

**AGREEMENT**

This Service Agreement ("Agreement") is dated June 18, 2024 and is between the Laton Community Service District, a community service district created pursuant to Government Code section 61000 et seq. ("District"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

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

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

C. District's Fire Department ("District 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.

D. 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.

E. It is a goal of County and District to maintain a consolidated dispatching services in Fresno County.

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

G. 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 and 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").

1 The parties therefore agree as follows:

2 **Article 1**

3 **District's Responsibilities**

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

6 1.2 **Representation.** The District 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 District 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 Fire Dispatching Services herein, District agrees to pay,  
21 and the County agrees to receive, compensation for the performance of its services under this  
22 Agreement according to Exhibit C to this Agreement, titled "Compensation."

23 3.2 **Maximum Compensation.** The maximum compensation payable to County under  
24 the performance of this Agreement is as follows:

25 For the period of July 1, 2024 through June 30, 2025, the amount of this Agreement  
26 shall not exceed Three Thousand Three Hundred Sixty and 00/100 Dollars (\$3,360.00).

27 For the period of July 1, 2025 through June 30, 2026, the amount of this Agreement  
28 shall not exceed Three Thousand Four Hundred Sixty-Two and 00/100 Dollars (\$3,462.00).

1 For the period of July 1, 2026 through June 30, 2027, the amount of this Agreement  
2 shall not exceed Three Thousand Five Hundred Sixty-Seven and 00/10 Dollars (\$3,567.00).

3 3.3 **Invoices.** County shall invoice District quarterly, addressed to the Laton Community  
4 Services District, P.O. Box 447, Laton, CA 93242, Attention: Fire Chief

5 3.4 **Payment.** Payments by District shall be in arrears, for services provided during the  
6 preceding month, within forty-five (45) days after receipt and verification of County's invoices by  
7 District Fire. All payments shall be remitted to County at the following address: County of  
8 Fresno, Department of Public Health – Emergency Medical Services Division, P.O. Box 11867,  
9 Fresno, California, 93775.

10 3.5 **Incidental Expenses.** The District is solely responsible for all of its costs and  
11 expenses that are not specified as payable by the County under this Agreement.

## 12 **Article 4**

### 13 **Term of Agreement**

14 4.1 **Term.** This Agreement is effective on July 1, 2024 and terminates on June 30, 2027,  
15 except as provided in Article 6, "Termination and Suspension," below.

16 4.2 **Data Upon Termination.** When this Agreement terminates, County shall promptly  
17 provide District with the data generated through the Fire Dispatching Services provided herein in  
18 a commonly usable electronic format.

## 19 **Article 5**

### 20 **Notices**

21 5.1 **Contact Information.** The persons and their addresses having authority to give and  
22 receive notices provided for or permitted under this Agreement include the following:

23 **For the County:**  
24 Director, Department of Public Health  
25 County of Fresno  
26 P.O. Box 11867  
27 Fresno, CA 93775  
28 [CCEMSA@fresnocountyca.gov](mailto:CCEMSA@fresnocountyca.gov)  
Fax: (559) 600-7691

**For the District:**  
Laton Community Services District  
Attn: Fire Chief

1 P.O. Box 447  
2 Laton, CA 93242

3 5.2 **Change of Contact Information.** Either party may change the information in section  
4 5.1 by giving notice as provided in section 5.3.

5 5.3 **Method of Delivery.** Each notice between the County and the District provided for or  
6 permitted under this Agreement must be in writing, state that it is a notice provided under this  
7 Agreement, and be delivered either by personal service, by first-class United States mail, by an  
8 overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
9 Document Format (PDF) document attached to an email.

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

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

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

18 (D) A notice delivered by telephonic facsimile transmission or by PDF document  
19 attached to an email is effective when transmission to the recipient is completed (but, if  
20 such transmission is completed outside of County business hours, then such delivery is  
21 deemed to be effective at the next beginning of a County business day), provided that  
22 the sender maintains a machine record of the completed transmission.

