

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of August, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, ("COUNTY"), and the CITY OF FRESNO, a Municipal Corporation, whose address is 2600 Fresno Street, Fresno, California 93721, ("CITY").

WITNESSETH:

WHEREAS, CITY receives calls requesting both fire suppression services and emergency medical services ("EMS"); and

WHEREAS, CITY transfers those calls for fire suppression services and EMS to COUNTY's EMS Communications Center for dispatching the appropriate emergency ambulances and equipment; and

WHEREAS, CITY's FIRE Department ("FIRE") continues to desire to receive dispatching services for fire suppression calls, which may include dispatching of non-transport first responder services, (collectively, "FIRE Dispatching Services") from COUNTY's EMS Communications Center; and

WHEREAS, COUNTY has provided dispatching services for CITY through Agreements and successor Agreements since February 1, 2006, beginning with the original Agreement dated October 18, 2005 (COUNTY Agreement No. A-05-524) by and between COUNTY and CITY (the "Original Agreement"); and

WHEREAS, CITY and COUNTY have developed this successor agreement to become effective upon the expiration of the existing agreement; and

WHEREAS, it is to the mutual benefit and in the best interest of the parties hereto to have a combined EMS and FIRE Dispatching Services for the purpose of providing improved services to the public; and

WHEREAS, it is a goal of COUNTY and CITY to maintain a consolidated dispatching services in Fresno County; and

WHEREAS, it has been determined by CITY and COUNTY there is a need to provide EMS dispatching services and FIRE Dispatching Services through a centralized and combined effort by

1 COUNTY's EMS Communications Center and FIRE; and

2 WHEREAS, COUNTY's EMS Communications Center is staffed and operated by K.W.P.H.
3 Enterprises, doing business as American Ambulance, a California corporation ("PROVIDER") through
4 that certain Emergency Medical Services Provider Agreement for Emergency Ambulance Services,
5 dated May 16, 2017 (COUNTY Agreement No. 17-218), by and between COUNTY and PROVIDER,
6 including all amendments thereto (the "EMS PROVIDER Agreement").

7 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties
8 hereto agree as follows:

9 **1. SERVICES**

10 A. COUNTY shall be responsible for and provide each of the following:

11 (1) COUNTY shall obtain and maintain dispatching equipment, hardware,
12 software (including software licenses), and other technologies, which will be utilized for the triage and
13 entry of information for FIRE Dispatching Services in COUNTY's EMS Communications Center
14 computer aided dispatch ("CAD") system, in connection with COUNTY's performance of its FIRE
15 Dispatching Services under this Agreement; and

16 (2) COUNTY shall be responsible for selection, configuration, installation,
17 and maintenance of equipment, hardware, software and other technologies associated with this
18 Agreement. Such equipment, hardware, software (including software licenses), and other
19 technologies purchased and/or obtained by County through this Agreement shall be the sole property
20 of COUNTY. In the event CITY purchases and/or obtains software (including software licenses) for
21 sole use by CITY, then CITY shall be responsible for on-going maintenance, and replacement costs;
22 and

23 (3) COUNTY shall provide FIRE Dispatching Services requiring responses
24 by FIRE apparatuses as follows:

25 (a) COUNTY's EMS Communication Center shall provide all FIRE
26 Dispatching Services in accordance with FIRE's Policies and Procedures affecting FIRE Dispatching
27 Services under this Agreement ("FIRE's Policies and Procedures") (to the extent that they relate only
28 to dispatch), which shall be subject to review by COUNTY's EMS Director, or his or her designee (the

1 "COUNTY's Representative"), as provided in Section 1.C.(2) herein.

2 (b) COUNTY's EMS Communication Center shall dispatch FIRE's
3 apparatuses through CITY's radios and electronic communications systems, and in accordance with
4 FIRE's Policies and Procedures (to the extent that they relate only to dispatch), which shall be subject
5 to review by COUNTY's Representative, as provided in Section 1.C.(2) herein.

6 (c) In accordance with FIRE's Policies and Procedures, COUNTY's
7 EMS Communications Center shall provide pre-arrival instructions to callers requesting FIRE's
8 services.

