

**AGREEMENT**

THIS AGREEMENT is made and entered into this 9th day of July, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the **LATON COMMUNITY SERVICE DISTRICT**, a community service district created pursuant to Government Code section 61000 et seq., whose address is 6501 E. Latonia Ave, Laton, California 93242, hereinafter referred to as "DISTRICT".

**WITNESSETH:**

WHEREAS, DISTRICT receives calls requesting DISTRICT'S fire department ("DISTRICT FIRE") for emergency services and emergency medical first responder services ("EMS"); and

WHEREAS, DISTRICT FIRE desires to receive dispatching services for fire suppression calls, which will include dispatching of non-transport first responder services, (collectively, "DISTRICT FIRE Dispatching Services") from COUNTY'S EMS Communications Center; and

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

WHEREAS, it has been determined by DISTRICT and COUNTY that there is a need to provide EMS dispatching services and DISTRICT FIRE Dispatching Services through a centralized and combined effort by COUNTY'S EMS Communications Center and DISTRICT FIRE; and

WHEREAS, COUNTY'S EMS Communications Center is staffed and operated by K.W.P.H. Enterprises, Inc., doing business as American Ambulance, a California corporation ("PROVIDER") through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance Services and Advanced Life Support (Paramedic) Services, dated May 16, 2017 (COUNTY Agreement No. A-17-218, "EMS PROVIDER Agreement"), by and between COUNTY and PROVIDER; and

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

**1. SERVICES**

A. Subject to DISTRICT timely paying COUNTY for DISTRICT FIRE Dispatching

1 Services (defined in Section 4 herein):

2 (1) COUNTY shall be responsible for dispatching equipment, hardware,  
3 software (including software licenses), and other technologies, which will be utilized for the triage and  
4 entry of information for DISTRICT FIRE Dispatching Services in COUNTY'S EMS Communications  
5 Center computer aided dispatch ("CAD") system, in connection with COUNTY'S performance of its  
6 DISTRICT FIRE Dispatching Services under this Agreement. In the event that DISTRICT requests  
7 additional technologies, not currently available in COUNTY'S EMS Communications Center,  
8 DISTRICT shall be solely responsible for all costs to purchase and maintain said technology and/or  
9 equipment; provided however, COUNTY shall: (i) notify DISTRICT prior to the purchase of any  
10 additional technologies required to address DISTRICT's request; and (ii) obtain DISTRICT's written  
11 consent for such purchase; and

12 (2) COUNTY shall be responsible for selection, configuration, installation,  
13 and maintenance of all dispatching equipment, hardware, software and other technologies associated  
14 with this Agreement. All dispatching equipment, hardware, software (including software licenses),  
15 and other technologies purchased and/or obtained through this Agreement shall be the sole property  
16 of COUNTY; and

17 (3) COUNTY shall provide DISTRICT FIRE Dispatching Services requiring  
18 responses by DISTRICT FIRE apparatuses as follows:

19 (a) COUNTY'S EMS Communication Center shall provide all  
20 DISTRICT FIRE Dispatching Services in accordance with DISTRICT FIRE'S Policies and Procedures  
21 affecting DISTRICT FIRE Dispatching Services under this Agreement ("DISTRICT FIRE'S Policies  
22 and Procedures") (to the extent that they relate only to dispatch). DISTRICT FIRE's Policies and  
23 Procedures shall be subject to review by COUNTY'S EMS Director, or his or her designee (the  
24 "COUNTY'S Representative"), as provided in Section 1.C.(2) herein.

25 (b) COUNTY'S EMS Communication Center shall dispatch  
26 DISTRICT FIRE'S apparatuses through radio and electronic communications, and in accordance with  
27 DISTRICT FIRE'S Policies and Procedures (to the extent that they relate only to dispatch), which  
28 shall be subject to review by COUNTY'S Representative, as provided in Section 1.C.(2) herein.

DISTRICT FIRE shall work collaboratively with COUNTY on policies and procedures that are consistent with other fire agencies that are being dispatched in COUNTY'S EMS Communications Center.