23 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
24 nothing in this Agreement establishes, waives, or modifies any claims presentation  
25 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
26 of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
5 are not allocated, then either party may:

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

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

10 6.2 **Termination for Breach.**

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

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

17 (C) For purposes of this section, a breach occurs when, in the determination of the  
18 County, the District has:

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

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

21 (3) Submitted a substantially incorrect or incomplete report to the County; or

22 (4) Improperly performed any of its obligations under this Agreement.

23 6.3 **Termination without Cause.** Under circumstances other than those set forth above,  
24 this Agreement may be terminated by District or County upon giving the other party at least  
25 ninety (90) days advance written notice of an intention to terminate.

26 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
27 under this Article 6 is without penalty to or further obligation of the County.

28 6.5 **County's Rights upon Termination.** District shall compensate or provide funding to

1 County for Fire Dispatching Services performed prior to termination of this Agreement. This  
2 section survives the termination of this Agreement.

3 **Article 7**

4 **Independent Contractor**

5 7.1 **Status.** In performing under this Agreement, the County, including its officers,  
6 agents, employees, and volunteers, is at all times acting and performing as an independent  
7 contractor, in an independent capacity District, and not as an officer, agent, servant, employee,  
8 joint venturer, partner, or associate of the District.

9 7.2 **Verifying Performance.** The District has no right to control, supervise, or direct the  
10 manner or method of the County's performance under this Agreement, but the District may  
11 verify that the County is performing according to the terms of this Agreement.

12 7.3 **Benefits.** Because of its status as an independent contractor, the County has no  
13 right to employment rights or benefits available to District employees. The County is solely  
14 responsible for providing to its own employees all employee benefits required by law. The  
15 County shall save the District harmless from all matters relating to the payment of County's  
16 employees, including compliance with Social Security withholding and all related regulations.

17 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
18 Agreement, the County may provide services to others unrelated to the District.

19 **Article 8**

20 **Indemnity and Defense**

21 8.1 **Indemnity by District.** The District shall indemnify and hold harmless and defend  
22 the County (including its officers, agents, employees, and volunteers) against all claims,  
23 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,  
24 penalties, and liabilities of any kind to the County, the District, or any third party that arise from  
25 or relate to the performance or failure to perform by the District (or any of its officers, agents,  
26 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
27 its own defense without affecting the District's obligation to indemnify and hold harmless or  
28 defend the County.



1        10.2    **State Audit Requirements.** If the compensation under this Agreement exceeds  
2 \$10,000, the County is subject to the examination and audit of the California State Auditor, as  
3 provided in Government Code section 8546.7, for a period of three years after final payment  
4 under this Agreement.

5        10.3    **Public Records.** The County is not limited in any manner with respect to its public  
6 disclosure of this Agreement or any record or data that the District may provide to the County.  
7 The County’s public disclosure of this Agreement or any record or data that the District may  
8 provide to the County may include but is not limited to the following:

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

12            (B) The County may voluntarily, or upon request by any member of the public or  
13 governmental agency, disclose to the public or such governmental agency any record or  
14 data that the District may provide to the County, unless such disclosure is prohibited by  
15 court order.

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

19            (D) This Agreement, and any record or data that the District may provide to the  
20 County, is subject to public disclosure as a public record under the California Public  
21 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
22 with section 6250) (“CPRA”).

23            (E) This Agreement, and any record or data that the District may provide to the  
24 County, is subject to public disclosure as information concerning the conduct of the  
25 people’s business of the State of California under California Constitution, Article 1,  
26 section 3, subdivision (b).

27            (F) Any marking of confidentiality or restricted access upon or otherwise made with  
28 respect to any record or data that the District may provide to the County shall be

1 disregarded and have no effect on the County's right or duty to disclose to the public or  
2 governmental agency any such record or data.

