

**AGREEMENT**

This Service Agreement ("Agreement") is dated 20 June, 2023 and is between the City of Sanger, 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 both fire suppression services and emergency medical services ("EMS).

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

C. City's Fire Department ("City 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. County has provided dispatching services for City through Agreements and successor Agreements since July 1, 2008.

E. 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.

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

G. It has been determined by City 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 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 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 **City's Responsibilities**

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

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

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

12 **Article 2**

13 **County's Services**

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

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

18 **Article 3**

19 **Compensation, Invoices, and Payments**

20 3.1 For County's performance of Fire Dispatching Services herein, City 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, 2023 through June 30, 2024, the amount of this Agreement  
26 shall not exceed Seventeen Thousand Three Hundred Forty-Six and 00/100 Dollars  
27 (\$17,346.00).

1 For the period of July 1, 2024 through June 30, 2025, the amount of this Agreement  
2 shall not exceed Seventeen Thousand Eight Hundred Sixty-Eight and 00/100 Dollars  
3 (\$17,868.00).

4 For the period of July 1, 2025 through June 30, 2026, the amount of this Agreement  
5 shall not exceed Eighteen Thousand Four Hundred Two and 00/10 Dollars (\$18,402.00).

6 3.3 **Invoices.** County shall invoice City monthly, addressed to the City of Sanger, Fire  
7 Department, 1700 7<sup>th</sup> Street, Sanger, California, 93657, Attention: Fire Chief

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

13 3.5 **Incidental Expenses.** The City is solely responsible for all of its costs and expenses  
14 that are not specified as payable by the County under this Agreement.

#### 15 **Article 4**

#### 16 **Term of Agreement**

17 4.1 **Term.** This Agreement is effective on July 1, 2023 and terminates on June 30, 2026,  
18 except as provided in Article 6, "Termination and Suspension," below.

19 4.2 **Data Upon Termination.** When this Agreement terminates, County shall promptly  
20 provide City with the data generated through the Fire Dispatching Services provided herein in a  
21 commonly usable electronic format.

#### 22 **Article 5**

#### 23 **Notices**

24 5.1 **Contact Information.** The persons and their addresses having authority to give and  
25 receive notices provided for or permitted under this Agreement include the following:

26 **For the County:**  
27 Director, Department of Public Health  
28 County of Fresno  
P.O. Box 11867  
Fresno, CA 93775

1 [CCEMSA@fresnocountyca.gov](mailto:CCEMSA@fresnocountyca.gov)  
2 Fax: (559) 600-7691

3 **For the City:**  
4 City of Sanger  
5 Attn: City Manager  
6 1700 7<sup>th</sup> Street  
7 Sanger, CA 93657

8 5.2 **Change of Contact Information.** Either party may change the information in section  
9 5.1 by giving notice as provided in section 5.3.

10 5.3 **Method of Delivery.** Each notice between the County and the City provided for or  
11 permitted under this Agreement must be in writing, state that it is a notice provided under this  
12 Agreement, and be delivered either by personal service, by first-class United States mail, by an  
13 overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
14 Document Format (PDF) document attached to an email.

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

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

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

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

28 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 6**

4 **Termination and Suspension**

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

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

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

12 **6.2 Termination for Breach.**

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

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

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

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

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

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

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

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





1 by the other party, permit the other party to audit and inspect all such records and data  
2 necessary to ensure the party's compliance with the terms of this Agreement.

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

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

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

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

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

21               (D) This Agreement, and any record or data that the City may provide to the County,  
22 is subject to public disclosure as a public record under the California Public Records Act  
23 (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section  
24 6250) ("CPRA").

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

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

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

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

1 termination of this Agreement. The party generating the records shall maintain ownership of the  
2 records upon termination of this Agreement.

3 10.6 This Article 10 shall survive the expiration or termination of this Agreement.

## 4 **Article 11**

### 5 **General Terms**

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

10 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
11 under this Agreement without the prior written consent of the other party.

12 11.3 **Governing Law.** The laws of the State of California govern all matters arising from  
13 or related to this Agreement.

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

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

22 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

23 11.7 **Headings.** The headings and section titles in this Agreement are for convenience  
24 only and are not part of this Agreement.

25 11.8 **Severability.** If anything in this Agreement is found by a court of competent  
26 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
27 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
28

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3       11.9 **Nondiscrimination.** During the performance of this Agreement, the City shall not  
4 unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

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

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

21       11.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
22 create any rights or obligations for any person or entity except for the parties.

23       11.13 **Authorized Signature.** The City represents and warrants to the County that:

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

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

1 11.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
2 electronic signature as provided in this section.

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

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

13 (C) The provisions of this section satisfy the requirements of Civil Code section  
14 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
15 Part 2, Title 2.5, beginning with section 1633.1).

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

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

23 11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
24 original, and all of which together constitute this Agreement.

## 25 **Article 12**

### 26 **Miscellaneous Provisions**

27 12.1 **Provider.** The parties hereto acknowledge that Provider, or its replacement, if any  
28 during the term of the EMS Provider Agreement, will carry out County’s provision of Fire

1 Dispatching Services herein. In the event of any such replacement of Provider, the replacement  
2 EMS Provider Agreement will be on substantially the same terms as the EMS Provider  
3 Agreement to the extent that it concerns this Agreement, as provided herein.