9 (d) COUNTY's EMS Communications Center shall provide inter-
10 agency coordination regarding requests for FIRE services, mutual aid, and instant-aid services, and
11 order specialized fire equipment from CITY or other agencies (e.g., hazardous materials equipment,
12 or "jaws of life"), which may be needed to handle an incident, and perform other related duties, all in
13 accordance with FIRE's Policies and Procedures (to the extent that they relate only to dispatch),
14 which shall be subject to review by COUNTY's Representative, as provided in Section 1.C.(2) herein.

15 (e) COUNTY's EMS Communications Center shall track all activity of
16 FIRE's apparatuses utilizing the COUNTY's EMS Communications Center CAD system.

17 (f) COUNTY's EMS Communications Center shall develop and
18 maintain processes which assist in dispatching other fire agencies to areas included in CITY
19 automatic aid agreements to include those agencies outside the COUNTY's EMS Communications
20 Center.

21 (g) COUNTY's EMS Communications Center shall maintain
22 processes and capabilities with other dispatch centers which assist in fire dispatching, including
23 Automatic Vehicle Location (AVL), unit status, and some form of CAD to CAD process where call
24 information is automatically shared between agencies regardless of dispatch center location.

25 (h) COUNTY shall provide a system capable of showing the location
26 of the closest ambulance and fire unit for each medical aid incident in order to assure the appropriate
27 dispatch and response of a first responder unit. In the event that this system is used to determine
28

1 whether a response by CITY occurs, then any and all criteria used to make the response
2 determination shall be agreeable to CITY.

3 (i) COUNTY shall provide notification to chief officers and duty
4 officers as needed for applicable emergency incidents using phone, email or text messaging
5 according to dispatch policy.

6 (j) COUNTY shall record all telephone and radio transmissions and
7 provide instant playback as needed. Upon request, County shall provide audio recordings to FIRE.

8 (k) COUNTY shall provide reports to CITY as requested. COUNTY
9 must be given reasonable time to develop custom reports or reports that are not already developed.

10 (l) COUNTY shall provide one (1) radio operator be designated, who
11 is dedicated to dispatching FIRE's apparatuses, and also provide uninterrupted backup dispatcher
12 coverage as necessary through all other on-duty operators at COUNTY's EMS Communications
13 Center.

14 (m) COUNTY shall provide a minimum of one (1) dispatch supervisor
15 be on duty at COUNTY's EMS Communications Center twenty-four (24) hours a day, seven (7) days
16 a week. The supervisor shall be available to CITY's on-duty fire administration as needed.

17 (n) COUNTY will pursue and maintain maximum points for the
18 Insurance Services Office (ISO) - Fire Suppression Rating Schedule for emergency communications
19 requirements within its control and area of responsibility, with the exception of category 430 –
20 dispatch circuits.

21 (o) COUNTY shall provide that dispatch staff is trained at the
22 emergency fire dispatch level as agreed upon by CITY and COUNTY.

23 (p) COUNTY shall maintain an up-to-date manual of FIRE's Policies
24 and Procedures (subject to review by COUNTY's Representative, as provided in Section 1.C.(2)
25 herein) for all dispatch staff, and shall provide for training and continuing education of dispatch staff
26 as needed.

27 (q) The goal for the immediate dispatch of a fire apparatus, in
28 accordance with FIRE approved dispatch protocols and National Fire Protection Association (NFPA)

Standard 1221, excluding multiple unit responses, reassigned responses and other situations beyond the COUNTY's EMS Communications Center control; shall be no more than sixty (60) seconds in a minimum of ninety five percent (95%) of calls received each month. The Total Alarm Handling (TAH) time will be measured from the time the telephone is answered by the call taker to the time the first fire apparatus is alerted to the incident either by radio, telephone, pager, or station alerting device. A review shall occur for all cases in which dispatches are over ninety (90) seconds and results will be evaluated for improvement opportunities by the Fire Dispatch Continuous Quality Improvement (CQI) Committee.

