

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February, 2022, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as “COUNTY,” and the **CITY OF HANFORD**, a California Municipal Corporation, whose address is 315 N Douty Street, Hanford, California 93230, hereinafter referred to as “CITY”. Both COUNTY and CITY may hereinafter be referred to collectively as “Parties,” or individually, a “Party”.

WITNESSETH:

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, 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 Provider Agreement for Emergency Ambulance Services (Fresno County Agreement No. A-17-218), dated May 16, 2017 (the “EMS PROVIDER Agreement”), including amendments, by and between COUNTY and PROVIDER.

NOW, THEREFORE, in consideration of their mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES

A. COUNTY shall provide to CITY dispatching services for fire suppression calls

1 requesting or otherwise requiring response by CITY FIRE apparatuses, which may include dispatching
2 of non-transport first responder services, (collectively, the “CITY FIRE Dispatching Services”).
3 COUNTY shall provide CITY FIRE Dispatching Services in accordance with the terms and subject to
4 the conditions set out in this Agreement and using personnel of required skill, experience and
5 qualifications.

6 B. COUNTY shall:

7 (1) Select, configure, install, and maintain all dispatching equipment,
8 hardware, software (including software licenses), and other technologies, except for radio infrastructure
9 purchased by CITY, which will be utilized for triage and entry of information for CITY FIRE
10 Dispatching Services in COUNTY’s EMS Communications Center computer-aided dispatch (“CAD”)
11 system. All dispatching equipment, hardware, software (including software licenses), and other
12 technologies purchased and/or obtained under this Agreement shall be the sole property of COUNTY.
13 The Parties hereby acknowledge that COUNTY’s provision of CITY FIRE Dispatching Services does
14 not include any COUNTY provision of fire suppression services, and that COUNTY is providing CITY
15 FIRE Dispatching Services to CITY on a non-exclusive basis.

16 (2) Provide all CITY FIRE Dispatching Services through COUNTY’s EMS
17 Communication Center through CITY FIRE’s radios and electronic communications in accordance
18 with CITY FIRE’s Policies and Procedures *related to dispatch only* (“CITY FIRE’s Policies and
19 Procedures”) and as reviewed and accepted by COUNTY’s EMS Director or designee (the
20 “COUNTY’s Representative”), as further provided in Section 1.C.(3) herein.

21 (3) Provide approved pre-arrival instructions to callers requesting CITY
22 FIRE Dispatch Services.

23 (4) Provide inter-agency coordination regarding requests for fire suppression
24 service, mutual aid and auto aid services, and order specialized fire equipment from CITY or other
25 agencies (*e.g.*, hazardous materials equipment, or rescue) which may be needed to manage an incident,
26 and perform other related duties, all in accordance with CITY FIRE’s Policies and Procedures.

27 (5) Track all activity of CITY FIRE’s apparatuses utilizing the COUNTY’s
28 EMS Communications Center CAD system.

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

8 (7) Provide notification to chief officers and duty officers as needed for
9 applicable emergency incidents using phone, email, text or other contemporary method of messaging
10 according to CITY FIRE's Policies and Procedures.

11 (8) Provide CAD software which is capable of tracking CITY's closest fire
12 unit, real-time call data/updates, GIS, radio channel, incident location, and resources.

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

19 (10) Record all telephone and radio transmissions and provide instant
20 playback as needed. COUNTY shall retain recordings for a minimum of four (4) years from the date of
21 recording.

22 (11) Provide any and all reports at the request of CITY; provided, however,
23 COUNTY must be given reasonable time to develop custom ad hoc reports or reports that are not
24 already developed.

