



# Board Agenda Item 56

DATE: June 22, 2021

TO: Board of Supervisors

SUBMITTED BY: David Luchini, RN, PHN, Interim Director, Department of Public Health

SUBJECT: Dispatch Services for the City of Fresno Fire Department

RECOMMENDED ACTION(S):

- 1. Approve and authorize the Chairman to execute a revenue Agreement with the City of Fresno for dispatching services for the City of Fresno Fire Department through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2021 through June 30, 2022, plus two optional one-year extensions, total not to exceed \$2,536,920.**
- 2. Approve and authorize the Chairman to execute an Agreement with K.W.P.H. Enterprises, d.b.a. American Ambulance, for City of Fresno Fire Department dispatching services through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2021 through June 30, 2022, plus two optional one-year extensions, total not to exceed \$2,328,570.**

There is no additional Net County Cost associated with the recommended actions. Approval of the first recommended action will allow the continuation of dispatch services for the City of Fresno Fire Department through the Fresno County Emergency Medical Services (EMS) Communications Center. Approval of the second recommended action will allow the Department of Public Health to contract with American Ambulance for City of Fresno fire dispatch services. The proposed agreement with American Ambulance allows the County to pass-through funds received from the City of Fresno for reimbursement of personnel and dispatch costs provided by American Ambulance, retaining a portion to offset County costs. Both Agreements have a one-year term with two one-year extension options. This item is countywide.

ALTERNATIVE ACTION(S):

There are no viable alternative actions. Should your Board not approve the recommended actions, the City of Fresno would need to find another dispatch center for the fire department.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended actions. The recommended revenue agreement with the City of Fresno will provide a yearly total of \$845,640; \$776,190 will fund the agreement with American Ambulance and \$69,450 will be retained by the Department to offset County costs including personnel and radio equipment. The maximum yearly amount of the recommended agreement with American Ambulance is \$776,190 and will be fully offset with pass-through revenue received from the City of Fresno agreement. The Agreement includes two one-year extension options and outlines the process to negotiate any modification to costs for dispatch services prior to the end of each fiscal year. Sufficient appropriations and estimated revenues will be included in the Department's Org 5620 FY 2021-22 Requested Budget.

DISCUSSION:

The Fresno County EMS Communications Center is a regional dispatch center responsible for the management and dispatch of all ambulance requests in Fresno, Kings, and Madera Counties. The Center began dispatching services for the City of Fresno Fire Department in February 2006, and the current agreements for services were approved by your Board on August 7, 2018. The emergency medical and fire dispatch service combination continues to be very effective and the City, County, and American Ambulance wish to continue the services.

The proposed agreement with the City of Fresno would allow the City to continue contracting with the County for fire dispatching services utilizing the Fresno County EMS Communications Center, which is staffed and operated by American Ambulance under its exclusive operating agreement with the County. The proposed agreement with American Ambulance for fire dispatch services allows the County to pass-through funds received from the City of Fresno to American Ambulance for dispatch services.

The proposed agreement with the City of Fresno can be terminated without cause by either party with a ninety-day written notice, and either party may terminate the contract if the other party commits a material breach by providing a ten-day written notice, unless the breaching party cures the breach within the ten days. The proposed American Ambulance agreement can be terminated without cause by either party with a sixty-day written notice, and either party may terminate the contract if the other party commits a material breach by providing a seven-day written notice, unless the breaching party cures the breach within seven days.

The proposed City of Fresno agreement contains a mutual hold harmless clause and in the event of an act of God, act of public enemy, or other extraordinary cause not reasonably within the control of either party. The proposed American Ambulance agreement contains a non-standard hold harmless clause. Both of the proposed agreements contain a force majeure clause, which excuses the parties' performance under the agreement. The insurance requirements in the proposed American Ambulance agreement deviate from the County's standard requirements in that they require American Ambulance to maintain the same coverage and requirements identified in its exclusive ambulance agreement with the County, which includes any changes in the future. The insurance requirements in the proposed City of Fresno agreement deviate from the County's standard requirements in that they are consistent with insurance requirements in a similar agreement between the County and the City of Clovis. The proposed agreements also deviate from the County's standard agreement of three-year base with two one-year extensions due to a request for a shorter term by the City of Fresno. The proposed Agreement will be effective July 1, 2021 through June 30, 2022 with an option of two one-year extensions. While the deviations from the County's standard agreement language are not recommended by Risk Management, DPH believes that the benefits of the recommended agreements outweigh any potential risks and recommends approval of the agreements as a prudent business decision.

REFERENCE MATERIAL:

BAI #48, August 7, 2018

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with City of Fresno  
On file with Clerk - Agreement with American Ambulance

CAO ANALYST:

Ron Alexander