It is understood, because of the dynamic nature of emergency services, there are situations when the TAH exceeds the sixty (60) second dispatch goal due to issues beyond the control of the COUNTY's EMS Communications Center. Examples of these situations include, but are not limited to:

1. calls with incomplete, inaccurate or no ANI/ALI information (including CAD-to-CAD);
2. calls that do not geo-verify in the CAD; and
3. calls in which the reporting party is either unable or unwilling to immediately provide all required information as part of the call taking process (i.e., non-English speaking, hysterical, or uncooperative) or use of Teletype (TTY) or Telecommunication Device for the Deaf (TDD) or audio relay device.

Calls for service that meet one of the above exemption categories shall have a TAH goal of no more than ninety (90) seconds in a minimum of ninety five percent (95%) of calls received each month.

(r) COUNTY shall provide monthly reports on the CITY key performance measures and other areas as agreed upon by the CITY and COUNTY.

(s) COUNTY shall provide necessary support staff to provide responsiveness (within seven [7] days) to changes in CAD system, including global information

1 system GIS updates, response criteria, update of street layers, CAD/mobile software updates,
2 protocols, and CAD/RMS interface(s).

3 (t) COUNTY will integrate a formal quality improvement process that
4 identifies problems by the field, formalizes a tracking mechanism, provides feedback to the sender,
5 determines solutions, establishes timelines for correction, shares the information with all dispatch
6 personnel, and formalizes a CQI review of dispatcher performance.

7 (u) COUNTY and CITY will work together with the State of California,
8 Department of General Services in order to maintain a secondary public safety answering point
9 (PSAP) designation for FIRE.

10 (v) COUNTY will track all 9-1-1 call data related to FIRE operations
11 (fire/EMS/rescue/hazmat, etc.), which would qualify for State of California, Department of General
12 Services 9-1-1 funding as a secondary PSAP.

13 (w) If 9-1-1 funds are received from State of California, Department
14 of General Services, for the FIRE secondary PSAP designation, the CITY agrees to allow COUNTY
15 to use said funds to enhance FIRE dispatch operations in accordance with the State of California,
16 Department of General Services 9-1-1 funding guidelines.

17 (x) During specific CITY events (i.e., Fourth of July, times of local
18 disaster, large scale emergency, or unusual call volume), CITY FIRE may assign a City staff member
19 to the EMS dispatch center for observation or to serve as a temporary Dispatch Liaison to direct the
20 assignment of CITY FIRE resources, at which time deviation from routine dispatch procedures
21 outlined herein will be granted.

22 (y) Prior to June 30, 2019, COUNTY shall secure the necessary
23 technology and hardware to provide for the automatic alerting of City apparatus.

24 B. It is understood by the parties hereto that COUNTY's provision of FIRE
25 Dispatching Services herein does not include any COUNTY provision of fire suppression services,
26 and that COUNTY is providing FIRE Dispatching Services herein to CITY on a non-exclusive basis.

27 C. CITY shall perform the following functions:

28 (1) CITY shall provide all fire suppression services for all fire suppression

1 calls dispatched by COUNTY's EMS Communications Center requiring FIRE apparatuses.

2 (2) FIRE shall consult with COUNTY's Representative in developing FIRE's
3 Policies and Procedures relating to dispatch only. CITY shall provide FIRE's Policies and Procedures
4 relating to dispatch to COUNTY for review thereof by COUNTY's Representative. CITY shall not
5 approve FIRE's Policies and Procedures relating to dispatch until first having conferred with
6 COUNTY's Representative and such representative agrees such policies and procedures are not
7 inconsistent with the COUNTY's EMS Communication Center's policies and procedures. COUNTY's
8 Representative shall have neither the right nor the duty to approve the number of FIRE apparatuses
9 or personnel, or amount of FIRE equipment or other resources, that FIRE deems sufficient to respond
10 to any calls for FIRE Dispatching Services, or other FIRE's Policies and Procedures unrelated to
11 dispatch. FIRE shall be reasonable in developing FIRE's Policies and Procedures relating to dispatch
12 such that those policies and procedures are substantially consistent with COUNTY's EMS
13 Communication Center's Policies and Procedures.