25 (12) Provide a radio operator to dispatch CITY FIRE's apparatuses twenty-
26 four (24) hours a day, seven (7) days a week, meeting the one hundred and twenty (120) second total
27 Alarm Handling (TAH) as outlined below. All radio operators and call-takers must be certified by the
28 National Academy of Emergency Dispatch at the Emergency Fire Dispatcher level, or substitute

1 training with prior approval of CITY. COUNTY shall provide a radio operator, who is able to dispatch
2 CITY FIRE's apparatuses twenty-four (24) hours a day, seven (7) days a week. Under this Agreement,
3 CITY shall compensate COUNTY for a dedicated radio operator to CITY'S radio channel twelve (12)
4 consecutive hours each day. The intent of the COUNTY is to combine dispatch services of CITY FIRE
5 with dispatch services of another fire department that also has a 12-hour dedicated radio operator to
6 create a dedicated 24-hour radio operator that is committed to both departments. In the event that
7 CITY or the other department no longer desires this arrangement, CITY will revert to a dedicated 12-
8 hour radio operator, which CITY shall determine the specific start and end times. The remaining 12
9 hours will be combined with other departments on a non-dedicated basis.

10 (13) Provide a minimum of one (1) dispatch supervisor who shall be on duty
11 at COUNTY's EMS Communications Center twenty-four (24) hours a day, seven (7) days a week and
12 available to CITY's on-duty fire administration as needed.

13 (14) Maintain an up-to-date manual of CITY FIRE's Policies and Procedures
14 (subject to review by COUNTY's Representative, as provided in Section 1.C.2 herein) for all dispatch
15 staff, and provide training and continuing education of dispatch staff as needed.

16 (15) It is the intent of both parties to achieve the recommendations outlined in
17 the National Fire Protection Association ("NFPA") Standard 1221 for the immediate dispatch of a fire
18 apparatus. The Total Alarm Handling (TAH) time will be measured from the time the telephone is
19 answered by the call taker at EMS Communications Center to the time that the first fire apparatus is
20 alerted to the incident either by radio, telephone, station alerting device or any other mutually agreed
21 upon method of alerting. The TAH times shall be one hundred and twenty (120) seconds or less in a
22 minimum of ninety percent (90%) of incidents. The TAH time measurement will exclude reassigned
23 responses and other situations beyond the COUNTY's EMS Communications Center control. COUNTY
24 shall review all cases in which dispatches are over one hundred and twenty (120) seconds, and results will
25 be evaluated for improvement opportunities by the Fire Dispatch Continuous Quality Improvement
26 ("CQI") Committee. The Parties agree to meet and confer to refine the list of situations stated
27 hereinabove where one hundred and twenty (120) second call processing may not be achievable.

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1 Modifications may be made to said list of situations upon written mutual
2 agreement between COUNTY's EMS Director or designee, and CITY's Fire Chief or designee.

3 (16) Provide monthly reports on CITY key performance measures and other
4 areas as agreed upon by the Parties.

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

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

12 C. CITY shall:

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

19 (2) Allow CITY Radio frequencies to be used by COUNTY for the purpose
20 of CITY Fire Dispatching Services.

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

27 (4) Provide continuing education and training to COUNTY's EMS
28 Communications Center radio operators and staff regarding the dispatching and management of CITY

1 FIRE resources.

2 (5) Immediately transfer all calls to CITY for CITY FIRE calls for service to
3 COUNTY's EMS Communications Center.

4 (6) Participate in an internal quality improvement program, which includes
5 the participation of COUNTY and PROVIDER.

6 (7) Provide operation and maintenance of all radio and computer equipment
7 in CITY FIRE apparatuses and fire stations.

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

10 **2. TERM**

11 A. The term of this Agreement shall be for a period of two (2) years and four (4)
12 months, commencing on March 14, 2022 through and including June 30, 2024 unless sooner terminated
13 under Section 3.

14 B. Upon the expiration or termination of this Agreement, CITY shall compensate or
15 provide funding to COUNTY for any services performed or costs incurred under this Agreement, and
16 COUNTY shall promptly provide CITY with the data generated through the CITY FIRE Dispatching
17 Services provided herein in a commonly usable electronic format.