(c) COUNTY'S EMS Communications Center shall provide pre-arrival instructions to callers requesting DISTRICT FIRE Dispatch Services.

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

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

(f) COUNTY shall record all telephone and radio transmissions and provide instant playback as needed. COUNTY shall retain recordings for a minimum of one-hundred eighty (180) days.

(g) COUNTY shall provide reports to DISTRICT as requested. COUNTY must be given sufficient time to develop custom ad hoc reports or reports that are not already developed.

(h) COUNTY shall provide one (1) radio operator for dispatching of DISTRICT FIRE'S apparatuses twenty-four (24) hours a day, seven (7) days a week. DISTRICT understands that the radio operator is not dedicated for the sole purpose of DISTRICT and that the radio operator may be dispatching other fire and EMS providers. DISTRICT FIRE shall work collaboratively with COUNTY on policies and procedures that are consistent with other fire agencies that are being dispatched in COUNTY'S EMS Communications Center. COUNTY shall provide that dispatch staff shall be trained in emergency fire dispatch.

1 (i) COUNTY shall provide that a minimum of one (1) dispatch  
2 supervisor shall be on duty at COUNTY'S EMS Communications Center twenty-four (24) hours a day,  
3 seven (7) days a week. The supervisor shall be available to DISTRICT'S on-duty fire administration  
4 as needed.

5 (j) COUNTY shall maintain an up-to-date manual of DISTRICT  
6 FIRE'S Policies and Procedures (subject to review by COUNTY'S Representative, as provided in  
7 Section 1.C.(2) herein) for all dispatch staff, and shall provide for training and continuing education of  
8 dispatch staff as needed.

9 (k) The goal for the immediate dispatch of a fire apparatus, in  
10 accordance with DISTRICT FIRE approved dispatch protocols, and excluding multiple unit responses,  
11 reassigned responses and other situations beyond the COUNTY'S EMS Communications Center  
12 control, shall be sixty (60) seconds. The dispatch time will be measured from the time the telephone is  
13 answered by the call taker to the time the first fire apparatus is alerted to the incident either by radio,  
14 telephone, pager or station alerting device. A review shall occur for all cases in which dispatches are  
15 over ninety (90) seconds, and results will be evaluated for improvement opportunities by the Fire  
16 Dispatch Continuous Quality Improvement (CQI) Committee.

17 It is understood that because of the dynamic nature of emergency  
18 services, there are situations when the sixty (60) second dispatch goal may not be achieved. Examples  
19 of these situations include, but are not limited to:

- 20 1. Calls not received through the 9-1-1 telephone system.
- 21 2. Calls that do not immediately geo-verify in the CAD.
- 22 3. Calls in which the public safety answering points dispatcher  
23 does not immediately transfer the calling party.
- 24 4. Calls in which the reporting party is either unable or unwilling  
25 to immediately provide all required information as part of the  
26 call taking process (i.e., non-English speaking, hysterical, or  
27 uncooperative).

28 B. It is understood by the parties hereto that COUNTY'S provision of DISTRICT

1 FIRE Dispatching Services herein does not include any COUNTY provision of fire suppression  
2 services, and that COUNTY is providing DISTRICT FIRE Dispatching Services herein to DISTRICT  
3 on a non-exclusive basis.

4 C. DISTRICT shall perform the following functions:

5 (1) DISTRICT FIRE shall provide all fire suppression services for all fire  
6 suppression calls dispatched by COUNTY'S EMS Communications Center requiring DISTRICT FIRE  
7 apparatuses in accordance with DISTRICT FIRE'S Policies and Procedures.