14 (3) CITY shall participate in continuing education and training to COUNTY's
15 EMS Communications Center radio operators and staff regarding the dispatching and management
16 of FIRE resources.

17 (4) CITY shall assure all calls to CITY for EMS and fire suppression services
18 are immediately transferred to COUNTY's EMS Communications Center.

19 (5) CITY shall provide COUNTY with data, which includes the exact times
20 EMS and fire suppression calls are received at CITY's Police Department Communications Center (or
21 other point of CITY contact, if any) and transferred to COUNTY's EMS Communications Center.

22 (6) CITY agrees to provide an internal quality improvement program, which
23 includes the participation of COUNTY and PROVIDER.

24 (7) CITY shall be responsible for the provision and maintenance of all radio
25 and computer equipment in FIRE apparatuses and CITY owned radio infrastructure.

26 **2. TERM**

27 A. This Agreement shall become effective on the 1st day of July, 2018, at 12:00:00
28 A.M., and shall continue in full force and effect, and terminate on the 30th day of June, 2021, at

1 11:59:59 P.M., unless sooner terminated as provided herein.

2 B. When this Agreement terminates, as provided herein, COUNTY may continue to
3 provide CITY and FIRE access to the portion of the CAD system for providing FIRE Dispatching
4 Services, provided that prior to the termination of this Agreement, the parties enter into a written
5 agreement that addresses the following to the parties' mutual satisfaction: (1) the manner of CITY's
6 access to the portion of the CAD system for FIRE Dispatching Services (for example, and not as a
7 limitation, the type of connection to the CAD system needs to be acceptable to COUNTY, and CITY's
8 use of COUNTY hardware, if any, for such access needs to be compatible with the CAD system and
9 comply with COUNTY's requirements), provided such access shall be reasonably feasible and shall
10 not interfere with COUNTY's use of the CAD system and operation of COUNTY's EMS
11 Communications Center; (2) the level at which COUNTY will maintain the portion of the CAD system
12 for FIRE Dispatching Services; (3) CITY's full reimbursement to COUNTY for the cost of providing
13 such access, including, but not limited to the cost or expense of (i) COUNTY's operation,
14 maintenance, and upgrade, if any, of the portion of the CAD system for FIRE Dispatching Services,
15 (ii) using COUNTY hardware, if any, needed to access the portion of the CAD system for FIRE
16 Dispatching Services, and (iii) the payment of any other costs, expenses, fees, and charges, which
17 may be incurred to make such access to the portion of the CAD system for FIRE Dispatching
18 Services available to CITY, all according to the terms and conditions of such agreement; and (4) the
19 term for such agreement. It is understood such agreement shall not include any grant by COUNTY to
20 CITY of any licenses to any software for the CAD, or of any ownership or other rights in the CAD.
21 The parties shall meet and negotiate in good faith for a mutually acceptable agreement based on the
22 foregoing terms and conditions in this Section 2.C, provided, however, that notwithstanding anything
23 stated to the contrary in this Section 2.C or in this Agreement, each party retains its absolute
24 discretion whether or not to approve and enter into such an agreement.

25 If such agreement is not reached, as contemplated above, COUNTY shall
26 promptly provide CITY with the data generated through the FIRE Dispatching Services provided
27 herein in a commonly usable electronic format.

28 **3. TERMINATION**

1 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
2 provided hereunder, are contingent on the approval of funds by the appropriating governmental
3 agency, provided, however, should sufficient funds not be allocated, (i) the services provided may be
4 modified at any time upon the parties' mutual written agreement, or (ii) this Agreement may be
5 terminated at any time by the non-appropriating governmental agency giving the other party at least
6 ninety (90) days advance written notice of an intention to terminate .

7 B. Without Cause - Under circumstances other than those set forth above, this
8 Agreement may be terminated by CITY or COUNTY upon the giving the other party at least ninety
9 (90) days advance written notice of an intention to terminate.