3 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
4 under the CPRA to publicly disclose any record that is in the District's possession or control,  
5 and which the County has a right, under any provision of this Agreement or applicable law, to  
6 possess or control, then the County may demand, in writing, that the District deliver to the  
7 County, for purposes of public disclosure, the requested records that may be in the possession  
8 or control of the District. Within five business days after the County's demand, the District shall  
9 (a) deliver to the County all of the requested records that are in the District's possession or  
10 control, together with a written statement that the District, after conducting a diligent search, has  
11 produced all requested records that are in the District's possession or control, or (b) provide to  
12 the County a written statement that the District, after conducting a diligent search, does not  
13 possess or control any of the requested records. The District shall cooperate with the County  
14 with respect to any County demand for such records. If the District wishes to assert that any  
15 specific record or data is exempt from disclosure under the CPRA or other applicable law, it  
16 must deliver the record or data to the County and assert the exemption by citation to specific  
17 legal authority within the written statement that it provides to the County under this section. The  
18 District's assertion of any exemption from disclosure is not binding on the County, but the  
19 County will give at least 10 days' advance written notice to the District before disclosing any  
20 record subject to the District's assertion of exemption from disclosure. The District shall  
21 indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA  
22 that results from the District's delay, claim of exemption, failure to produce any such records, or  
23 failure to cooperate with the County with respect to any County demand for any such records.

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

1 10.6 This Article 10 shall survive the expiration or termination of this Agreement.

2 **Article 11**

3 **General Terms**

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

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

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

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

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

20 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

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

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

28 11.9 **Nondiscrimination.** During the performance of this Agreement, the District shall not

1 unlawfully discriminate against any employee or applicant for employment, or recipient of  
2 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
3 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
4 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
5 all applicable State of California and federal statutes and regulation.

6       **11.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
7 of the District under this Agreement on any one or more occasions is not a waiver of  
8 performance of any continuing or other obligation of the District and does not prohibit  
9 enforcement by the County of any obligation on any other occasion.

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

18       **11.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
19 create any rights or obligations for any person or entity except for the parties.

20       **11.13 Authorized Signature.** The District represents and warrants to the County that:

21               (A) The District is duly authorized and empowered to sign and perform its obligations  
22               under this Agreement.

23               (B) The individual signing this Agreement on behalf of the District is duly authorized  
24               to do so and his or her signature on this Agreement legally binds the District to the terms  
25               of this Agreement.

26       **11.14 Electronic Signatures.** The parties agree that this Agreement may be executed by  
27 electronic signature as provided in this section.

28               (A) An “electronic signature” means any symbol or process intended by an individual

1 signing this Agreement to represent their signature, including but not limited to (1) a  
2 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
3 electronically scanned and transmitted (for example by PDF document) version of an  
4 original handwritten signature.

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

10 (C) The provisions of this section satisfy the requirements of Civil Code section  
11 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
12 Part 2, Title 2.5, beginning with section 1633.1).

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

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

20 11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
21 original, and all of which together constitute this Agreement.

## 22 **Article 12**

### 23 **Miscellaneous Provisions**


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




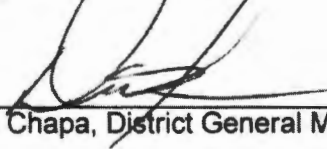
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Laton Community Services District

COUNTY OF FRESNO

3  
4  
5   
Paul Garcia, President of District Board

  
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

6  
7   
Daniel Chapa, District General Manager

6-18-2024  
Date

8 Joanne Rempp, Board Secretary

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

9  
10 By:   
Joanne Rempp

By:   
Deputy

11  
12 Date: May 15, 2024

13 Attn: Fire Department  
14 P.O. Box 447  
15 Laton, CA 93242

16 For accounting use only:

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

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## Exhibit A

### District's Responsibilities

District shall perform the following functions:

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

(2) District Fire shall consult with County's Representative in developing District Fire's Policies and Procedures relating to dispatch only. District shall provide District Fire's Policies and Procedures relating to dispatch to County for review thereof by County's Representative. District shall not approve District 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 District Fire apparatuses or personnel, or amount of District Fire equipment or other resources, that District Fire deems sufficient to respond to any calls for District Fire Dispatching Services, or other District Fire's Policies and Procedures unrelated to dispatch. District Fire shall be reasonable in developing District 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) District shall participate in continuing education and training to County's EMS Communications Center radio operators and staff regarding the dispatching and management of District Fire resources.