4 **12.2 Force Majeure.**

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

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

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

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

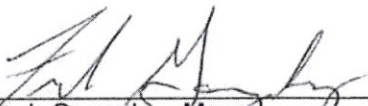
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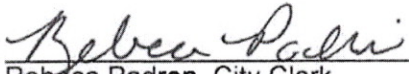
The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF SANGER

COUNTY OF FRESNO

  
\_\_\_\_\_  
Frank Gonzalez, Mayor

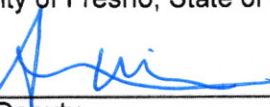
  
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Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

  
\_\_\_\_\_  
Rebeca Padron, City Clerk

6/20/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Tim Chapa, City Manager

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

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

Approved as to Legal Form:  
Sanger City Attorney

6/20/23  
\_\_\_\_\_  
Date

By:   
\_\_\_\_\_  
Hilda Cantu-Montoy

Attn: Fire Department  
1700 7<sup>th</sup> Street  
Sanger, CA 93657

For accounting use only:

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

## Exhibit A

### City's Responsibilities

City shall perform the following functions:

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

(2) City Fire shall consult with County's Representative in developing City Fire's Policies and Procedures relating to dispatch only. City shall provide City Fire's Policies and Procedures relating to dispatch to County for review thereof by County's Representative.

City shall not approve City Fire's Policies and Procedures relating to dispatch until first having conferred with County's Representative and such representative agrees such policies and procedures are not inconsistent with the County's EMS Communication Center's policies and procedures. County's Representative shall have neither the right nor the duty to approve the number of City Fire apparatuses or personnel, or amount of City Fire equipment or other resources, that City Fire deems sufficient to respond to any calls for City Fire Dispatching Services, or other City Fire's Policies and Procedures unrelated to dispatch. City Fire shall be reasonable in developing City Fire's Policies and Procedures relating to dispatch such that those policies and procedures are substantially consistent with County's EMS Communication Center's Policies and Procedures.

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

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

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

## Exhibit A

1                   (6)     City shall provide County with data, which includes the exact times EMS  
2 and fire suppression calls are received at City's Police Department Communications Center (or  
3 other point of City contact, if any) and transferred to County's EMS Communications Center.

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

6                   (8)     City shall be responsible for the provision and maintenance of all radio  
7 and computer equipment in City Fire apparatuses and City 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 City Fire Dispatching Services in County's EMS Communications Center computer aided dispatch ("CAD") system, in connection with County's performance of its City Fire Dispatching Services under this Agreement; and

(2) County shall be responsible for selection, configuration, installation, and maintenance of equipment, hardware, software and other technologies associated with this Agreement. Such equipment, hardware, software (including software licenses), and other technologies purchased and/or obtained by County through this Agreement shall be the sole property of County. In the event City purchases and/or obtains software (including software licenses) for sole use by City, then City shall be responsible for on-going maintenance, and replacement costs; and

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

(a) County's EMS Communication Center shall provide all City Fire Dispatching Services in accordance with City Fire's Policies and Procedures affecting City Fire Dispatching Services under this Agreement ("City Fire's Policies and Procedures") (to the extent that they relate only to dispatch), which shall be subject to review by County's EMS Director, or designee (the "County's Representative"), as provided in Section (2) of Exhibit A.

(b) County's EMS Communication Center shall dispatch City Fire's apparatuses through City's radios and electronic communications systems, and in accordance with City Fire's Policies and Procedures (to the extent that they relate only to dispatch), which shall be subject to review by County's Representative, as provided in Section (2) of Exhibit A.

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

## Exhibit B

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

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

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

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

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

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

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

## Exhibit B

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

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

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

20 It is understood by the parties hereto that County's provision of City Fire  
21 Dispatching Services herein does not include any County provision of fire suppression  
22 services, and that County is providing City Fire Dispatching Services herein to City on a non-  
23 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	Jul 2023	\$1,445.50
2	Aug 2023	\$1,445.50
3	Sep 2023	\$1,445.50
4	Oct 2023	\$1,445.50
5	Nov 2023	\$1,445.50
6	Dec 2023	\$1,445.50
7	Jan 2024	\$1,445.50
8	Feb 2024	\$1,445.50
9	Mar 2024	\$1,445.50
10	Apr 2024	\$1,445.50
11	May 2024	\$1,445.50
12	Jun 2024	\$1,445.50
13	Jul 2024	\$1,489.00
14	Aug 2024	\$1,489.00
15	Sep 2024	\$1,489.00
16	Oct 2024	\$1,489.00
17	Nov 2024	\$1,489.00
18	Dec 2024	\$1,489.00
19	Jan 2025	\$1,489.00
20	Feb 2025	\$1,489.00
21	Mar 2025	\$1,489.00
22	Apr 2025	\$1,489.00
23	May 2025	\$1,489.00
24	Jun 2025	\$1,489.00
25	Jul 2025	\$1,533.50
26	Aug 2025	\$1,533.50
27	Sep 2025	\$1,533.50
28	Oct 2025	\$1,533.50
29	Nov 2025	\$1,533.50
30	Dec 2025	\$1,533.50
31	Jan 2026	\$1,533.50
32	Feb 2026	\$1,533.50
33	Mar 2026	\$1,533.50
34	Apr 2026	\$1,533.50
35	May 2026	\$1,533.50
36	Jun 2026	\$1,533.50

## 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](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 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

## Exhibit D

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 Sanger, 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

## Exhibit D

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.