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6/5/14

AGREEMENT

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of June, 2014, 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, since February 1, 2006, COUNTY has provided dispatching services for CITY through that certain Agreement for dispatching services dated October 18, 2005 (COUNTY Agreement No. A-05-524) by and between COUNTY and CITY (the “Original Agreement”); and

WHEREAS, the Original Agreement was amended on December 18, 2007 (COUNTY Agreement No. A-07-548) and March 25, 2008 (COUNTY Agreement No. A-05-524-2) and terminated on June 30, 2008; and

WHEREAS, CITY and COUNTY developed a successor agreement (COUNTY Agreement No. 08-304) beginning July 1, 2008 through June 30, 2011; and

WHEREAS, CITY and COUNTY developed another successor agreement (COUNTY Agreement No. 11-309) beginning July 1, 2011 through June 30, 2014; 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

1 combined EMS and FIRE Dispatching Services for the purpose of providing improved services to the  
2 public; and

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

5 WHEREAS, it has been determined by CITY and COUNTY there is a need to provide EMS  
6 dispatching services and FIRE Dispatching Services through a centralized and combined effort by  
7 COUNTY's EMS Communications Center and FIRE; and

8 WHEREAS, COUNTY's EMS Communications Center is staffed and operated by K.W.P.H.  
9 Enterprises, doing business as American Ambulance, a California corporation ("PROVIDER")  
10 through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance  
11 Services and Advanced Life Support (Paramedic) Services, dated July 10, 2007 (COUNTY  
12 Agreement No. 07-292), by and between COUNTY and PROVIDER, including all amendments  
13 thereto (the "EMS PROVIDER Agreement").

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

16 **1. SERVICES**

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

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

23 (2) COUNTY shall be responsible for selection, configuration, installation,  
24 and maintenance of equipment, hardware, software and other technologies associated with this  
25 Agreement. Such equipment, hardware, software (including software licenses), and other technologies  
26 purchased and/or obtained through this Agreement shall be the sole property of COUNTY; and

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

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

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

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

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

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

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

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

28 (h) COUNTY shall provide a system capable of showing the location

1 of the closest ambulance and fire unit for each medical aid incident in order to assure the appropriate  
2 dispatch and response of a first responder unit.

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 according  
5 to dispatch policy.

6 (j) COUNTY shall record all telephone and radio transmissions and  
7 provide instant playback as needed.

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 providing dispatching services within Fresno County.

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 and CITY shall work together toward the goal of  
18 becoming certified as a Resource Ordering and Status System (ROSS) center in accordance with State  
19 guidelines within two years.

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

24 (p) COUNTY shall provide that dispatch staff is trained at the  
25 emergency fire dispatch level as agreed upon by CITY and COUNTY.

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

1 as needed.

2 (r) The goal for the immediate dispatch of a fire apparatus, in  
3 accordance with FIRE approved dispatch protocols and National Fire Protection Association (NFPA)  
4 Standard 1221, excluding multiple unit responses, reassigned responses and other situations beyond the  
5 COUNTY's EMS Communications Center control; shall be no more than sixty (60) seconds in a  
6 minimum of ninety five percent (95%) of calls received each month. The Total Alarm Handing (TAH)  
7 time will be measured from the time the telephone is answered by the call taker to the time the first fire  
8 apparatus is alerted to the incident either by radio, telephone, pager, or station alerting device. A review  
9 shall occur for all cases in which dispatches are over ninety (90) seconds and results will be evaluated  
10 for improvement opportunities by the Fire Dispatch Continuous Quality Improvement (CQI) Committee.

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

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

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

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

1 (t) COUNTY shall provide necessary support staff to provide  
2 responsiveness (within seven [7] days) to changes in CAD system, including global information  
3 system GIS updates, response criteria, update of street layers, CAD/mobile software updates,  
4 protocols, and CAD/RMS interface(s).

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

9 (v) COUNTY will provide office space at the COUNTY's EMS  
10 Communications Center for FIRE's liaison as space is available.

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

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

17 (y) If 9-1-1 funds are received by State of California, Department of  
18 General Services, for the FIRE secondary PSAP designation, the CITY agrees to allow COUNTY to  
19 use said funds to enhance FIRE dispatch operations in accordance with the State of California,  
20 Department of General Services 9-1-1 funding guidelines.

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

24 C. CITY shall perform the following functions:

25 (1) CITY shall provide all fire suppression services for all fire suppression  
26 calls dispatched by COUNTY's EMS Communications Center requiring FIRE apparatuses.

27 (2) FIRE shall consult with COUNTY's Representative in developing  
28 FIRE's Policies and Procedures relating to dispatch only. CITY shall provide FIRE's Policies and

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

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

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

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

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

21 (7) CITY shall be responsible for the provision and maintenance of all radio  
22 and computer equipment in FIRE apparatuses.