10 C. Material Breach - Either party may terminate this Agreement at any time for
11 cause upon ten (10) days advance written notice to the other party, in the event of the other party's
12 material breach of its obligations herein and provided that such breach is not cured during such ten
13 (10) day notification period. The party receiving such notice may respond to said notice and any
14 charges contained therein within that ten (10) day period.

15 D. CITY shall compensate or provide funding to COUNTY for FIRE Dispatching
16 Services performed prior to termination of this Agreement.

17 E. In no event shall any payment or funding by CITY pursuant to this Agreement
18 constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of
19 COUNTY, nor shall such payment or funding impair or prejudice any remedy available to CITY with
20 respect to the breach.

21 F. The waiver by either party of a breach by the other of any provision of this
22 Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the
23 same or a different provision of this Agreement. No provisions of this Agreement may be waived
24 unless in writing and signed by all parties to this Agreement. Waiver of any one (1) provision herein
25 shall not be deemed to be a waiver of any other provision herein.

26 **4. COMPENSATION FOR SERVICES**

27 A. For COUNTY's performance of FIRE Dispatching Services herein, CITY agrees
28 to pay COUNTY and COUNTY agrees to receive compensation pursuant to Schedule A, attached

1 hereto and incorporated herein by this reference. In no event shall compensation for COUNTY's
2 performance of FIRE Dispatching Services under this Agreement be in excess of the amounts listed
3 as follows:

4 (1) For the period of July 1, 2018 through June 30, 2019, the amount of this
5 Agreement shall not exceed Seven Hundred Ninety Seven Thousand Ninety-Five and 00/100 Dollars
6 (\$797,095.00).

7 (2) For the period of July 1, 2019 through June 30, 2020, the amount of this
8 Agreement shall not exceed Eight Hundred Twenty One Thousand Seven and 95/100 Dollars
9 (\$821,007.95).

10 (3) For the period of July 1, 2020 through June 30, 2021, the amount of this
11 Agreement shall not exceed Eight Hundred Forty-Five Thousand Six Hundred Thirty-Seven and
12 82/100 Dollars (\$845,637.82).

13 B. CITY shall pay COUNTY no later than the fifteenth (15th) day of the month in
14 which payment is required pursuant to Schedule A, without the necessity of COUNTY
15 submitting invoices to CITY. All payments shall be remitted to COUNTY at the following
16 address: Department of Public Health – Emergency Medical Services Division, P.O. Box
17 11867, Fresno CA 93775.

18 **5. INDEPENDENT CONTRACTOR**

19 A. In performance of the work, duties, and obligations assumed by COUNTY under
20 this Agreement, it is mutually understood and agreed that COUNTY, including any and all of
21 COUNTY's officers, agents, and employees will at all times be acting and performing as an
22 independent contractor, and shall act in an independent capacity and not as an officer, agent,
23 servant, employee, joint venture, partner, or associate of CITY. Furthermore, CITY shall have no
24 right to control or supervise or direct the manner or method by which COUNTY shall perform its work
25 and function, except for COUNTY's compliance with FIRE's Policies and Procedures, herein.
26 However, CITY shall retain the right to administer this Agreement so as to verify that COUNTY is
27 performing its obligations in accordance with the terms and conditions thereof. COUNTY and CITY
28 shall comply with all applicable provisions of law and the rules and regulations, if any, of

1 governmental authorities having jurisdiction over matters which are directly or indirectly the subject of
2 this Agreement.

3 B. Because of its status as an independent contractor, COUNTY shall have
4 absolutely no right to employment rights and benefits available to CITY employees. COUNTY shall
5 be solely liable and responsible for providing to, or on behalf of, its employees all legally-required
6 employee benefits. In addition, COUNTY shall be solely responsible and save CITY harmless from
7 all matters relating to payment of COUNTY's employees, including compliance with Social Security,
8 withholding, and all other regulations governing such matters. It is acknowledged that during the term
9 of this Agreement, COUNTY may be providing services to others unrelated to CITY or to this
10 Agreement.

