



# County of Fresno

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## Legislation Text

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**File #:** 17-0799, **Version:** 1

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**DATE:** September 12, 2017

**TO:** Board of Supervisors

**SUBMITTED BY:** David Pomaville, Director, Department of Public Health

**SUBJECT:** Dispatch Services for the City of Fresno Fire Department

### RECOMMENDED ACTION(S):

- 1. Approve and authorize the Chairman to execute a retroactive revenue Agreement with the City of Fresno, for dispatching services for the City of Fresno Fire Department through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2017 through June 30, 2018 (\$787,572).**
- 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 Fresno Fire Department dispatching services through the Fresno County Emergency Medical Services Communications Center, effective July 1, 2017 through June 30, 2018 (\$717,284).**

Approval of the first recommended action will allow the continuation of dispatch services for the City of Fresno 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 Fresno fire dispatch services. The proposed agreement with American Ambulance allows the County to pass-through funds received from the City of Fresno 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.

### ALTERNATIVE ACTION(S):

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

### RETROACTIVE AGREEMENT:

The agreements are retroactive to July 1, 2017 due to extended contract negotiations with the City of Fresno.

### FISCAL IMPACT:

There is no increase to Net County Cost associated with the recommended actions. The recommended revenue agreement with the City of Fresno will provide a total of \$787,572; \$717,284 will fund the agreement with American Ambulance and \$70,288 will be retained by the Department to offset County costs including personnel and radio equipment. The maximum amount of the recommended agreement with American Ambulance is \$717,284 and will be fully offset with pass-through revenue received from the City of Fresno agreement. Sufficient appropriations and estimated revenues will be included in the Department's Org 5620 FY 2017-18 Recommended Budget.

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 Center began dispatching services for the City of Fresno Fire Department in February 2006 and the current agreements for services were approved by your Board on June 17, 2014. The emergency medical and fire dispatch service combination continues to be very effective and the City, County, and American Ambulance wish to continue the services.

The proposed agreement with the City of Fresno would allow the City to continue contracting with the County for fire dispatching 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 allows the County to pass-through funds received from the City of Fresno to American Ambulance for dispatch services.

The proposed agreement with the City of Fresno 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 10-day written notice, unless the breaching party cures the breach within the 10 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 agreement. The proposed agreements will be effective July 1, 2017 through June 30, 2018 and deviate from the County's standard agreement of three-year base with two one-year extensions due to a request for a shorter term by the City of Fresno.

REFERENCE MATERIAL:

BAI #49, June 17, 2014 - Agt. Nos. 14-344 and 14-345

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with City of Fresno

On file with Clerk - Agreement with American Ambulance

CAO ANALYST:

Sonia De La Rosa