8 (2) DISTRICT FIRE shall consult with COUNTY'S Representative in  
9 developing DISTRICT FIRE'S Policies and Procedures relating to dispatch only. DISTRICT shall  
10 provide DISTRICT FIRE'S Policies and Procedures relating to dispatch to COUNTY for review  
11 thereof by COUNTY'S Representative. DISTRICT shall not approve DISTRICT FIRE'S Policies and  
12 Procedures relating to dispatch until first having conferred with COUNTY'S Representative and such  
13 representative agrees that such policies and procedures are not inconsistent with the COUNTY'S  
14 EMS Communication Center's Policies and Procedures, and that DISTRICT FIRE'S Policies and  
15 Procedures do not create undue workload for staff or impact other programs in the COUNTY'S EMS  
16 Communications Center. COUNTY'S Representative shall have neither the right nor the duty to  
17 approve the number of DISTRICT FIRE apparatuses or personnel, or amount of DISTRICT FIRE  
18 equipment or other resources, that DISTRICT FIRE deems sufficient to respond to any calls for  
19 DISTRICT FIRE Dispatching Services, or other DISTRICT FIRE Policies and Procedures unrelated to  
20 dispatch. DISTRICT FIRE shall be reasonable in developing DISTRICT FIRE'S Policies and  
21 Procedures relating to dispatch such that those policies and procedures are substantially consistent  
22 with COUNTY'S EMS Communication Center's Policies and Procedures.

23 (3) DISTRICT shall provide continuing education and training to COUNTY'S  
24 EMS Communications Center radio operators and staff regarding the dispatching and management  
25 of DISTRICT FIRE resources, as needed.

26 (4) DISTRICT shall assure that all calls to DISTRICT for DISTRICT FIRE  
27 calls for service are immediately transferred to COUNTY'S EMS Communications Center.

28 (5) DISTRICT agrees to participate in an internal quality improvement

1 program, which includes the participation of COUNTY and PROVIDER.

2 (6) DISTRICT shall be responsible for the provision and maintenance of all  
3 radio and computer equipment in DISTRICT FIRE apparatuses.

4 **2. TERM**

5 The term of this Agreement shall be for a period of three (3) years, commencing  
6 on July 1, 2019 through and including June 30, 2022. This Agreement may be extended for two (2)  
7 additional consecutive twelve (12) month periods upon written approval of both parties no later than  
8 thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the  
9 Department of Public Health or his or her designee is authorized to execute such written approval on  
10 behalf of COUNTY based on DISTRICT'S satisfactory performance.

11 Upon the termination of this Agreement, COUNTY shall promptly provide DISTRICT  
12 FIRE with the data generated through the DISTRICT FIRE Dispatching Services provided herein in a  
13 commonly usable electronic format.

14 **3. TERMINATION**

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
16 provided hereunder, are contingent on the approval of funds by the appropriating governmental  
17 agency, provided however, should sufficient funds not be allocated, (i) the services provided may be  
18 modified at any time upon the parties' mutual written agreement, or (ii) this Agreement may be  
19 terminated at any time by DISTRICT giving at least thirty (30) days' advance written notice of an  
20 intention to terminate to COUNTY; or (iii) this Agreement may be terminated at any time by COUNTY  
21 giving at least thirty (30) days' advance written notice of an intention to terminate to DISTRICT.

22 B. Without Cause - Under circumstances other than those set forth above, this  
23 Agreement may be terminated by DISTRICT or COUNTY upon the giving of at least thirty (30) days'  
24 advance written notice of an intention to terminate to the other party.

25 C. Material Breach - Either party may terminate this Agreement at any time for  
26 cause for the other party's material breach of its obligations herein if not less than thirty (30) days'  
27 advance, written notice has been given to the other party and such breach remains uncured within  
28

1 that thirty (30) day period. The party receiving such notice may respond to said notice and any  
2 charges contained therein within that thirty (30) day period.

3 D. DISTRICT shall compensate or provide funding to COUNTY for any services  
4 performed or costs incurred under this Agreement prior to any termination of this Agreement.

5 **4. COMPENSATION FOR SERVICES**

6 A. For COUNTY'S performance of FIRE Dispatching Services herein, DISTRICT  
7 agrees to pay COUNTY and COUNTY agrees to receive a quarterly lump-sum payments pursuant to  
8 Schedule A, attached hereto and incorporated herein by this reference. In no event shall  
9 compensation for COUNTY's performance of DISTRICT FIRE Dispatching Services under this  
10 Agreement be in excess of Fourteen Thousand Three Hundred Five and No/100 Dollars  
11 (\$14,305.00).

