

AGREEMENT

This Service Agreement (“Agreement”) is dated June 18, 2024 and is between the City of Clovis, a California Municipal Corporation (“City”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. City receives calls requesting City’s Fire Department (“City Fire”) for emergency services and emergency medical first responder services (“EMS”).

B. City transfers those calls for EMS to County’s EMS Communications Center for dispatching the appropriate emergency ambulances and equipment.

C. City FIRE continues to desire to receive dispatching services for fire suppression calls, which may include dispatching of non-transport first responder services, (collectively, “City Fire Dispatching Services”) from County’s EMS Communications Center.

D. County has provided City Fire Dispatching Services for City since May 1, 2007, under various agreements between City and County, and the current agreement dated May 11, 2021, will expire on June 30, 2024.

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

F. It is a goal of County and City to maintain consolidated dispatching services in Fresno County, and City and County both desire to enter into this Agreement for County to continue providing City Fire Dispatching Services on the terms and conditions set forth herein.

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

H. 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

1 Services, dated May 16, 2017 (County Agreement No. 17-218), by and between County and
2 Provider, including all amendments thereto (the “EMS Provider Agreement”).

3 The parties therefore agree as follows:

4 **Article 1**

5 **City’s Responsibilities**

6 1.1 The City shall perform all of the services provided in Exhibit A to this Agreement,
7 titled “City’s Responsibilities.”

8 1.2 **Representation.** The City represents that it is qualified, ready, willing, and able to
9 perform all of City’s Responsibilities provided in this Agreement.

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

14 **Article 2**

15 **County’s Services**

16 2.1 The County shall perform all of the services provided in Exhibit B to this Agreement
17 titled “County’s Services.”

18 2.2 **Representation.** The County represents that it is qualified, ready, willing, and able to
19 perform all of County’s Services provided in this Agreement.

20 **Article 3**

21 **Compensation, Invoices, and Payments**

22 3.1 For County’s performance of County’s Services, including City Fire Dispatching
23 Services herein, City agrees to pay, and the County agrees to receive, compensation for the
24 performance of County’s Services under this Agreement according to Exhibit C to this
25 Agreement, titled “Compensation.”

26 3.2 **Maximum Compensation.** The maximum compensation payable to County under
27 the performance of this Agreement is as follows:
28

1 For the period of July 1, 2024 through June 30, 2025, the amount payable to County
2 for County's Services under this Agreement shall not exceed Three Hundred Eighty-Nine
3 Thousand Two Hundred Seventy-Three and 00/100 Dollars (\$389,273.00).

4 For the period of July 1, 2025 through June 30, 2026, the amount payable to County
5 for County's Services under this Agreement shall not exceed Four Hundred Thirty-Five
6 Thousand Nine Hundred Eighty-Six and 00/100 Dollars (\$435,986.00).

7 For the period of July 1, 2026 through June 30, 2027, the amount payable to County
8 for County's Services under this Agreement shall not exceed Four Hundred Eighty-Three
9 Thousand Nine Hundred Forty-Four and 00/10 Dollars (\$483,944.00).

10 **3.3 Performance Standards.** In the event County fails to comply with the performance
11 standards identified within this Agreement, City may begin to withhold Two Hundred Fifty and
12 No/100 Dollars (\$250.00) per day until such time as the non-compliance has been corrected to
13 the satisfaction of the City Fire Chief and the County EMS Director. City must provide County
14 EMS Director with a written notice of non-compliance. Said withholdings may begin thirty (30)
15 days after receipt of notice if non-compliance has not been cured.

16 **3.4 Invoices.** County shall invoice City quarterly as described in the schedule in Exhibit
17 C attached hereto, addressed to the City of Clovis Fire Department, 1233 Fifth Street, Clovis,
18 California, 93612, Attention: Fire Chief

19 **3.5 Payment.** Payments by City shall be in arrears, for services provided during the
20 preceding quarter, within forty-five (45) days after receipt and verification of County's invoices
21 by City Fire. All payments shall be remitted to County at the following address: County of
22 Fresno, Department of Public Health – Emergency Medical Services Division, P.O. Box 11867,
23 Fresno, California, 93775.

24 **3.6 Incidental Expenses.** The City is solely responsible for all of its costs and expenses
25 that are not specified as payable by the County under this Agreement.