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

(5) In the event that District purchases and/or implements software/equipment that requires County to purchase additional software/equipment to accommodate that purchase, then District shall bear full responsibility for any additional costs incurred by County and County shall invoice District for costs incurred.

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

## Exhibit A

1 Center (or other point of District contact, if any) and transferred to County's EMS  
2 Communications Center.

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

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

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## 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 District Fire Dispatching Services in County's EMS Communications Center computer aided dispatch ("CAD") system, in connection with County's performance of its District 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 District purchases and/or obtains software (including software licenses) for sole use by District, then District shall be responsible for on-going maintenance, and replacement costs; and

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

(a) County's EMS Communication Center shall provide all District Fire Dispatching Services in accordance with District Fire's Policies and Procedures affecting District Fire Dispatching Services under this Agreement ("District 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 District Fire's apparatuses through District's radios and electronic communications systems, and in accordance with District 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 District Fire's Policies and Procedures,

## Exhibit B

1 County's EMS Communications Center shall provide pre-arrival instructions to callers  
2 requesting District Fire's services.

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

10 (e) County's EMS Communications Center shall track all activity of  
11 District Fire's apparatuses utilizing the County's EMS Communications Center CAD system.

12 (f) County shall record all telephone and radio transmissions and  
13 provide instant playback as needed. Upon request, County shall provide audio recordings to  
14 District Fire.

15 (g) County shall provide reports to District as requested. County must  
16 be given reasonable time to develop custom reports or reports that are not already developed.

17 (h) County shall provide 1 radio operator for dispatching of District  
18 Fire's apparatuses 24 hours a day, 7 days a week. District understands that the radio operator  
19 is not dedicated for the sole purpose of District and that the radio operator may be dispatching  
20 other fire and EMS providers. District Fire shall work collaboratively with County on policies and  
21 procedures that are consistent with other fire agencies that are being dispatching in County's  
22 EMS Communications Center. County shall provide that dispatching staff shall be training in  
23 emergency fire dispatch.

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

27 (j) County shall maintain an up-to-date manual of District Fire's  
28 Policies and Procedures (subject to review by COUNTY's Representative, as provided in

## Exhibit B

1 paragraph (2) of Exhibit A) for all dispatch staff, and shall provide for training and continuing  
2 education of dispatch staff as needed.

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

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

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

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

## Exhibit C

### Compensation

The County will be compensated for performance of its services under this Agreement as provided in this Exhibit C. The County is not entitled to any compensation except as expressly provided in this Exhibit C.

County will be compensated according to the following schedule:

Payment	Month	Payment Amount
1	Oct 2024	\$840
2	Jan 2025	\$840
3	Apr 2025	\$840
4	Jul 2025	\$840
5	Oct 2025	\$865.50
6	Jan 2026	\$865.50
7	Apr 2026	\$865.50
8	Jul 2026	\$865.50
9	Oct 2026	\$891.75
10	Jan 2027	\$891.75
11	Apr 2027	\$891.75
12	Jul 2027	\$891.75

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

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

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

#### 2. Additional Requirements

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

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volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the District's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

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

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

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

(D) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, each party shall provide to the other party, or ensure that the policy requires the insurer to provide to the other party, written notice of any cancellation or change in the policy as required in this paragraph, not less than 30 days in advance of cancellation or change.

(E) **County's Entitlement to Greater Coverage.** If the District has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both.

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To that end, the District shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (F) **Waiver of Subrogation for District.** The District waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The District is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the District's waiver of subrogation under this paragraph is effective whether or not the District obtains such an endorsement.
- (G) **Waiver of Subrogation for County.** The County waives any right to recover from the District, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The County is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the County's waiver of subrogation under this paragraph is effective whether or not the County obtains such an endorsement.
- (H) **County's Remedy for District's Failure to Maintain.** If the District fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the District.
- (I) **District's Remedy for County's Failure to Maintain.** If the County fails to keep in effect at all times any insurance coverage required under this Agreement, the District may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the County.
- (J) **Subcontractors.** The District shall require and verify that all subcontractors used by the County to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement.