

## AGREEMENT

This Service Agreement ("Agreement") is dated July 9, 2024 and is between the City of Hanford, a California Municipal Corporation ("City"), and the County of Fresno, a political subdivision of the State of California ("County").

### Recitals

A. City desires to establish this Agreement with County, and County has the capability and capacity to provide certain dispatching services for fire suppression calls, which may include dispatching of non-transport first responder services from County's EMS Communications Center

B. It is to the mutual benefit and in the best interest of the Parties to have a combined EMS and City's Fire Dispatching Service for the purpose of providing improved services to the public.

C. It is a goal of the Parties to maintain consolidated dispatching services in Kings County, and the Parties have determined 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.

D. 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").

The parties therefore agree as follows:

### Article 1

#### City's Responsibilities

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

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

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

## Article 2

## County's Services

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

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

### Article 3

## Compensation, Invoices, and Payments

3.1 For County's performance of Fire Dispatching Services herein, City agrees to pay, and the County agrees to receive, compensation for the performance of its services under this Agreement according to Exhibit C to this Agreement, titled "Compensation."

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

For the period of July 1, 2024 through June 30, 2025, the amount of this Agreement shall not exceed Two Hundred Fifty-Six Thousand Three Hundred Twenty and 00/100 Dollars (\$256,320.00).

For the period of July 1, 2025 through June 30, 2026, the amount of this Agreement shall not exceed Two Hundred Sixty-Four Thousand Nine and 00/100 Dollars (\$264,009.00).

For the period of July 1, 2026 through June 30, 2027, the amount of this Agreement shall not exceed Two Hundred Seventy-One Thousand Nine Hundred Twenty-Nine and 00/10 Dollars (\$271,929.00).

3.3 **Invoices.** County shall invoice City monthly, addressed to the City of Hanford Fire Department, 350 W Grangeville Blvd, Hanford, California, 93230, Attention: Fire Chief

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

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

## Article 4

## Term of Agreement

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

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

## Article 5

## Notices

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

**For the County:**

Director, Department of Public Health

County of Fresno

P.O. Box 11867

Fresno, CA 93775

[CCEMSA@fresnocountyca.gov](mailto:CCEMSA@fresnocountyca.gov)

Fax: (559) 600-7691

**For the City:**

City of Hanford

Attn: Fire Chief

350 W Grangeville Blvd

Hanford, CA 93230

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

5.3 **Method of Delivery.** Each notice between the County and the City provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an 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.

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

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

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

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

## Article 6

## Termination and Suspension

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

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

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

4 **6.2 Termination for Breach.**

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

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

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

- 13 (1) Obtained or used funds illegally or improperly;
- 14 (2) Failed to comply with any part of this Agreement;
- 15 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 16 (4) Improperly performed any of its obligations under this Agreement.

17 **6.3 Termination without Cause.** Under circumstances other than those set forth above,  
18 this Agreement may be terminated by City or County upon giving the other party at least ninety  
19 (90) days advance written notice of an intention to terminate.

20 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
21 under this Article 6 is without penalty to or further obligation of the County.

22 **6.5 County's Rights upon Termination.** City shall compensate or provide funding to  
23 County for Fire Dispatching Services performed prior to termination of this Agreement. This  
24 section survives the termination of this Agreement.

25 **Article 7**

26 **Independent Contractor**

27 **7.1 Status.** In performing under this Agreement, the County, including its officers,  
28 agents, employees, and volunteers, is at all times acting and performing as an independent

1 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
2 venturer, partner, or associate of the City.

3 7.2 **Verifying Performance.** The City has no right to control, supervise, or direct the  
4 manner or method of the County's performance under this Agreement, but the City may verify  
5 that the County is performing according to the terms of this Agreement.

6 7.3 **Benefits.** Because of its status as an independent contractor, the County has no  
7 right to employment rights or benefits available to City employees. The County is solely  
8 responsible for providing to its own employees all employee benefits required by law. The  
9 County shall save the City harmless from all matters relating to the payment of County's  
10 employees, including compliance with Social Security withholding and all related regulations.

11 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
12 Agreement, the County may provide services to others unrelated to the City.

## 13 **Article 8**

### 14 **Indemnity and Defense**

15 8.1 **Indemnity by City.** The City shall indemnify and hold harmless and defend the  
16 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
17 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
18 liabilities of any kind to the County, the City, or any third party that arise from or relate to the  
19 performance or failure to perform by the City (or any of its officers, agents, subcontractors, or  
20 employees) under this Agreement. The County may conduct or participate in its own defense  
21 without affecting the City's obligation to indemnify and hold harmless or defend the County.

22 8.2 **Indemnity by County.** The County shall indemnify and hold harmless and defend  
23 the City (including its officers, agents, employees, and volunteers) against all claims, demands,  
24 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
25 liabilities of any kind to the City, the County, or any third party that arise from or relate to the  
26 performance or failure to perform by the County (or any of its officers, agents, subcontractors,  
27 employees, or Provider) under this Agreement. The City may conduct or participate in its own  
28

1 defense without affecting the County's obligation to indemnify and hold harmless or defend the  
2 City.

3       8.3     **Concurrent Negligence.** In the event of concurrent negligence on the part of County  
4 or any of its officers, agents or employees, or Provider, and of City or any of its officers, agents,  
5 or employees, the liability for any and all such claims, demands and actions in law or equity for  
6 such costs and expenses (including attorneys' fees and costs), damages, and losses shall be  
7 apportioned under the State of California's theory of comparative negligence as presently  
8 established or as may be modified hereafter.

9       8.4     **Survival.** This Article 8 survives the termination of this Agreement.

## 10                               **Article 9**

### 11                               **Insurance**

12       9.1     The Parties shall comply with all the insurance requirements in Exhibit D to this  
13 Agreement.

## 14                               **Article 10**

### 15                               **Inspections, Audits, and Public Records**

16       10.1    **Inspection of Documents.** During the term of this Agreement and for a period of  
17 three (3) years after final payment under this Agreement, each party shall at any time during  
18 business hours, and as often as the other party may deem necessary, make available to the  
19 other party for examination all of the party's records and data with respect to the matters  
20 covered by this Agreement. During the same period of time, each party shall also, upon request  
21 by the other party, permit the other party to audit and inspect all such records and data  
22 necessary to ensure the party's compliance with the terms of this Agreement.

23       10.2    **State Audit Requirements.** If the compensation under this Agreement exceeds  
24 \$10,000, the County is subject to the examination and audit of the California State Auditor, as  
25 provided in Government Code section 8546.7, for a period of three years after final payment  
26 under this Agreement.

27       10.3    **Public Records.** The County is not limited in any manner with respect to its public  
28 disclosure of this Agreement or any record or data that the City may provide to the County. The

County's public disclosure of this Agreement or any record or data that the City may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

**10.4 Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the City's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the City deliver to the County,



for purposes of public disclosure, the requested records that may be in the possession or control of the City. Within five business days after the County's demand, the City shall (a) deliver to the County all of the requested records that are in the City's possession or control, together with a written statement that the City, after conducting a diligent search, has produced all requested records that are in the City's possession or control, or (b) provide to the County a written statement that the City, after conducting a diligent search, does not possess or control any of the requested records. The City shall cooperate with the County with respect to any County demand for such records. If the City wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The City's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the City before disclosing any record subject to the City's assertion of exemption from disclosure. The City shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the City's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

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

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

## Article 11

## General Terms

11.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is effective, except by written agreement signed

1 by both parties. The City acknowledges that County employees have no authority to modify this  
2 Agreement except as expressly provided in this Agreement.

3 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
4 under this Agreement without the prior written consent of the other party.

5 11.3 **Governing Law.** The laws of the State of California govern all matters arising from  
6 or related to this Agreement.

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

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

15 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

16 11.7 **Headings.** The headings and section titles in this Agreement are for convenience  
17 only and are not part of this Agreement.

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

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

1        11.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
2 of the City under this Agreement on any one or more occasions is not a waiver of performance  
3 of any continuing or other obligation of the City and does not prohibit enforcement by the County  
4 of any obligation on any other occasion.

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

13        11.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
14 create any rights or obligations for any person or entity except for the parties.

15        11.13 **Authorized Signature.** The City represents and warrants to the County that:

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

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

21        11.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
22 electronic signature as provided in this section.

23            (A) An "electronic signature" means any symbol or process intended by an individual  
24            signing this Agreement to represent their signature, including but not limited to (1) a  
25            digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
26            electronically scanned and transmitted (for example by PDF document) version of an  
27            original handwritten signature.  
28

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section  
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

16 11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
17 original, and all of which together constitute this Agreement.

## 18 **Article 12**

### 19 **Miscellaneous Provisions**

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

#### 25 12.2 **Force Majeure.**

26 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to  
27 carry out its obligations under this Agreement, that party shall give to the other party hereto  
28 prompt written notice of the Force Majeure with full particulars relating thereto. Thereupon, the

1 obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall  
2 be suspended during, but no longer than, the continuance of the Force Majeure, except for a  
3 reasonable time thereafter required to resume performance.

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

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

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

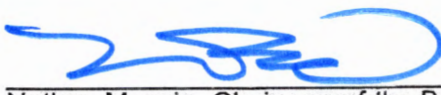
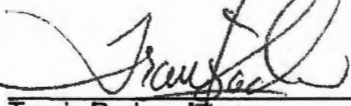
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The parties are signing this Agreement on the date stated in the introductory clause.

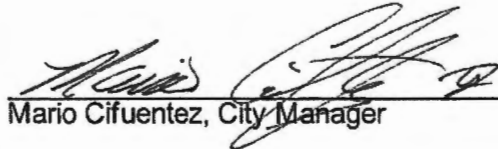
CITY OF HANFORD

COUNTY OF FRESNO



Travis Paden, Mayor

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



7/9/2024  
Date

Mario Cifuentes, City Manager

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

Attn: Fire Chief  
350 W Grangeville Blvd  
Hanford, CA 93230

By:   
Deputy

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

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

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

## 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.

## 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) Provide a radio operator to dispatch City Fire's apparatuses twenty-four  
5 (24) hours a day, seven (7) days a week, meeting the one hundred and twenty (120) second  
6 total Alarm Handling (TAH) as outlined below. All radio operators and call-takers must be  
7 certified by the National Academy of Emergency Dispatch at the Emergency Fire Dispatcher  
8 level, or substitute training with prior approval of City. County shall provide a radio operator, who  
9 is able to dispatch City Fire's apparatuses twenty-four (24) hours a day, seven (7) days a week.  
10 Under this Agreement, City shall compensate County for a dedicated radio operator to City's  
11 radio channel twelve (12) consecutive hours each day. The intent of the County is to combine  
12 dispatch services of City Fire with dispatch services of another fire department that also has a  
13 12-hour dedicated radio operator to create a dedicated 24-hour radio operator that is committed  
14 to both departments. In the event that City or the other department no longer desires this  
15 arrangement, City will revert to a dedicated 12-hour radio operator, which City shall determine  
16 the specific start and end times. The remaining 12 hours will be combined with other  
17 departments on a non-dedicated basis.

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

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

24 (16) It is the intent of both parties to achieve the recommendations outlined in  
25 the National Fire Protection Association ("NFPA") Standard 1221 for the immediate dispatch of  
26 a fire apparatus. The Total Alarm Handling (TAH) time will be measured from the time the  
27 telephone is answered by the call taker at EMS Communications Center to the time that the first  
28 fire apparatus is alerted to the incident either by radio, telephone, station alerting device or any

## Exhibit B

1 other mutually agreed upon method of alerting. The TAH times shall be one hundred and  
2 twenty (120) seconds or less in a minimum of ninety percent (90%) of incidents. The TAH time  
3 measurement will exclude reassigned responses and other situations beyond the County's EMS  
4 Communications Center control. County shall review all cases in which dispatches are over one  
5 hundred and twenty (120) seconds, and results will be evaluated for improvement opportunities  
6 by the Fire Dispatch Continuous Quality Improvement ("CQI") Committee. The Parties agree to  
7 meet and confer to refine the list of situations stated hereinabove where one hundred and  
8 twenty (120) second call processing may not be achievable. Modifications may be made to said  
9 list of situations upon written mutual agreement between County's EMS Director or designee,  
10 and City's Fire Chief or designee.

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

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

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

## 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 2024	\$21,360
2	Aug 2024	\$21,360
3	Sep 2024	\$21,360
4	Oct 2024	\$21,360
5	Nov 2024	\$21,360
6	Dec 2024	\$21,360
7	Jan 2025	\$21,360
8	Feb 2025	\$21,360
9	Mar 2025	\$21,360
10	Apr 2025	\$21,360
11	May 2025	\$21,360
12	Jun 2025	\$21,360
13	Jul 2025	\$22,001
14	Aug 2025	\$22,001
15	Sep 2025	\$22,001
16	Oct 2025	\$22,001
17	Nov 2025	\$22,001
18	Dec 2025	\$22,001
19	Jan 2026	\$22,001
20	Feb 2026	\$22,001
21	Mar 2026	\$22,001
22	Apr 2026	\$22,001
23	May 2026	\$22,001
24	Jun 2026	\$22,001
25	Jul 2026	\$22,661
26	Aug 2026	\$22,661
27	Sep 2026	\$22,661
28	Oct 2026	\$22,661
29	Nov 2026	\$22,661
30	Dec 2026	\$22,661
31	Jan 2027	\$22,661
32	Feb 2027	\$22,661
33	Mar 2027	\$22,661
34	Apr 2027	\$22,661
35	May 2027	\$22,661
36	Jun 2027	\$22,661

# Exhibit D

## Insurance Requirements

### 1. Required Policies

Without limiting the indemnification of each party as stated in Article 8 above, it is understood and agree 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 Hanford, 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.