23 **2. TERM**

24 A. This Agreement shall become effective on the 1<sup>st</sup> day of July, 2014, at 12:00:00  
25 A.M., and shall continue in full force and effect, and terminate on the 30<sup>th</sup> day of June, 2017, at  
26 11:59:59 P.M., unless sooner terminated as provided herein.

27 B. This Agreement may be renewed with approval of CITY and COUNTY through  
28 written amendment and modification of terms and conditions herein set forth. Written notice of non-

1 renewal shall be provided by either CITY or COUNTY (which may be by COUNTY's  
2 Representative) not later than thirty (30) days prior to the termination of the current Agreement term.

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

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

1           **3.     TERMINATION**

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

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

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

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

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

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

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1           **4. COMPENSATION FOR SERVICES**

2           A. For COUNTY's performance of FIRE Dispatching Services herein, CITY agrees  
3 to pay COUNTY and COUNTY agrees to receive compensation pursuant to Schedule A, attached  
4 hereto and incorporated herein by this reference. In no event shall compensation for COUNTY's  
5 performance of FIRE Dispatching Services under this Agreement be in excess of the amounts listed as  
6 follows:

7                   (1) For the period of July 1, 2014 through June 30, 2015, the amount of this  
8 Agreement shall not exceed Seven Hundred Twenty Two Thousand Six Hundred Eighty-Eight and  
9 00/100 Dollars (\$722,688.00).

10                   (2) For the period of July 1, 2015 through June 30, 2016, the amount of this  
11 Agreement shall not exceed Seven Hundred Thirty Seven Thousand One Hundred Thirty-Six and  
12 00/100 Dollars (\$737,136.00).

13                   (3) For the period of July 1, 2016 through June 30, 2017, the amount of this  
14 Agreement shall not exceed Seven Hundred Fifty One Thousand Eight Hundred Eighty Four and  
15 00/100 Dollars (\$751,884.00).

16           B. CITY shall pay COUNTY no later than the fifteenth (15<sup>th</sup>) day of the month in  
17 which the services are provided by COUNTY without the necessity of COUNTY submitting invoices  
18 to CITY. All payments shall be remitted to COUNTY at the following address: Department of Public  
19 Health – Emergency Medical Services Division, P.O. Box 11867, Fresno CA 93775.

20           **5. INDEPENDENT CONTRACTOR**

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

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

4 B. Because of its status as an independent contractor, COUNTY shall have  
5 absolutely no right to employment rights and benefits available to CITY employees. COUNTY shall  
6 be solely liable and responsible for providing to, or on behalf of, its employees all legally-required  
7 employee benefits. In addition, COUNTY shall be solely responsible and save CITY harmless from  
8 all 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 CITY or to this  
11 Agreement.

12 **6. MODIFICATION**

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

15 **7. HOLD-HARMLESS**

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

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

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

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

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

15 **8. INSURANCE**

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

1           **9.     CONFIDENTIALITY**

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

5           **10.   NON-DISCRIMINATION**

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

11          **11.   RECORDS**

12          Each party shall maintain its records in connection with the respective services referred  
13 to under this Agreement. Such records must be maintained for a minimum of three (3) years. Records  
14 must also be maintained a minimum of three (3) years after the termination of this Agreement. The  
15 party generating the records shall maintain ownership of the records upon termination of this  
16 Agreement. This Section 11 shall survive expiration or termination of this 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 the  
20 other party may deem necessary, make available to the other party for examination all of the party's  
21 records and data with respect to the matters covered by this Agreement. During the same period of  
22 time, each party shall also, upon request by the other party, permit the other party to audit and inspect  
23 all such records and data necessary to ensure the party's compliance with the terms of this Agreement.

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

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

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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.

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1           **15.    NOTICES**

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

4 <u>COUNTY</u>	<u>CITY</u>
5                            Director, County of Fresno	City of Fresno
6                            Department of Public Health	Attn: City Manager
7                            P.O. Box 11867	2600 Fresno Street
Fresno, CA 93775	Fresno, CA 93721

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

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

15           **16.    GOVERNING LAW**

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

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

20           **17.    SEVERABILITY**

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

23           **18.    NON-ASSIGNMENT**

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

26           **19.    ENTIRE AGREEMENT**

27                        This Agreement constitutes the entire agreement between CITY and COUNTY with  
28 respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,

1 commitments, writings, advertisements, publications, and understandings of any nature whatsoever  
2 unless expressly included in this Agreement. This Agreement may be executed in several counterparts  
3 by the parties hereto, in which case, all of such executed duplicate counterpart originals thereof, taken  
4 together, shall be deemed to be one and the same legal instrument.

