 Health – Emergency Medical Services Division, P.O. Box 11867, Fresno CA 93775.

25 **5. INDEPENDENT CONTRACTOR**

26 A. In performance of the work, duties, and obligations assumed by COUNTY under
27 this Agreement, it is mutually understood and agreed that COUNTY, including any and all of
28 COUNTY's officers, agents, and employees will at all times be acting and performing as an

1 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
2 employee, joint venture, partner, or associate of CITY. Furthermore, CITY shall have no right to
3 control or supervise or direct the manner or method by which COUNTY shall perform its work and
4 function, except for COUNTY's compliance with FIRE's Policies and Procedures, herein. However,
5 CITY shall retain the right to administer this Agreement so as to verify that COUNTY is performing
6 its obligations in accordance with the terms and conditions thereof. COUNTY and CITY shall comply
7 with all applicable provisions of law and the rules and regulations, if any, of governmental authorities
8 having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

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

17 **6. MODIFICATION**

18 Any matters of this Agreement may be modified from time to time by the written
19 agreement of all the parties hereto without, in any way, affecting the remainder.

20 **7. HOLD-HARMLESS**

21 A. CITY agrees to indemnify, save, hold harmless, and at COUNTY's request,
22 defend COUNTY, including its officers, agents, and employees, from any and all costs and expenses
23 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
24 COUNTY in connection with the performance, or failure to perform, by CITY, including its officers,
25 agents, or employees under this Agreement, and from any and all costs and expenses (including
26 attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,
27 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
28 CITY, including its officers, agents, or employees under this Agreement; provided nothing herein shall

1 constitute a waiver by CITY of governmental immunities including California Government Code
2 Section 810 et seq.

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

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

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

20 **8. INSURANCE**

21 Without limiting the indemnification of each party as stated in Section 7 above, it is
22 understood and agreed that CITY and COUNTY shall each maintain, at their sole expense, insurance
23 policies or self-insurance programs including, but not limited to, an insurance pooling arrangement
24 and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this
25 agreement. Coverage shall be provided for comprehensive general liability, automobile liability,
26 professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of
27 Insurance or other similar documentation shall not be required of either party under this Agreement,
28 except for Commercial General Liability coverage. Each party will provide the other party with an

1 appropriate Commercial General Liability insurance certificate with limits of not less than One
2 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
3 (\$2,000,000) along with an appropriate endorsement naming the other party as an additional insured
4 on the Commercial General Liability policy. COUNTY shall cause PROVIDER to maintain insurance
5 coverage that is consistent with the EMS PROVIDER Agreement.

6 **9. CONFIDENTIALITY**

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

10 **10. NON-DISCRIMINATION**

11 During the performance of this Agreement, COUNTY shall not unlawfully discriminate
12 against any employee or applicant for employment, or recipient of services, because of race, religion,
13 color, national origin, ancestry, physical disability, medical condition, marital status, age, or gender,
14 pursuant to all applicable State of California and Federal statutes and regulations.

15 **11. RECORDS**

16 Each party shall maintain its records in connection with the respective services referred
17 to under this Agreement. Such records must be maintained for a minimum of three (3) years. Records
18 must also be maintained a minimum of three (3) years after the termination of this Agreement. The
19 party generating the records shall maintain ownership of the records upon termination of this
20 Agreement. This Section 11 shall survive expiration or termination of this Agreement.

21 **12. AUDITS AND INSPECTIONS**

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

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

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

5 **13. PROVIDER**

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

11 **14. FORCE MAJEURE**

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

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

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

1 Agreement.

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

4 **15. NOTICES**

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

<u>COUNTY</u>	<u>CITY</u>
Director, County of Fresno Department of Public Health P.O. Box 11867 Fresno, CA 93775	City of Fresno Attn: City Manager 2600 Fresno Street Fresno, CA 93721

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

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

18 **16. GOVERNING LAW**

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

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

23 **17. SEVERABILITY**

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

26 **18. NON-ASSIGNMENT**

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

1 **19. ENTIRE AGREEMENT**

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

8 **20. NO THIRD PARTY BENEFICIARIES**

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

11 **21. SUPERSEDE**

12 This Agreement shall supersede in its entirety and render null and void the Agreement
13 for fire dispatch services between COUNTY and CITY identified as COUNTY Agreement No. A-08-
14 304, which became effective July 1, 2008.

