

Board Agenda Item 44

DATE: July 8, 2025

TO:Board of SupervisorsSUBMITTED BY:David Luchini, RN, PHN, Director of Public HealthSUBJECT:Retroactive Agreements for Fire Dispatch Services for City of Kingsburg at the
Fresno County Emergency Medical Services Communications Center

RECOMMENDED ACTION(S):

- 1. Approve and authorize the Chairman to execute a retroactive revenue Agreement with the City of Kingsburg, for dispatch services for the Kingsburg Fire Department through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2025, through December 31, 2027 (\$37,672); and
- 2. Approve and authorize the Chairman to execute a retroactive Agreement with K.W.P.H. Enterprises, d.b.a. American Ambulance, for Kingsburg Fire Department dispatch services through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2025, through December 31, 2027 (\$32,626).

There is no additional Net County Cost associated with the recommended actions. Approval of the recommended actions will start the provision of dispatch services for the fire department in the City of Kingsburg on July 1, 2025. There is a separate agreement with American Ambulance for actual provision of dispatch services and to pass-through funds received from the City of Kingsburg 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 a location in District 4.

ALTERNATIVE ACTION(S):

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

RETROACTIVE AGREEMENT:

The recommended agreement is retroactive to July 1, 2025 due to some requested changes to contract language along with internal review. Services began July 1, 2025 by American Ambulance for fire dispatch services for Kingsburg Fire.

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 from Kingsburg. The total cost of \$32,626 is fully offset by revenue of \$37,672, with the County retaining \$5,046 to offset County costs, such as personnel and radio equipment. Sufficient appropriations and estimated revenues will be included in the Department's Org 5620 FY 2025-26 Recommended Budget and will be included in subsequent fiscal year budget requests.

DISCUSSION:

The Fresno County Emergency Medical Services (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. On May 26, 2022, the City of Kingsburg informed the County of Fresno that they no longer wish to continue using fire dispatch Services with the EMS Communications Center, effective August 1, 2022, which was affirmed by the Board on August 9, 2022. After several years with CalFIRE, the City of Kingsburg desires to return to receiving fire dispatch services from the EMS Communications Center effective July 1, 2025.

The proposed revenue agreement with Kingsburg allows them to contract 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.

Both recommended agreements have a two-year, six-month term as American Ambulance's Exclusive Operating Area (EOA) and EMS Communications Center operations agreement, County Agreement No. 17-218, ends on December 31, 2027. A competitive RFP process will need to be completed by the Department to determine how that EOA continues past that date.

The proposed service agreement with American Ambulance allows the County to pass-through funds received by Kingsburg to American Ambulance for fire dispatch services.

The proposed revenue agreement with City of Kingsburg 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 service agreement with American Ambulance 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 #48, August 9, 2022 BAI #14, May 16, 2017

ATTACHMENTS INCLUDED AND/OR ON FILE:

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

CAO ANALYST:

Ronald Alexander