11 **6. MODIFICATION**

12 Any matters of this Agreement may be modified from time to time by the written
13 agreement of all the parties hereto without, in any way, affecting the remainder.

14 **7. HOLD-HARMLESS**

15 A. CITY agrees to indemnify, save, hold harmless, and at COUNTY's request,
16 defend COUNTY, including its officers, agents, and employees, from any and all costs and expenses
17 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
18 COUNTY in connection with the performance, or failure to perform, by CITY, including its officers,
19 agents, or employees under this Agreement, and from any and all costs and expenses (including
20 attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to any
21 person, firm, or corporation who may be injured or damaged by the performance, or failure to
22 perform, of CITY, including its officers, agents, or employees under this Agreement; provided nothing
23 herein shall constitute a waiver by CITY of governmental immunities including California Government
24 Code Section 810 et seq.

25 B. COUNTY agrees to indemnify, save, hold harmless, and at CITY's request,
26 defend CITY, including its officers, agents, and employees from any and all costs and expenses
27 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
28 CITY in connection with the performance, or failure to perform, by COUNTY, including its officers,

1 agents, or employees, or PROVIDER, under this Agreement, and from any and all costs and
2 expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or
3 resulting to any person, firm, or corporation who may be injured or damaged by the performance, or
4 failure to perform, of COUNTY, including its officers, agents, or employees, or PROVIDER under this
5 Agreement; provided nothing herein shall constitute a waiver by COUNTY of governmental
6 immunities including California Government Code Section 810 et seq.

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

13 D. This Section 7 shall survive termination or expiration of this Agreement.

14 **8. INSURANCE**

15 Without limiting the indemnification of each party as stated in Section 7 above, it is
16 understood and agreed that CITY and COUNTY shall each maintain, at their sole expense, insurance
17 policies or self-insurance programs including, but not limited to, an insurance pooling arrangement
18 and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this
19 agreement. Coverage shall be provided for comprehensive general liability, automobile liability,
20 professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of
21 Insurance or other similar documentation shall not be required of either party under this Agreement,
22 except for Commercial General Liability coverage. Each party will provide the other party with an
23 appropriate Commercial General Liability insurance certificate with limits of not less than One Million
24 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000)
25 along with an appropriate endorsement naming the other party as an additional insured on the
26 Commercial General Liability policy. COUNTY shall cause PROVIDER to maintain insurance
27 coverage that is consistent with the EMS PROVIDER Agreement.

28 **9. CONFIDENTIALITY**

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

4 **10. NON-DISCRIMINATION**

5 During the performance of this Agreement, CONTRACTOR shall not unlawfully
6 discriminate against any employee or applicant for employment, or recipient of services, because of
7 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
8 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or
9 sexual orientation, pursuant to all applicable State of California and Federal statutes and regulations.

10 **11. RECORDS**

11 Each party shall maintain its records in connection with the respective services referred
12 to under this Agreement. Such records must be maintained for a minimum of three (3) years.
13 Records must also be maintained a minimum of three (3) years after the termination of this
14 Agreement. The party generating the records shall maintain ownership of the records upon
15 termination of this Agreement. This Section 11 shall survive expiration or termination of this
16 Agreement.

17 **12. AUDITS AND INSPECTIONS**

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

25 B. If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
26 COUNTY shall be subject to the examination and audit of the State Auditor for a period of three (3)
27 years after final payment under this Agreement (Government Code Section 8546.7).

28 C. This Section 12 shall survive expiration or termination of this Agreement.

1 **13. PROVIDER**

2 The parties hereto acknowledge that PROVIDER, or its replacement, if any during the
3 term of the EMS PROVIDER Agreement, will carry out COUNTY's provision of FIRE Dispatching
4 Services herein. In the event of any such replacement of PROVIDER, the replacement EMS Provider
5 Agreement will be on substantially the same terms as the EMS PROVIDER Agreement to the extent
6 that it concerns this Agreement, as provided herein.