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on July 1, 2024 and terminates on June 30, 2027,
4 except as provided in Article 6, "Termination and Suspension," below.

5 4.2 **Data Upon Termination.** When this Agreement terminates, County shall promptly
6 provide City with the data generated through the Fire Dispatching Services provided herein in a
7 commonly usable electronic format.

8 **Article 5**

9 **Notices**

10 5.1 **Contact Information.** The persons and their addresses having authority to give and
11 receive notices provided for or permitted under this Agreement include the following:

12 **For the County:**

13 Director, Department of Public Health
14 County of Fresno
15 P.O. Box 11867
16 Fresno, CA 93775
CCEMSA@fresnocountyca.gov
17 Fax: (559) 600-7691

18 **For the City:**

19 City of Clovis
20 Attn: City Manager
21 1033 Fifth Street
22 Clovis, CA 93612

23 5.2 **Change of Contact Information.** Either party may change the information in section
24 5.1 by giving notice as provided in section 5.3.

25 5.3 **Method of Delivery.** Each notice between the County and the City provided for or
26 permitted under this Agreement must be in writing, state that it is a notice provided under this
27 Agreement, and be delivered either by personal service, by first-class United States mail, by an
28 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
Document Format (PDF) document attached to an email.

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

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

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

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

13 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
14 nothing in this Agreement establishes, waives, or modifies any claims presentation
15 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
16 of Title 1 of the Government Code, beginning with section 810).

17 **Article 6**

18 **Termination and Suspension**

19 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
20 contingent on the approval of funds by the appropriating government agency, provided however,
21 if sufficient funds are not allocated, then either:

22 (A) The services provided under this Agreement may be modified upon the parties'
23 mutual written agreement; or

24 (B) This Agreement may be terminated by the non-appropriating governmental
25 agency giving the other party at least ninety (90) days advance written notice of an
26 intention to terminate.

27 6.2 **Termination for Breach.**

1 (A) Upon determining that a breach (as defined in paragraph (C) below) has
2 occurred, either party may give written notice of the breach to the other party. The
3 written notice may not suspend performance under this Agreement, and must provide at
4 least 30 days for the party to cure the breach.

5 (B) If the party fails to cure the breach to the other party's satisfaction within the time
6 stated in the written notice, the non-breaching party may terminate this Agreement
7 immediately.

8 (C) For purposes of this section, a breach occurs when, in the determination of one
9 party the other party has:

10 (1) Failed to comply with any part of this Agreement;

11 (2) Submitted a substantially incorrect or incomplete report under this
12 Agreement; or

13 (3) Improperly performed any of its obligations under this Agreement.

14 **6.3 Termination without Cause.** Under circumstances other than those set forth above,
15 this Agreement may be terminated by City or County upon giving the other party at least ninety
16 (90) days advance written notice of an intention to terminate.

17 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
18 under this Article 6 is without penalty to or further obligation of the County.

19 **6.5 County's Rights upon Termination.** City shall compensate or provide funding to
20 County for Fire Dispatching Services performed prior to termination of this Agreement. This
21 section survives the termination of this Agreement.

22 **Article 7**

23 **Independent Contractor**

24 **7.1 Status.** In performing under this Agreement, the County, including its officers,
25 agents, employees, and volunteers, is at all times acting and performing as an independent
26 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
27 venturer, partner, or associate of the City.

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

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

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

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

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

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

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the City's possession or control, and
25 which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the City deliver to the County,
27 for purposes of public disclosure, the requested records that may be in the possession or
28 control of the City. Within five business days after the County's demand, the City shall (a)

1 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
2 under this Agreement without the prior written consent of the other party.

3 11.3 **Governing Law.** The laws of the State of California govern all matters arising from
4 or related to this Agreement.

5 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
6 County, California. City consents to California jurisdiction for actions arising from or related to
7 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
8 and maintained in Fresno County.

9 11.5 **Construction.** The final form of this Agreement is the result of the parties' combined
10 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
11 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
12 against either party.

13 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

14 11.7 **Headings.** The headings and section titles in this Agreement are for convenience
15 only and are not part of this Agreement.

16 11.8 **Severability.** If anything in this Agreement is found by a court of competent
17 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
18 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
19 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
20 intent.