12 B. All payments shall be remitted to COUNTY at the following address: County of  
13 Fresno, Department of Public Health – Emergency Medical Services Division, P.O. Box 11867,  
14 Fresno, California, 93775.

15 C. COUNTY must submit adequate documentation to substantiate any requested  
16 change in compensation.

17 D. COUNTY is not required to submit invoices to DISTRICT in order to receive  
18 payment.

19 **6. INDEPENDENT CONTRACTOR**

20 In performance of the work, duties, and obligations assumed by COUNTY under this  
21 Agreement, it is mutually understood and agreed that COUNTY, including any and all of COUNTY'S  
22 officers, agents, and employees will at all times be acting and performing as an independent  
23 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee,  
24 joint venture, partner, or associate of DISTRICT. Furthermore, DISTRICT shall have no right to  
25 control or supervise or direct the manner or method by which COUNTY shall perform its work and  
26 function, except for COUNTY'S compliance with DISTRICT FIRE'S Policies and Procedures, herein,  
27 and as described in Section 1.A.(3)(j) of this Agreement. However, DISTRICT shall retain the right to  
28 administer this Agreement so as to verify that COUNTY is performing its obligations in accordance

1 with the terms and conditions thereof. COUNTY and DISTRICT shall comply with all applicable  
2 provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction  
3 over matters which are directly or indirectly the subject of this Agreement.

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

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

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

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1           **7.     MODIFICATION**

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

4           **8.     HOLD-HARMLESS**

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

13           B.     COUNTY agrees to indemnify, save, hold harmless, and at DISTRICT'S  
14 request, defend DISTRICT, including its officers, agents, and employees from any and all costs and  
15 expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or  
16 resulting to DISTRICT in connection with the performance, or failure to perform, by COUNTY,  
17 including its officers, agents, employees or PROVIDER, under this Agreement, and from any and all  
18 costs and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses  
19 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the  
20 performance, or failure to perform, of COUNTY, including its officers, agents, employees or  
21 PROVIDER under this Agreement.

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

28           D.     This Section 8 shall survive termination or expiration of this Agreement.

1           **9.     INSURANCE**

2           Without limiting the indemnification of each party as stated in Section 8 above, it is understood  
3 and agreed that DISTRICT and COUNTY shall each maintain, at their sole expense, the following  
4 insurance policies or self-insurance programs including, but not limited to, an insurance pooling  
5 arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of  
6 this agreement. Coverage shall be provided for comprehensive general liability, automobile liability, ,  
7 and workers' compensation exposure. Each party will provide the other party with an appropriate  
8 Commercial General Liability insurance certificate with limits of not less than Two Million Dollars  
9 (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000) along with  
10 an appropriate endorsement naming the other party as an additional insured on the Commercial  
11 General Liability policy.

12           DISTRICT shall obtain endorsements to the Commercial General Liability insurance naming  
13 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
14 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
15 additional insured shall apply as primary insurance and any other insurance, or self-insurance,  
16 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing  
17 with insurance provided under DISTRICT's policies herein. This insurance shall not be cancelled or  
18 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

19           COUNTY shall obtain endorsements to the Commercial General Liability insurance naming the  
20 DISTRICT, its officers, agents, and employees, individually and collectively, as additional insured, but  
21 only insofar as the operations under this Agreement are concerned. Such coverage for additional  
22 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by  
23 DISTRICT, its officers, agents and employees shall be excess only and not contributing with  
24 insurance provided under COUNTY's policies herein. This insurance shall not be cancelled or  
25 changed without a minimum of thirty (30) days advance written notice given to DISTRICT.