5 **20. NO THIRD PARTY BENEFICIARIES**

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

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

3 **CITY OF FRESNO**

4 **COUNTY OF FRESNO**

5  
6 By *Bruce Rudd*  
7 Bruce Rudd, City Manager

By \_\_\_\_\_  
Chairman, Board of Supervisors

8 Date: *6/9/14*

Date: \_\_\_\_\_

9  
10 YVONNE SPENCE, City Clerk

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

11 By *Cindy Bruer*  
12 *Deputy*

By \_\_\_\_\_

13 Date: *6/9/14*

Date: \_\_\_\_\_

14  
15 APPROVED AS TO FORM:  
16 DOUGLAS SLOAN, CITY ATTORNEY

17  
18 By *May Ann F. Soafe*

19  
20 Date: *May 15, 2014*

21  
22  
23 Mailing Address:  
24 2600 Fresno Street  
25 Fresno, CA 93721  
26 Phone #: (559) 621-7770  
27 Fax #: (559) 621-7776  
28 Contact: City Manager

**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

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

**CITY OF FRESNO**

**COUNTY OF FRESNO**

By \_\_\_\_\_  
Bruce Rudd, City Manager

By *Frank Casimairy*  
Vice Chairman, Board of Supervisors

Date: \_\_\_\_\_

Date: 6/17/2014

YVONNE SPENCE, City Clerk

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

By \_\_\_\_\_

By *Bernice E. Seidel*

Date: \_\_\_\_\_

Date: 6/17/2014

APPROVED AS TO FORM:  
DOUGLAS SLOAN, CITY ATTORNEY

By \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address:  
2600 Fresno Street  
Fresno, CA 93721  
Phone #: (559) 621-7770  
Fax #: (559) 621-7776  
Contact: City Manager

**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**



**Schedule A**

<b>Date</b>	<b>Personnel Services</b>	<b>County Services</b>	<b>Payment Amount</b>
Jul 2014	\$56,297.00	\$3,927.00	\$60,224.00
Aug 2014	\$56,297.00	\$3,927.00	\$60,224.00
Sep 2014	\$56,297.00	\$3,927.00	\$60,224.00
Oct 2014	\$56,297.00	\$3,927.00	\$60,224.00
Nov 2014	\$56,297.00	\$3,927.00	\$60,224.00
Dec 2014	\$56,297.00	\$3,927.00	\$60,224.00
Jan 2015	\$56,297.00	\$3,927.00	\$60,224.00
Feb 2015	\$56,297.00	\$3,927.00	\$60,224.00
Mar 2015	\$56,297.00	\$3,927.00	\$60,224.00
Apr 2015	\$56,297.00	\$3,927.00	\$60,224.00
May 2015	\$56,297.00	\$3,927.00	\$60,224.00
Jun 2015	\$56,297.00	\$3,927.00	\$60,224.00
Jul 2015	\$56,427.00	\$5,001.00	\$61,428.00
Aug 2015	\$56,427.00	\$5,001.00	\$61,428.00
Sep 2015	\$56,427.00	\$5,001.00	\$61,428.00
Oct 2015	\$56,427.00	\$5,001.00	\$61,428.00
Nov 2015	\$56,427.00	\$5,001.00	\$61,428.00
Dec 2015	\$56,427.00	\$5,001.00	\$61,428.00
Jan 2016	\$56,427.00	\$5,001.00	\$61,428.00
Feb 2016	\$56,427.00	\$5,001.00	\$61,428.00
Mar 2016	\$56,427.00	\$5,001.00	\$61,428.00
Apr 2016	\$56,427.00	\$5,001.00	\$61,428.00
May 2016	\$56,427.00	\$5,001.00	\$61,428.00
Jun 2016	\$56,427.00	\$5,001.00	\$61,428.00
Jul 2016	\$56,730.00	\$5,927.00	\$62,657.00
Aug 2016	\$56,730.00	\$5,927.00	\$62,657.00
Sep 2016	\$56,730.00	\$5,927.00	\$62,657.00
Oct 2016	\$56,730.00	\$5,927.00	\$62,657.00
Nov 2016	\$56,730.00	\$5,927.00	\$62,657.00
Dec 2016	\$56,730.00	\$5,927.00	\$62,657.00
Jan 2017	\$56,730.00	\$5,927.00	\$62,657.00
Feb 2017	\$56,730.00	\$5,927.00	\$62,657.00
Mar 2017	\$56,730.00	\$5,927.00	\$62,657.00
Apr 2017	\$56,730.00	\$5,927.00	\$62,657.00
May 2017	\$56,730.00	\$5,927.00	\$62,657.00
Jun 2017	\$56,730.00	\$5,927.00	\$62,657.00