21 11.9 **Nondiscrimination.** During the performance of this Agreement, the City shall not
22 unlawfully discriminate against any employee or applicant for employment, or recipient of
23 services, because of race, religious creed, color, national origin, ancestry, physical disability,
24 mental disability, medical condition, genetic information, marital status, sex, gender, gender
25 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
26 all applicable State of California and federal statutes and regulation.

27 11.10 **No Waiver.** Payment, waiver, or discharge by a party of any liability or obligation of a
28 party under this Agreement on any one or more occasions is not a waiver of performance of any

1 continuing or other obligation of a party and does not prohibit enforcement by either party of any
2 obligation on any other occasion.

3 **11.11 Entire Agreement.** This Agreement, including the referenced exhibits incorporated
4 herein, is the entire agreement between the City and the County with respect to the subject
5 matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments,
6 writings, advertisements, publications, and understandings of any nature unless those things
7 are expressly included in this Agreement. If there is any inconsistency between the terms of this
8 Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be
9 resolved by giving precedence first to the terms of this Agreement without its exhibits, and then
10 to the terms of the exhibits.

11 **11.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
12 create any rights or obligations for any person or entity except for the parties.

13 **11.13 Authorized Signature.** The City represents and warrants to the County that:

14 (A) The City is duly authorized and empowered to enter into this Agreement and
15 perform its obligations under this Agreement.

16 (B) Any individual signing this Agreement on behalf of the City is duly authorized to
17 do so and his or her signature on this Agreement legally binds the City to the terms of
18 this Agreement.

19 **11.14 Electronic Signatures.** The parties agree that this Agreement may be executed by
20 electronic signature(s) as provided in this section.

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

26 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
27 equivalent to a valid original handwritten signature of the person signing this Agreement
28 for all purposes, including but not limited to evidentiary proof in any administrative or

1 judicial proceeding, and (2) has the same force and effect as the valid original
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
5 Part 2, Title 2.5, beginning with section 1633.1).

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

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

13 11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
14 original, and all of which together constitute this Agreement.

15 **Article 12**

16 **Miscellaneous Provisions**

17 12.1 **Provider.** The parties hereto acknowledge that Provider, or its replacement, if any
18 during the term of the EMS Provider Agreement, will carry out County's provision of City Fire
19 Dispatching Services herein. In the event of any such replacement of Provider, the replacement
20 EMS Provider Agreement will be on substantially the same terms as the EMS Provider
21 Agreement to the extent that it concerns this Agreement, as provided herein.

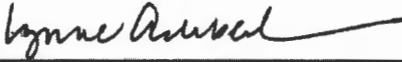
22 12.2 **Force Majeure.**

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

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

2 CITY OF CLOVIS

COUNTY OF FRESNO

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5 Lynne Ashbeck, Mayor



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

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7 

8 John Holt, City Manager

6-18-2024

Date

9
10 Attn: Fire Chief
1233 5th Street
Clovis, CA 93612

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

11
12 By: 
Deputy

13 APPROVED AS TO FORM:

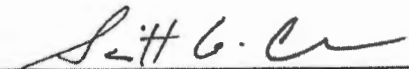
14 
15 Scott G. Cross, City Attorney

Exhibit A

City's Responsibilities

City shall perform the following functions:

(1) Provide all fire suppression services for all fire suppression calls dispatched by County's EMS Communications Center requiring City Fire apparatuses. During specific City events (i.e., Fourth of July, times of local disaster, or a large-scale emergency), City may assign a Command Officer to serve as a Temporary Dispatch Liaison to direct the assignment of City Fire resources, at which time deviation from routine dispatch procedures outlined herein will be granted.

(2) Allow City Radio frequencies to be used by County for the purpose of City Fire Dispatching Services.

(3) Consult with County's Representative in developing and adopting City Fire's Policies and Procedures relating to dispatch only. City must provide its City Fire's Policies and Procedures to County's Representative for review and acceptance that such policies and procedures are substantially consistent with the County's EMS Communication Center's Policies and Procedures, and do not create additional workload for staff or impact other programs in the County's EMS Communications Center.

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

(5) Immediately transfer all calls to City for City Fire calls for service to County's EMS Communications Center.

(6) City shall provide County with data that includes the exact times that EMS and City calls for service 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.

(7) Participate in an internal quality improvement program, which includes the participation of County and Provider.