18 **3. TERMINATION**

19 A. Non-Allocation of Funds. The terms of this Agreement, and the services to be
20 provided hereunder, are contingent on the approval of funds by the appropriating governmental agency;
21 provided however, should sufficient funds not be allocated, (i) the services provided may be modified
22 at any time upon the Parties' mutual written agreement, or (ii) this Agreement may be terminated at any
23 time by CITY by providing at least ninety (90) days advance written notice of an intention to terminate
24 to COUNTY.

25 B. Termination Without Cause. This Agreement may be terminated by either Party
26 by providing at least ninety (90) days advance written notice of an intention to terminate to the other
27 Party.

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1 C. Material Breach. Either Party may terminate this Agreement at any time for
2 cause for the other Party's material breach of its obligations herein if not less than thirty (30) days
3 advance written notice has been given to the other Party and such breach remains uncured within that
4 thirty (30) day period. The Party receiving such notice may respond to said notice and any charges
5 contained therein within that thirty (30) day period.

6 **4. COMPENSATION FOR SERVICES**

7 A. For COUNTY'S performance of CITY FIRE Dispatching Services herein, CITY
8 agrees to pay COUNTY and COUNTY agrees to receive compensation pursuant to Schedule A,
9 attached hereto and incorporated herein by this reference. The maximum total annual compensation for
10 COUNTY'S performance of CITY FIRE Dispatching Services under this Agreement is as follows:

11 (1) For the period of March 1, 2022 through June 30, 2022, the amount of
12 this Agreement shall not exceed Sixty Thousand, Four Hundred Fifty-Four Dollars and 00/100 Dollars
13 (\$60,454.00).

14 (2) For the period of July 1, 2022 through June 30, 2023, the amount of this
15 Agreement shall not exceed Two Hundred and Five Thousand, Six Hundred Thirty-Eight and 00/100
16 Dollars (\$205,638.00).

17 (3) For the period of July 1, 2023 through June 30, 2024, the amount of this
18 Agreement shall not exceed Two Hundred and Eight Thousand, Seven Hundred Twenty-Two and
19 00/100 Dollars (\$208,722.00).

20 B. In the event COUNTY fails to comply with the performance standards identified
21 within this Agreement, CITY may begin to withhold Two Hundred Fifty and 00/100 Dollars (\$250.00)
22 per day until such time as the non-compliance has been corrected to the satisfaction of the CITY Fire
23 Chief and the COUNTY EMS Director. CITY must provide COUNTY EMS Director with a written
24 notice of non-compliance. Said withholdings may begin thirty (30) days after receipt of notice if non-
25 compliance has not been cured.

26 C. Payments by CITY shall be paid in arrears, for services provided during the
27 preceding month, and payable within forty-five (45) days after receipt and verification by CITY of an
28 invoice from COUNTY accompanied by documentation reasonably requested by CITY evidencing all

1 charges. All payments shall be remitted to COUNTY at the following address: County of Fresno,
2 Department of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno,
3 California, 93775.

4 **5. INVOICING**

5 COUNTY shall invoice CITY monthly, addressed to City of Hanford Fire Dept, 350 W
6 Grangeville Blvd, Hanford, California 93230, Attention: Fire Chief.

7 **6. INDEPENDENT CONTRACTOR:**

8 In performance of the work, duties and obligations assumed by CITY under this
9 Agreement, it is mutually understood and agreed that CITY, including any and all of the CITY'S
10 officers, agents, and employees will at all times be acting and performing as an independent contractor,
11 and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,
12 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or
13 supervise or direct the manner or method by which CITY shall perform its work and function.
14 However, COUNTY shall retain the right to administer this Agreement so as to verify that CITY is
15 performing its obligations in accordance with the terms and conditions thereof.