26           DISTRICT hereby waives its right to recover from COUNTY, its officers, agents, and  
27 employees any amounts paid by the policy of worker's compensation insurance required by this  
28 Agreement. DISTRICT is solely responsible to obtain any endorsement to such policy that may be

1 necessary to accomplish such waiver of subrogation, but DISTRICT's waiver of subrogation under  
2 this paragraph is effective whether or not DISTRICT obtains such an endorsement.

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

8 Within thirty (30) days from the date DISTRICT signs this Agreement, DISTRICT shall  
9 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as  
10 required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA  
11 93775, Attn: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage have been obtained  
12 and are in full force; that the County of Fresno, its officers, agents and employees will not be  
13 responsible for any premiums on the policies; that for such worker's compensation insurance the  
14 DISTRICT has waived its right to recover from the COUNTY, its officers, agents, and employees any  
15 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy;  
16 that such Commercial General Liability insurance names the County of Fresno, its officers, agents  
17 and employees, individually and collectively, as additional insured, but only insofar as the operations  
18 under this Agreement are concerned; that such coverage for additional insured shall apply as primary  
19 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents  
20 and employees, shall be excess only and not contributing with insurance provided under DISTRICT's  
21 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty  
22 (30) days advance, written notice given to COUNTY.

23 Within thirty (30) days from the date COUNTY signs this Agreement, COUNTY shall  
24 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as  
25 required herein, to DISTRICT at P.O. Box 447, Laton, CA 93242, stating that such insurance  
26 coverage have been obtained and are in full force, that DISTRICT and its officers, agents and  
27 employees will not be responsible for any premiums on the policies; that for such worker's  
28 compensation insurance the COUNTY has waived its right to recover from DISTRICT, its officers,

1 agents, and employees any amounts paid under the insurance policy and that waiver does not  
2 invalidate the insurance policy; that such Commercial General Liability insurance names the  
3 DISTRICT, its officers, agents and employees, individually and collectively, as additional insured, but  
4 only insofar as the operations under this Agreement are concerned; that such coverage for additional  
5 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by  
6 DISTRICT, its officers, agents and employees, shall be excess only and not contributing with  
7 insurance provided under COUNTY's policies herein; and that this insurance shall not be cancelled or  
8 changed without a minimum of thirty (30) days advance, written notice given to DISTRICT.

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

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

15 All policies shall be with admitted insurers licensed to do business in the State of  
16 California. Insurance purchased shall be purchased from companies possessing a current A.M. Best,  
17 Inc. rating of A FSC VII or better.

18 COUNTY shall cause PROVIDER to maintain insurance coverage that is consistent  
19 with the requirements of this Agreement, and COUNTY will cause PROVIDER to submit to DISTRICT  
20 the necessary Certificates of Insurance and endorsements.

21 **10. CONFIDENTIALITY**

22 All services performed by COUNTY under this Agreement and any information  
23 COUNTY creates, receives, or maintains pertaining to protected health information shall be in strict  
24 conformance with all applicable Federal, State of California and/or local laws and regulations relating  
25 to confidentiality, including but not limited to all Health Insurance Portability and Accountability Act  
26 (HIPAA) regulations.

27 **11. NON-DISCRIMINATION**

28 During the performance of this Agreement, COUNTY and DISTRICT shall not

1 unlawfully discriminate against any employee or applicant for employment, or recipient of services,  
2 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
3 medical condition, genetic information, marital status, sex, gender, gender identity, gender  
4 expression, age, sexual orientation, or military or veteran status pursuant to all applicable State of  
5 California and Federal statutes and regulations.

6 **12. RECORDS**

7 Each party shall maintain its records in connection with the respective services referred  
8 to under this Agreement. Such records must be maintained for a minimum of three (3) years.  
9 Records must also be maintained a minimum of three (3) years after the termination of this  
10 Agreement. The party generating the records shall maintain ownership of the records upon  
11 termination of this Agreement.

12 **13. AUDITS AND INSPECTIONS**

13 Each party shall at any time during business hours, and as often as the other party may  
14 deem necessary, make available to the other party for examination all of the former party's records  
15 and data with respect to the matters covered by this Agreement. Each party shall, upon request by  
16 the other party, permit the other party to audit and inspect all such records and data necessary to  
17 ensure the former party's compliance with the terms of this Agreement.