(8) Provide operation and maintenance of all radio and computer equipment in City Fire apparatuses and fire stations.

Exhibit A

1 (9) Be responsible for all costs associated with maintaining telecommunication
2 lines and equipment between City and EMS Communications Center.

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Exhibit B

County's Services

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

(1) Provide to City dispatching services for fire suppression calls requesting or otherwise requiring response by City Fire apparatuses, which may include dispatching of non-transport first responder services, (collectively, the "City Fire Dispatching Services"). County shall provide City Fire Dispatching Services in accordance with the terms and subject to the conditions set out in this Agreement and using personnel of required skill, experience and qualifications.

(2) Select, configure, install, and maintain all dispatching equipment, hardware, software (including software licenses), and other technologies, except for radio infrastructure purchased by City, which will be utilized for triage and entry of information for City Fire Dispatching Services in County's EMS Communications Center computer-aided dispatch ("CAD") system. All dispatching equipment, hardware, software (including software licenses), and other technologies purchased and/or obtained under this Agreement shall be the sole property of County. The Parties hereby acknowledge that County's provision of City Fire Dispatching Services does not include any County provision of fire suppression services, and that County is providing City Fire Dispatching Services to City on a non-exclusive basis.

(3) Provide all City Fire Dispatching Services through County's EMS Communication Center through City Fire's radios and electronic communications in accordance with City Fire's Policies and Procedures related to dispatch only ("City Fire's Policies and Procedures") and as reviewed and accepted by County's EMS Director or designee (the "County's Representative"), as further provided in Paragraph (2) of Exhibit A herein.

(4) Provide approved pre-arrival instructions to callers requesting City Fire Dispatch Services.

(5) Provide inter-agency coordination regarding requests for fire suppression service, mutual aid and auto aid services, and order specialized fire equipment from City or other agencies (e.g., hazardous materials equipment, or rescue) which may be needed to

Exhibit B

1 manage an incident, and perform other related duties, all in accordance with City Fire's Policies
2 and Procedures.

3 (6) Track all activity of City Fire's apparatuses utilizing the County's EMS
4 Communications Center CAD system.

5 (7) Develop and maintain processes which assist in dispatching signatories to
6 City automatic aid agreements to include those agencies outside the County's EMS
7 Communications Center. Such processes include Automatic Vehicle Location ("AVL"), unit
8 status and some form of CAD to CAD process where call information is automatically shared
9 between agencies regardless of dispatch center location. In the event an automatic aid agency
10 outside County's EMS Communications Center is unable to provide unit AVL and unit status,
11 the Parties agree to meet and confer on how to implement and determine cost sharing to
12 receive this information.

13 (8) Provide notification to chief officers and duty officers as needed for
14 applicable emergency incidents using phone, email, text or other contemporary method of
15 messaging according to City Fire's Policies and Procedures.

16 (9) Provide CAD software which is capable of tracking City's closest fire unit,
17 real-time call data/updates, GIS, radio channel, incident location, and resources.

18 (10) Provide the ability to send response-time data or additional required CAD
19 data to the fire reporting software known as Fire Records Management System ("Fire RMS").
20 The Fire RMS data shall include date and time call received in the secondary Public Safety
21 Answering Point ("PSAP") (i.e., EMS Communications phone pickup), unit alert, unit enroute,
22 unit arrival and unit available, for all units assigned to the call. In addition, it shall send incident
23 location, grid and call nature.

24 (11) Record all telephone and radio transmissions and provide instant playback
25 as needed. County shall retain recordings for a minimum of four (4) years from the date of
26 recording.

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Exhibit B

1 (12) Provide any and all reports at the request of City; provided, however,
2 County must be given reasonable time to develop custom ad hoc reports or reports that are not
3 already developed.

4 (13) County shall provide a radio operator, who is able to dispatch City Fire's
5 apparatuses twenty-four (24) hours a day, seven (7) days a week meeting the one hundred and
6 twenty (120) second total Alarm Handling (TAH) as outlined below. In addition, the goal is for
7 the CLOVIS radio channel to be answered in no more than two attempts. During specific City
8 events (i.e., Fourth of July, times of local disaster, or a large scale emergency), City Fire may
9 assign a Command Officer to serve as a Temporary Dispatch Liaison to direct the assignment
10 of City Fire resources, at which time deviation from routine dispatch procedures outlined herein
11 will be granted. County shall ensure that dispatch staff shall be trained in the National Academy
12 of Emergency Dispatch at the Emergency Fire Dispatcher level or substitute training with
13 approval of City Fire. County shall coordinate emergency services with other public safety
14 answering points (PSAP).

