



County of Fresno

Hall of Records, Rm. 301
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Fresno, California
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Legislation Text

File #: 20-0556, **Version:** 1

DATE: July 7, 2020
TO: Board of Supervisors
SUBMITTED BY: David Pomaville, Director, Department of Public Health
SUBJECT: Retroactive Dispatch Services for the City of Kingsburg Fire Department

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 City of Kingsburg Fire Department through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2020, through June 30, 2023 (\$25,864).**
- 2. Approve and authorize the Chairman to execute a retroactive Agreement with K.W.P.H. Enterprises, d.b.a. American Ambulance, for City of Kingsburg Fire Department dispatch services through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2020, through June 30, 2023 (\$22,573).**

Approval of the first recommended action will continue dispatch services for the City of Kingsburg Fire Department through the Fresno County Emergency Medical Services (EMS) Communications Center. Approval of the second recommended action will allow the Department of Public Health to contract with American Ambulance for City of Kingsburg fire dispatch services. The proposed agreement with American Ambulance allows the County to pass-through funds received from the City of Kingsburg for reimbursement of personnel and dispatch costs provided by American Ambulance, retaining 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, the City of Kingsburg would need to find another dispatch center for the fire department.

RETROACTIVE AGREEMENT:

The recommended Agreements are retroactive to July 1, 2020, due to not receiving the final agreements from the City of Kingsburg in sufficient time to meet prior Board date deadlines, and to ensure no break in services.

FISCAL IMPACT:

There is no net County cost associated with the recommended actions. The recommended revenue agreement with the City of Kingsburg will provide a total of \$25,864; \$22,573 will fund the agreement with American Ambulance. The Department will retain \$3,291 to offset County costs, such as personnel and radio equipment. The maximum amount of the recommended agreement with American Ambulance is \$22,573 and will be fully offset with pass-through revenue received from the City of Kingsburg. There are no pending

invoices pertaining to these Agreements. Sufficient appropriations and estimated revenues will be included in the Department's Org 5620 FY 2020-21 Recommended Budget and in subsequent budgets for the duration of the contract term.

DISCUSSION:

The Fresno County EMS Communications Center is a regional dispatch center responsible for the management and dispatch of all ambulance requests in Fresno, Kings and Madera Counties. The EMS Communications Center began dispatch services for the City of Kingsburg in May 2012.

The proposed agreement with the City of Kingsburg would allow the City to continue contracting with the County for dispatch services utilizing the Fresno County EMS Communications Center, which is staffed and operated by American Ambulance under its exclusive operating agreement with the County. The proposed agreement with American Ambulance for fire dispatch services would allow the County to pass-through funds received from the City of Kingsburg to American Ambulance for dispatch services. Approval of the retroactive agreements would allow continuation of services as provided for in the prior agreements with the City of Kingsburg and American Ambulance (Agreement Nos. A-17-309 and A-17-310), approved by the Board on June 20, 2017, and expired on June 30, 2020. The emergency medical and fire dispatch service combination continues to be very effective and the City, County and American Ambulance wish to continue services.

The proposed agreement with the City of Kingsburg can be terminated without cause by either party with a 90-day written notice, and either party may terminate the contract if the other party commits a material breach by providing a 30-day written notice, unless the breaching party cures the breach within the 30 days. The proposed American Ambulance agreement can be terminated without cause by either party with a 60-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 the seven days.

Both 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 the control of either party, the proposed agreements contain a force majeure clause, which excuses the parties' performance under the agreements. The proposed agreements will be effective retroactive to July 1, 2020 through June 30, 2023.

REFERENCE MATERIAL:

BAI #72 - June 20, 2017

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with City of Kingsburg

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

CAO ANALYST:

Raul Guerra