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

21 **14. PROVIDER**

22 The parties hereto acknowledge that PROVIDER, or its replacement, if any during the  
23 term of the PROVIDER Agreement, will carry out COUNTY'S provision of dispatching services  
24 herein. In the event of any such replacement of PROVIDER, the replacement EMS Provider  
25 Agreement will be on substantially the same terms as the EMS Provider Agreement to the extent that  
26 it concerns this Agreement, as provided herein. COUNTY's duty to indemnify, defend, and hold  
27 DISTRICT harmless described in Section 8 above shall apply with respect to PROVIDER's actions  
28 and omissions occurring hereunder.

1           **15.    FORCE MAJEURE**

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

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

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

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

22           **16.    NOTICES**

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

25                   COUNTY

26                   EMS Director, County of Fresno  
27                   Department of Public Health  
28                   P.O. Box 11867  
                    Fresno, CA 93775

DISTRICT

                    Laton Community Service District  
                    Attn: Fire Chief  
                    P.O. Box 447  
                    Laton, CA 93242

1 Any and all notices between COUNTY and DISTRICT provided for or permitted under  
2 this Agreement or by law shall be in writing and shall be deemed duly served when personally  
3 delivered to one of the parties hereto, or in lieu of such personal service, when deposited in the  
4 United States Mail, postage prepaid, addressed to such party, except for notices of termination, which  
5 are effective upon receipt. Notices under this Agreement are not modifications to this Agreement.

6 **17. GOVERNING LAW**

7 The parties hereto agree, that for the purposes of venue, performance under this  
8 Agreement is to be in Fresno County, California.

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

11 **18. SEVERABILITY**

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

14 **19. ENTIRE AGREEMENT**

15 This Agreement constitutes the entire agreement between DISTRICT and COUNTY  
16 with respect to the subject matter hereof and supersedes all previous agreement negotiations,  
17 proposals, commitments, writings, advertisements, publications, and understandings of any nature  
18 whatsoever unless expressly included in this Agreement. This Agreement may be executed in  
19 several counterparts by the parties hereto, in which case, all of such executed duplicate counterpart  
20 originals thereof, taken together, shall be deemed to be one and the same legal instrument.

21 **20. NO THIRD PARTY BENEFICIARIES**

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

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

3 **LATON COMMUNITY SERVICE**  
4 **DISTRICT**

5   
6 Chairman, District Board

7 Paul Keenan President  
8 Print Name & Title

9 JOANNE REMPP, Board Secretary

10 By: Jo Anne Rempp

11 Date: April 26, 2019

12 Mailing Address  
13 Attn: Fire Department  
14 P.O. Box 447  
15 Laton, CA 93242

**COUNTY OF FRESNO**

  
Nathan Magsig, Chairman 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

16 By Susan Bishop  
17 Deputy

18 Fund/Subclass: 0001/10000  
19 Organization: 56201693  
20 Account: 5039



### **SCHEDULE A**

Quarter	Date Due	Amount
1	10/1/2019	\$ 673.50
2	1/1/2020	\$ 673.50
3	4/1/2020	\$ 673.50
4	7/1/2020	\$ 673.50
5	10/1/2020	\$ 693.75
6	1/1/2021	\$ 693.75
7	4/1/2021	\$ 693.75
8	7/1/2021	\$ 693.75
9	10/1/2021	\$ 714.75
10	1/1/2022	\$ 714.75
11	4/1/2022	\$ 714.75
12	7/1/2022	\$ 714.75
13	10/1/2022	\$ 736.00
14	1/1/2023	\$ 736.00
15	4/1/2023	\$ 736.00
16	7/1/2023	\$ 736.00
17	10/1/2023	\$ 758.25
18	1/1/2024	\$ 758.25
19	4/1/2024	\$ 758.25
20	7/1/2024	\$ 758.25