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

CITY OF FRESNO

COUNTY OF FRESNO

By Mark Scott
Mark Scott, City Manager

By Peter Larson
Chairman, Board of Supervisors

Date: 9-29-11

Date: 6/7/11

REBECCA KLISCH, City Clerk

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Sherrill Badestock, Deputy

By Kelly McCrory, Deputy

Date: 9/30/11

Date: 6/7/11

APPROVED AS TO FORM:
JAMES C. SANCHEZ, CITY ATTORNEY

By Nancy A. Alayor
Senior Deputy

Date: 6/20/11

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

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

Schedule A

Date	Personnel Services	County Services	Payment Amount
Jul 2011	\$53,150	\$2,503	\$55,653
Aug 2011	\$53,150	\$2,503	\$55,653
Sep 2011	\$53,150	\$2,503	\$55,653
Oct 2011	\$53,150	\$2,503	\$55,653
Nov 2011	\$53,150	\$2,503	\$55,653
Dec 2011	\$53,150	\$2,503	\$55,653
Jan 2012	\$53,150	\$2,503	\$55,653
Feb 2012	\$53,150	\$2,503	\$55,653
Mar 2012	\$53,150	\$2,503	\$55,653
Apr 2012	\$53,150	\$2,503	\$55,653
May 2012	\$53,150	\$2,503	\$55,653
Jun 2012	\$53,150	\$2,503	\$55,653
Jul 2012	\$54,745	\$2,579	\$57,324
Aug 2012	\$54,745	\$2,579	\$57,324
Sep 2012	\$54,745	\$2,579	\$57,324
Oct 2012	\$54,745	\$2,579	\$57,324
Nov 2012	\$54,745	\$2,579	\$57,324
Dec 2012	\$54,745	\$2,579	\$57,324
Jan 2013	\$54,745	\$2,579	\$57,324
Feb 2013	\$54,745	\$2,579	\$57,324
Mar 2013	\$54,745	\$2,579	\$57,324
Apr 2013	\$54,745	\$2,579	\$57,324
May 2013	\$54,745	\$2,579	\$57,324
Jun 2013	\$54,745	\$2,579	\$57,324
Jul 2013	\$56,387	\$2,656	\$59,043
Aug 2013	\$56,387	\$2,656	\$59,043
Sep 2013	\$56,387	\$2,656	\$59,043
Oct 2013	\$56,387	\$2,656	\$59,043
Nov 2013	\$56,387	\$2,656	\$59,043
Dec 2013	\$56,387	\$2,656	\$59,043
Jan 2014	\$56,387	\$2,656	\$59,043
Feb 2014	\$56,387	\$2,656	\$59,043
Mar 2014	\$56,387	\$2,656	\$59,043
Apr 2014	\$56,387	\$2,656	\$59,043
May 2014	\$56,387	\$2,656	\$59,043
Jun 2014	\$56,387	\$2,656	\$59,043

AGENDA ITEM NO. 1D
COUNCIL MEETING 06/30/11
APPROVED BY _____

DEPARTMENT DIRECTOR _____

CITY MANAGER _____

June 30, 2011

FROM: JOEL L. ARANAZ, Fire Chief
Fire Department

SUBJECT: RECOMMEND APPROVAL OF THE FIRE DISPATCH CONTRACT BETWEEN
THE CITY OF FRESNO AND THE COUNTY OF FRESNO

RECOMMENDATION

Staff recommends Council approve the contract between the City of Fresno and the County of Fresno for County EMS Communications to continue to provide fire dispatch services to the City beginning July 1, 2011, through June 30, 2014.

EXECUTIVE SUMMARY

Approval of the recommended actions will allow for the continuation of dispatch services for the City of Fresno Fire Department at the Fresno County Emergency Medical Services (EMS) Communications Center. In FY12, the proposed agreement provides for savings of over \$101,600 due to a decrease in County costs related to annual maintenance fees on software, equipment, and personnel. This agreement will supersede in its entirety the current agreement, which will expire December 31, 2011.

BACKGROUND

Beginning in January 2006, the department moved its communications center from the Fresno Police Department to the County EMS communications centers. The benefit to being with Fresno County EMS is it has allowed the Police Department to focus specifically on police dispatching. The merging of service with Fresno County EMS has provided the Fire Department with the opportunity to have a system to better triage medical calls and to expand the regionalization of fire services. The City continued this service arrangement by contracting with the County EMS Communications again in July 2008 through December 31, 2011.

An advantage to a regional dispatch center is the cost savings that can be realized when adjacent agencies enter into a boundary drop relationship. As opposed to an automatic-aid agreement that has many conditions attached to the sharing of services and wastes valuable time in call processing and transferring of calls between centers, a boundary drop agreement means both agencies freely share similar resources across jurisdictional lines with one dispatch center coordinating the response. Because of their geographic location and like levels of service, the Fresno Fire Department and the Clovis Fire Department are both in a position to take advantage of this situation. However, to do so effectively, the departments need to be dispatched by the same communications center. An example of the potential cost savings to be realized under a boundary drop is the ability to share fire station facilities strategically placed along the borders

Presented to City Council

Date 6/30/11

Disposition Rec. approved

REPORT TO CITY COUNCIL

Recommend Approval of the Fire Dispatch Contract between the City of Fresno and the County of Fresno
June 30, 2011

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between the two cities. By sharing the boundary coverage between existing and future fire stations, both agencies may save on the future cost of building and operating additional fire stations. The continued merging of fire/EMS dispatch has provided the opportunity to do this.

Staff was approached by the County about implementing a new agreement effective July 1, 2011, to take advantage of savings the County has experienced due to reduced costs for software, equipment, and personnel. In FY12 alone, the savings are over \$101,600. Staff concurred and the proposed agreement reflects the reduced fees and supersedes the current agreement, which expires December 31, 2011.

FISCAL IMPACT

The net impact to the General Fund is \$667,836 for FY12 (estimated decrease of \$101,664 for FY12), \$687,888 for FY13 and \$708,516 for FY14. The contract provides for annual increases of three percent, and appropriations have been included in the FY12 proposed budget at the reduced fee.

JA:CC:mc 062011

Attachment: Contract