16 CITY and COUNTY shall comply with all applicable provisions of law and the rules and
17 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

18 Because of its status as an independent contractor, CITY shall have absolutely no right to
19 employment rights and benefits available to COUNTY employees. CITY shall be solely liable and
20 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
21 addition, CITY shall be solely responsible and save COUNTY harmless from all matters relating to
22 payment of CITY'S employees, including compliance with Social Security withholding and all other
23 regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY
24 may be providing services to others unrelated to the COUNTY or to this Agreement.

25 **7. MODIFICATION**

26 Any matters of this Agreement may be modified from time to time by the written
27 consent of all the Parties without, in any way, affecting the remainder.

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1 **8. NON ASSIGNMENT**

2 Neither Party shall assign, transfer or subcontract this Agreement nor their rights or duties
3 under this Agreement without the prior written consent of the other Party.

4 **9. HOLD-HARMLESS**

5 A. CITY agrees to indemnify, save, hold harmless, and at COUNTY's request,
6 defend the COUNTY, its officers, agents, and employees, from any and all costs and expenses
7 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
8 COUNTY in connection with the performance, or failure to perform, by CITY, including its officers,
9 agents, or employees under this Agreement, and from any and all costs and expenses (including
10 attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,
11 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
12 CITY, including its officers, agents, or employees under this Agreement.

13 B. COUNTY agrees to indemnify, save, hold harmless, and at CITY's request,
14 defend CITY, including its officers, agents, and employees from any and all costs and expenses
15 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
16 CITY in connection with the performance, or failure to perform, by COUNTY, including its officers,
17 agents, or employees, or PROVIDER, under this Agreement, and from any and all costs and expenses
18 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
19 any person, firm, or corporation who may be injured or damaged by the performance, or failure to
20 perform, of COUNTY, including its officers, agents, or employees, or PROVIDER under this
21 Agreement including, but not limited to, the COUNTY's selection, configuration, installation, and
22 maintenance of all dispatching equipment, hardware, software, and other technologies, as well as the
23 operation of the COUNTY's EMS Communication Center.

24 C. In the event of concurrent negligence on the part of COUNTY or any of its
25 officers, agents or employees, or PROVIDER, and of CITY or any of its officers, agents, or employees,
26 the liability for any and all such claims, demands and actions in law or equity for such costs and
27 expenses (including attorneys' fees and costs), damages, and losses shall be apportioned under the State
28 of California's theory of comparative negligence as presently established or as may be modified

1 hereafter.

2 D. The provisions of this Section 9 shall survive termination of this Agreement.

3 **10. INSURANCE**

4 Without limiting the COUNTY's right to obtain indemnification from CITY or any third parties,
5 CITY, at its sole expense, shall maintain in full force and effect, the following insurance policies or a
6 program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers
7 Agreement (JPA) throughout the term of the Agreement:

8 A. Commercial General Liability

9 Commercial General Liability Insurance with limits of not less than Two Million Dollars
10 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
11 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
12 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
13 liability or any other liability insurance deemed necessary because of the nature of this contract.

14 B. Automobile Liability

15 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
16 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any
17 auto used in connection with this Agreement.

18 C. Professional Liability

19 Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per
20 occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. CITY agrees that it shall maintain,
21 at its sole expense, in full force and effect for a period of three (3) years following the termination of
22 this Agreement, one or more policies of professional liability insurance with limits of coverage as
23 specified herein.

24 D. Worker's Compensation

25 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

26 E. Molestation

27 Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per
28 occurrence. Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per

1 occurrence basis.

2 Additional Requirements Relating to Insurance

3 CITY shall obtain endorsements to the Commercial General Liability insurance naming the County
4 of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only
5 insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall
6 apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
7 officers, agents and employees shall be excess only and not contributing with insurance provided under
8 CITY policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30)
9 days advance written notice given to COUNTY.