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

18 (15) Maintain an up-to-date manual of City Fire's Policies and Procedures
19 (subject to review by County's Representative, as provided in Paragraph (3) of Exhibit A herein)
20 for all dispatch staff, and provide training and continuing education of dispatch staff as needed.

21 (16) It is the intent of both parties to achieve the recommendations outlined in
22 the National Fire Protection Association ("NFPA") Standard 1221 for the immediate dispatch of
23 a fire apparatus. The Total Alarm Handling (TAH) time will be measured from the time the
24 telephone is answered by the call taker at EMS Communications Center to the time that the first
25 fire apparatus is alerted to the incident either by radio, telephone, station alerting device or any
26 other mutually agreed upon method of alerting. The TAH times shall be one hundred and
27 twenty (120) seconds or less in a minimum of ninety percent (90%) of incidents. The TAH time
28 measurement will exclude reassigned responses and other situations beyond the County's EMS

Exhibit B

1 Communications Center control. County shall review all cases in which dispatches are over one
2 hundred and twenty (120) seconds, and results will be evaluated for improvement opportunities
3 by the Fire Dispatch Continuous Quality Improvement (“CQI”) Committee. The Parties agree to
4 meet and confer to refine the list of situations stated hereinabove where one hundred and
5 twenty (120) second call processing may not be achievable. Modifications may be made to said
6 list of situations upon written mutual agreement between County’s EMS Director or designee,
7 and City’s Fire Chief or designee.

8 (17) Provide monthly reports on City key performance measures and other
9 areas as agreed upon by the Parties.

10 (18) Provide necessary support staff to respond within ten (10) days of a City
11 request for changes in CAD system, including GIS updates, response criteria, update of street
12 layers, CAD/mobile software updates, protocols and CAD/RMS interface(s).

13 (19) Develop a formal quality improvement process that identifies problems by
14 the field, formalizes a tracking mechanism, provides feedback to the sender, determines
15 solutions, establishes timelines for correction, shares the information with all dispatch personnel
16 and formalizes a CQI review of dispatcher performance.

17 (20) County and City will work together with the State of California-CAL OES
18 911 Emergency Communications Branch in order to maintain a secondary Public Safety
19 Answering Point (PSAP) designation for FIRE.

20 (21) County will track all 9-1-1 call data related to FIRE operations
21 (fire/EMS/rescue/hazmat, etc.), that would qualify for State of California-CAL OES 911
22 Emergency Communications Branch funding as a secondary PSAP.

23 (22) If 9-1-1 funds are received by State of California-CAL OES 911 Emergency
24 Communications Branch for the FIRE secondary PSAP designation, the City agrees to allow
25 County to use said funds to enhance FIRE dispatch operations in accordance with the State of
26 California-CAL OES 911 Emergency Communications Branch funding guidelines.

27 (23) Throughout the life of this Agreement, City Fire and County will continue to
28 discuss refinement of the list of situations stated hereinabove where one hundred and twenty

Exhibit B

1 (120) second call processing may not be achievable. Modifications may be made to said list of
2 situations upon written mutual agreement between County's EMS Director, or designee, and
3 City's Fire Chief, or designee.

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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	\$97,318.25
2	Jan 2025	\$97,318.25
3	Apr 2025	\$97,318.25
4	Jul 2025	\$97,318.25
5	Oct 2025	\$108,996.50
6	Jan 2026	\$108,996.50
7	Apr 2026	\$108,996.50
8	Jul 2026	\$108,996.50
9	Oct 2026	\$120,986.00
10	Jan 2027	\$120,986.00
11	Apr 2027	\$120,986.00
12	Jun 2027	\$120,986.00

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 City and County shall maintain, at their sole expense, the following insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities through the term of this Agreement:

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

2. Additional Requirements

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

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insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the City's policy.

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

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

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

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

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

(E) **County's Entitlement to Greater Coverage.** If the City has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the City shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the

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coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

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