



Board Agenda Item 61

DATE: June 18, 2024

TO: Board of Supervisors

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

SUBJECT: Agreements for Dispatch Services at the Fresno County Emergency Medical Services Communications Center

RECOMMENDED ACTION(S):

1. Approve and authorize the Chairman to execute a revenue Agreement with the City of Clovis, for dispatch services for the Clovis Fire Department through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2024, through June 30, 2027 (\$1,309,203);
2. Approve and authorize the Chairman to execute an Agreement with K.W.P.H. Enterprises, d.b.a. American Ambulance, for Clovis Fire Department dispatch services through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2024, through June 30, 2027 (\$1,262,553);
3. Approve and authorize the Chairman to execute a revenue Agreement with Laton Community Services District for dispatch services for Laton Fire Department through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2024, through June 30, 2027 (\$10,389);
4. Approve and authorize the Chairman to execute an Agreement with K.W.P.H. Enterprises, d.b.a. American Ambulance, for Laton Fire Department dispatch services through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2024, through June 30, 2027 (\$9,327);
5. Approve and authorize the Chairman to execute a revenue Agreement with North Central Fire Protection District, for dispatch services through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2024, through June 30, 2027 (\$596,352); and
6. Approve and authorize the Chairman to execute an Agreement with K.W.P.H. Enterprises, d.b.a. American Ambulance, for dispatch of North Central Fire Protection District through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2024, through June 30, 2027 (\$570,048).

There is no additional Net County Cost associated with the recommended actions. Approval of the recommended actions will continue the provision of dispatch services for the fire departments in the City of Clovis, Laton Community Services District, and North Central Fire Protection District (NCFPD). Each agreement includes a separate agreement with American Ambulance for actual provision of dispatch services and to pass-through funds received from the fire departments for reimbursement of personnel and dispatch costs provided by American Ambulance. The County retains a portion to offset County costs, with no increase in Net County cost. This item pertains to locations in all 5 Supervisor Districts, and includes services outside County jurisdiction but within the Central California Emergency Medical Services Agency area of response.

ALTERNATIVE ACTION(S):

There are no viable alternative actions. Should your Board not approve the recommended actions, City of Clovis, Laton Community Services District, and NCFPD will need to find another dispatch center for their fire departments.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended actions. The recommended agreements are fully funded with pass-through revenue(s) from the agencies. The total revenue and costs for each recommended agreement are outlined in Attachment A.

The retained revenues will be used to offset County costs, such as personnel and radio equipment. There are no pending invoices pertaining to these agreements. Sufficient appropriations and estimated revenues will be included in the Department's Org 5620 FY 2024-25 Recommended Budget and will be included in subsequent fiscal year budget requests.

DISCUSSION:

The Fresno County EMS Communications Center (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 dispatch services for City of Clovis in 2007, Laton Community Services District in 2013, and NCFPD in 2021.

The prior agreements were passed by your Board on July 9, 2019 for Laton Community Services District (Agreement Nos. 19-322 and 19-323), and May 11, 2021 for City of Clovis (Agreements Nos. 21-166 and 21-167) and NCFPD (Agreements No. 21-164 and 21-165).

The proposed revenue agreements with Clovis, Laton, and NCFPD allow them to continue contracting with the County for dispatch services utilizing the Center, which is staffed and operated by American Ambulance under its exclusive operating agreement with the County of Fresno. The proposed revenue agreement with the City of Clovis does have some different performance standards set out by the Clovis Fire Department in providing fire dispatch services. The County and American Ambulance have regularly met these standards for services.

The proposed service agreements with American Ambulance for dispatch services allows the County to pass-through funds received by the cities and district to American Ambulance for fire dispatch services; and continue services as provided for in prior agreements, which are all set to expire on June 30, 2024.

The proposed revenue agreements with City of Clovis, Laton Community Service District, and NCFPD 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 service agreements 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 agreements contain 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 control of either party, the proposed agreements contain a force majeure clause, which excuses the parties' performance under the agreements.

REFERENCE MATERIAL:

BAI #38, May 11, 2021

BAI #59, July 9, 2019

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with City of Clovis

On file with Clerk - Agreement with American Ambulance (Clovis)

On file with Clerk - Agreement with Laton Community Services District

On file with Clerk - Agreement with American Ambulance (Laton)

On file with Clerk - Agreement with NCFPD

On file with Clerk - Agreement with American Ambulance (NCFPD)

On file with Clerk - Attachment A

CAO ANALYST:

Ronald Alexander