



County of Fresno

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Legislation Text

File #: 24-0686, **Version:** 1

DATE: July 9, 2024

TO: Board of Supervisors

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

SUBJECT: Retroactive Agreements for Dispatch Services for the City of Hanford 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 Hanford, for dispatch services for the Hanford Fire Department through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2024, through June 30, 2027 (\$792,258); and**
- 2. Approve and authorize the Chairman to execute a retroactive Agreement with K.W.P.H. Enterprises, d.b.a. American Ambulance, for Hanford Fire Department dispatch services through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2024, through June 30, 2027 (\$767,427).**

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 City of Hanford Fire Department. This includes a separate agreement with American Ambulance for the actual provision of dispatch services and to pass-through funds received from the City of Hanford 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 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, The City of Hanford will need to find another dispatch center for their fire department.

RETROACTIVE AGREEMENT:

The recommended agreement is retroactive to July 1, 2024 due to a change in key administrative staff at the Hanford Fire Department during the contract renewal period. Contract draft was initially sent to Hanford in January 2024, but the change in staff led to delays in getting the contract before their City Council.

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 City of Hanford. 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 Hanford in 2022.

The prior agreements were passed by your Board on February 1, 2022 (Agreement Nos. 22-044 and 22-045).

The proposed revenue agreement with Hanford allows 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 service agreement with American Ambulance for dispatch services allows the County to pass-through funds received by Hanford for fire dispatch services; and continue services as provided for in prior agreement, which expired on June 30, 2024.

The proposed revenue agreements with City of Hanford 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 agreement 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 #27, February 1, 2022

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with City of Hanford
On file with Clerk - Agreement with American Ambulance
Attachment A

CAO ANALYST:

Ronald Alexander