7 **14. FORCE MAJEURE**

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

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

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

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

28 **15. NOTICES**

1 A. The persons having authority to give and receive notices under this Agreement
2 and their addresses include the following:

3 COUNTY

CITY

4 Director, County of Fresno
5 Department of Public Health
6 P.O. Box 11867
 Fresno, CA 93775

 City of Fresno
 Attn: City Manager
 2600 Fresno Street
 Fresno, CA 93721

7 Such addresses may be changed by either party upon written notice to the other
8 party given as provided in this Section 15.

9 B. Any and all notices between COUNTY and CITY provided for or permitted under
10 this Agreement or by law shall be in writing and shall be deemed duly served when personally
11 delivered to one of the parties hereto, or in lieu of such personal service, when deposited in the
12 United States mail, postage prepaid, addressed to such party, except for notices of termination, which
13 are effective upon receipt. Notices under this Agreement are not modifications to this Agreement.

14 **16. GOVERNING LAW**

15 A. The parties hereto agree, for the purposes of venue, performance under this
16 Agreement is to be in Fresno County, California.

17 B. The rights and obligations of the parties hereto and all interpretation and
18 performance of this Agreement shall be governed in all respects by the laws of the State of California.

19 **17. SEVERABILITY**

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

22 **18. NON-ASSIGNMENT**

23 Except as otherwise expressly provided herein, neither party shall assign, transfer or
24 sub-contract their rights or duties under this Agreement without the written consent of the other party.

25 **19. ENTIRE AGREEMENT**

26 This Agreement constitutes the entire agreement between CITY and COUNTY with
27 respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
28 commitments, writings, advertisements, publications, and understandings of any nature whatsoever
unless expressly included in this Agreement. This Agreement may be executed in several


1 counterparts by the parties hereto, in which case, all of such executed duplicate counterpart originals
2 thereof, taken together, shall be deemed to be one and the same legal instrument.

3 **20. NO THIRD PARTY BENEFICIARIES**

4 Notwithstanding anything stated to the contrary in this Agreement, there shall not be
5 any intended third party beneficiaries to this Agreement.

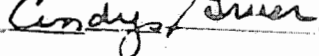
1
2
3
4
5
6 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
7 year first hereinabove written.

8
9 **CITY OF FRESNO**


10
11 By 
12 Wilma Quan-Schechter, City Manager

13 Date: 4/29/18

14 YVONNE SPENCE, City Clerk

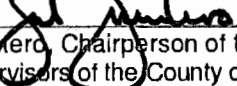
15
16 By 

17 Date: 6/29/18

18
19 **APPROVED AS TO FORM**
20 **CITY ATTORNEY'S OFFICE**
21 BY: 
CITY ATTORNEY

22 Mailing Address:
23 2600 Fresno Street
24 Fresno, CA 93721
25 Phone #: (559) 621-7770
26 Fax #: (559) 621-7776
27 Contact: City Manager
28

COUNTY OF FRESNO

By 
Sal Quintero, Chairperson of the Board
of Supervisors of the County of Fresno

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

By 
Deputy

Schedule A

	<i>FY 18/19</i>	<i>FY 19/20</i>	<i>FY 20/21</i>
<i>July</i>	\$66,424.58	\$68,417.32	\$70,469.81
<i>August</i>	\$66,424.58	\$68,417.33	\$70,469.81
<i>September</i>	\$66,424.58	\$68,417.33	\$70,469.82
<i>October</i>	\$66,424.58	\$68,417.33	\$70,469.82
<i>November</i>	\$66,424.58	\$68,417.33	\$70,469.82
<i>December</i>	\$66,424.58	\$68,417.33	\$70,469.82
<i>January</i>	\$66,424.58	\$68,417.33	\$70,469.82
<i>February</i>	\$66,424.58	\$68,417.33	\$70,469.82
<i>March</i>	\$66,424.58	\$68,417.33	\$70,469.82
<i>April</i>	\$66,424.58	\$68,417.33	\$70,469.82
<i>May</i>	\$66,424.58	\$68,417.33	\$70,469.82
<i>June</i>	\$66,424.62	\$68,417.33	\$70,469.82
	\$797,095.00	\$821,007.95	\$845,637.82