10 CITY hereby waives its right to recover from COUNTY, its officers, agents, and employees any
11 amounts paid by the policy of worker's compensation insurance required by this Agreement. CITY is
12 solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such
13 waiver of subrogation, but CITY's waiver of subrogation under this paragraph is effective whether or not
14 CITY obtains such an endorsement.

15 Within Thirty (30) days from the date CITY signs and executes this Agreement, CITY shall
16 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
17 required herein, to the County of Fresno, Attention Daniel Lynch, 1221 Fulton Street, Fresno, California
18 93721, stating that such insurance coverage have been obtained and are in full force; that the County of
19 Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that for
20 such worker's compensation insurance the CITY has waived its right to recover from the COUNTY, its
21 officers, agents, and employees any amounts paid under the insurance policy and that waiver does not
22 invalidate the insurance policy; that such Commercial General Liability insurance names the County of
23 Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only
24 insofar as the operations under this Agreement are concerned; that such coverage for additional insured
25 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
26 officers, agents and employees, shall be excess only and not contributing with insurance provided under
27 CITY 's policies herein; and that this insurance shall not be cancelled or changed without a minimum of
28 thirty (30) days advance, written notice given to COUNTY.

1 In the event CITY fails to keep in effect at all times insurance coverage as herein provided, the
2 COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the
3 occurrence of such event.

4 All policies shall be issued by admitted insurers licensed to do business in the State of California,
5 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
6 FSC VII or better.

7 **11. CONFIDENTIALITY**

8 All services performed by COUNTY under this Agreement shall be in strict
9 conformance with all applicable Federal, State of California and/or local laws and regulations relating
10 to confidentiality.

11 **12. NON-DISCRIMINATION**

12 During the performance of this Agreement, the Parties shall not unlawfully discriminate
13 against any employee or applicant for employment, or recipient of services, because of race, religious
14 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
15 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or
16 military status or veteran status pursuant to all applicable State of California and Federal statutes and
17 regulations.

18 **13. RECORDS**

19 Each Party shall maintain its records in connection with the respective services and
20 obligations referred to under this Agreement. Such records must be maintained for a minimum of three
21 (3) years after the expiration or termination of this Agreement. The Party generating the records shall
22 maintain ownership of its records.

23 **14. AUDITS AND INSPECTIONS**

24 Each Party shall, at any time during business hours, and as often as the other Party may
25 deem necessary, make available to the other Party for examination all records and data with respect to
26 the matters covered by this Agreement. Each Party shall, upon request by the other Party, permit the
27 other Party to audit and inspect all such records and data necessary to ensure compliance with the terms
28 of this Agreement.

1 The COUNTY is subject to the examination and audit of the State Auditor for a period
2 of three (3) years after final payment under contract under Government Code Section 8546.7.

3 **15. PROVIDER**

4 The Parties acknowledge that PROVIDER, or its replacement, if any during the term of
5 the PROVIDER Agreement, will carry out COUNTY's provision of dispatching services herein. In the
6 event of any such replacement of PROVIDER, the replacement EMS Provider Agreement will be on
7 substantially the same terms as the EMS Provider Agreement to the extent that it concerns this
8 Agreement, as provided herein.

9 **16. FORCE MAJEURE**

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

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

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

28 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and

1 other extraordinary causes not reasonably within the control of either of the parties hereto.

2 **17. NOTICES**

3 The persons having authority to give and receive notices under this Agreement and their
4 addresses include the following:

5 COUNTY

6 Director, County of Fresno
7 Department of Public Health
8 P.O. Box 11867
9 Fresno, CA 93775

CITY

City of Hanford
Attention: Fire Chief
350 W Grangeville Boulevard
Hanford, CA 93230

10 All notices between the COUNTY and CITY provided for or permitted under this
11 Agreement must be in writing and delivered either by personal service, by first-class United States
12 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
13 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class
14 United States mail is effective three COUNTY business days after deposit in the United States mail,
15 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier
16 service is effective one COUNTY business day after deposit with the overnight commercial courier
17 service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the
18 recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is
19 completed (but, if such transmission is completed outside of COUNTY business hours, then such
20 delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided
21 that the sender maintains a machine record of the completed transmission. For all claims arising out of
22 or related to this Agreement, nothing in this section establishes, waives, or modifies any claims
23 presentation requirements or procedures provided by law, including but not limited to the Government
Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

24 **18. GOVERNING LAW**

25 The Parties agree, that for the purposes of venue, performance under this Agreement is
26 to be in Fresno County, California. The rights and obligations of the Parties and all interpretation and
27 performance of this Agreement shall be governed in all respects by the laws of the State of California.

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1 **19. SEVERABILITY**

2 The provisions of this Agreement are severable. The invalidity or unenforceability of any
3 one provision in the Agreement shall not affect the other provisions.

4 **20. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between the Parties with respect to the
6 subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments,
7 writings, advertisements, publications, and understandings of any nature whatsoever unless expressly
8 included in this Agreement. This Agreement may be executed in several counterparts by the Parties
9 hereto, in which case, all of such executed duplicate counterpart originals thereof, taken together, shall
10 be deemed to be one and the same legal instrument.

11 **21. NO THIRD-PARTY BENEFICIARIES**

12 Notwithstanding anything stated to the contrary in this Agreement, there shall not be any
13 intended third-party beneficiaries to this Agreement, and nothing in this Agreement, expressly or
14 implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature
15 whatsoever under or by reason of this Agreement.

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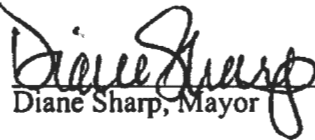
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1 **IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

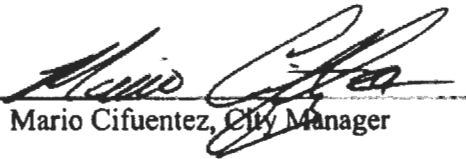
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4 **COUNTY OF FRESNO**

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6 _____
7 Brian Pacheco, Chairman of the
8 Board of Supervisors of the County of Fresno

9 **CITY OF HANFORD:**

10 
11 _____
12 Diane Sharp, Mayor

13 **ATTEST:**
14 Bernice E. Seidel
15 Clerk of the Board of Supervisors
16 of the County of Fresno

17 
18 _____
19 Mario Cifuentes, City Manager

20 By: 
21 _____
22 Deputy

23 Mailing Address:
24 Attention: Fire Chief
25 350 W Grangeville Blvd
26 Hanford, CA 93230

27 Fund/Subclass: 0001/10000
28 Organization: 56201693
 Account: 5039

SCHEDULE A

Payment	Period	Invoice Amount
1	Mar-2022	\$9,803.32
2	Apr-2022	\$16,883.56
3	May-2022	\$16,883.56
4	Jun-2022	\$16,883.56
5	Jul-2022	\$17,136.50
6	Aug-2022	\$17,136.50
7	Sep-2022	\$17,136.50
8	Oct-2022	\$17,136.50
9	Nov-2022	\$17,136.50
10	Dec-2022	\$17,136.50
11	Jan-2023	\$17,136.50
12	Feb-2023	\$17,136.50
13	Mar-2023	\$17,136.50
14	Apr-2023	\$17,136.50
15	May-2023	\$17,136.50
16	Jun-2023	\$17,136.50
17	Jul-2023	\$17,393.50
18	Aug-2023	\$17,393.50
19	Sep-2023	\$17,393.50
20	Oct-2023	\$17,393.50
21	Nov-2023	\$17,393.50
22	Dec-2023	\$17,393.50
23	Jan-2024	\$17,393.50
24	Feb-2024	\$17,393.50
25	Mar-2024	\$17,393.50
26	Apr-2024	\$17,393.50
27	May-2024	\$17,393.50
28	Jun-2024	\$17,393.50