

**COOPERATIVE AGREEMENT
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT
AND THE CITY OF KINGSBURG**

Made for the following services:

- FIRE PROTECTION
- MEDICAL SERVICES
- RESCUE SERVICES
- FIRE PREVENTION AND CODE ENFORCEMENT
- EMERGENCY DISPATCH SERVICES
- FIRE APARATUS REPAIR AND MAINTENANCE
- HAZMAT RESPONSE SERVICES

THIS AGREEMENT, made and entered into and effective this 1st day of July, 2022, by and between The Fresno County Fire Protection District (hereinafter referred to as "DISTRICT") and the City of Kingsburg (hereinafter referred to as "CITY"), whereby it is agreed as follows:

Article I. SECTION I: PURPOSE AND SCOPE

The purpose of the Agreement is to arrange for the DISTRICT, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement ("CAL FIRE Agreement"), see, attached Exhibit "A", with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with Emergency Dispatch Services. DISTRICT will dispatch CITY apparatus and personnel to any and all medical responses, motor vehicle accidents, fires, mutual aid calls, and any other life-threatening emergency that comes through the 911 system within the response area of the CITY ("Scope of Services"), see attached Exhibit "B".

This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide Emergency Dispatch Services only. The parties hereto understand and agree that services to be provided under this agreement must be consistent with the terms and conditions of the CAL FIRE Agreement, that no services may be provided by the DISTRICT under this agreement that are not consistent and in conformity with the CAL FIRE Agreement, and that the DISTRICT is under no obligation to provide services under this agreement that are not consistent and in conformity with the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The DISTRICT Fire Chief appointed by the Board of Directors of the DISTRICT, or his designee, (hereinafter referred to as "Chief") shall represent the DISTRICT during the period of this Agreement and Chief shall, under the supervision and

direction of the DISTRICT'S Board of Directors, have charge of providing the Emergency Dispatch Services as provided in the Scope of Services.

B. CITY shall assign an existing Chief Officer or designee as the City contract representative ("City of Kingsburg Representative"). The DISTRICT Fire Chief shall communicate with the City of Kingsburg Representative for directing the Emergency Dispatch Services provided to CITY as set forth in Exhibit "C".

SECTION III: PAYMENT FOR SERVICES

A. CITY shall pay the DISTRICT actual costs for Emergency Dispatch Services pursuant to this agreement in an amount not to exceed that set forth in Exhibit "C," as amended annually based on annual call volume. The DISTRICT shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "C," on a bi-annual basis with the first payment due on January 31st, covering the period July 1st thru December 31st. The second payment will be due on July 31st, covering the period January 1st thru June 30th. CITY shall pay the claim within thirty (30) days after receipt thereof.

B. The DISTRICT Fire Chief is authorized to negotiate and execute any amendments to Exhibit "C" of this Agreement on behalf of the DISTRICT without further authority from the DISTRICT'S Board of Directors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "C" on behalf of CITY.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2022 to June 30, 2025**. This Agreement may be extended by an additional term of twelve (12) months from July 1, 2025 to June 30, 2026 ("Extension Term"), unless either party provides notice of non-renewal not later than April 1, 2025. If a notice of non-renewal is given unilaterally by the DISTRICT, except any notice issued because of actions of CAL FIRE or CITY, the DISTRICT agrees to continue to provide Emergency Dispatch Services (only) to CITY until such time as CITY has a reasonable opportunity to implement an alternative Emergency Dispatch Service.

B. The Scope of Services and Exhibit C calculations shall apply to the Extension Term unless the parties agreed to a modification. CITY shall give the DISTRICT written notice not later than April 1, 2025, of whether CITY intends to change the level of fire protection services from that provided by this agreement. DISTRICT shall give the CITY written notice not later than April 1, 2025, of and proposed changes in rate(s) and an updated Exhibit C for FY 2025-26.

SECTION V: PROPERTY ACCOUNTING

All personal property or fixtures to real property provided by CITY OF KINGSBURG and by the DISTRICT for the purpose of providing Emergency Dispatch Services under

the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the DISTRICT for the segregation, care, and use of the respective property of each.

SECTION VI: INDEMNIFICATION

A. DISTRICT and CITY hereby agree to indemnify, defend and hold the other party, its governing board or council, officials, officers, employees, agents, attorneys and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of the indemnifying party or its subcontractors relating to the performance of this Agreement to the fullest extent permitted by law, unless the injuries or damages are the result of the non-indemnifying party's sole negligence or willful misconduct, subject to any limitations imposed by law. DISTRICT and CITY agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

B. Prior to commencement of the Emergency Dispatch Services, DISTRICT shall take out and maintain at its own expense insurance coverage in an amount of not less than ONE MILLION dollars (\$1,000,000.00) naming the CITY as an additional insured. DISTRICT shall provide the CITY with a Certificate of Insurance showing proof of such coverage.

SECTION VII: AUDIT

The DISTRICT and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The DISTRICT and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION VIII: DISPUTES

The CITY of Kingsburg Representative shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with the DISTRICT, when, upon determination by the DISTRICT Fire Chief that a situation exists under this agreement in which a decision to serve the interest of CITY has the potential to conflict with the DISTRICT interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

Disputes that are unable to be resolved by CITY and the DISTRICT representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Fresno.

SECTION IX: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this agreement, the DISTRICT may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between the DISTRICT and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration or litigation.

SECTION X: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

FRESNO COUNTY FIRE
PROTECTION DISTRICT
Fire Chief
210 S. Academy Ave.
Sanger, CA 93657

CITY OF KINGSBURG
City Manager
1401 Draper Street
Kingsburg, CA 93631

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Emergency Dispatch Services (only). It may be amended or modified upon the mutual written consent of the parties hereto. This agreement does NOT supplement other specific agreements entered into by both partners for equipment or facilities, and excepting those equipment or facilities agreements, this agreement cancels and supersedes any previous agreement for the same or similar services.

IN WITNESS WHEREOF, the duty authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF KINGSBURG

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

CITY OF KINGSBURG
LEGAL COUNSEL

Title: _____

(SEAL)

Dated: _____

FRESNO COUNTY FIRE
PROTECTION DISTRICT

By: _____
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: _____
Clerk of the Board

FRESNO COUNTY FIRE
PROTECTION DISTRICT
LEGAL COUNSEL

(SEAL)

EXHIBIT A

Link to CAL FIRE Agreement: https://www.fresnocountyfire.org/wp-content/uploads/2022/05/Sched-A-Contract-4CA04406-FY19_22-Signed.pdf

EXHIBIT B

Fresno County Fire Protection District Standard Response Plan																
Incident Type	1st Alarm Response					1st Alarm Notifications						2nd Alarm Notifications				
	Eng	Res	TRK	WT*	BC	UC	DC	BC	FP	TG	PIO	UC	DC	BC	FP	TG
FIRE																
Structure	4		1	2	1						x		x	1	x	x
Structure Target Hazard	6		1	2	2						x		x	1	x	x
Fire Alarm Residential	1															
Fire Alarm Commercial	1or2											x				
Refuse	1															
Vegetation (LRA)	2										x		x	1		
Vegetation (SRA)	See CALFIRE SRA Response						x^				x	x	x		x	x
Harvested Ag	2			1				x								
Improvement	1															
Farm Equipment	1							x					x			
Veh (pass. Pickup) LRA/SRA	1															
Veh (big rig, bus) LRA/SRA	2			1	1						x		x			x
Aircraft/Train	2			1	1				x	x	x	x	x		x	
Unknown Type/Reported Out	1												x			
EACH Additional Alarm	Duplicate 1st Alarm												x			
Other																
Medical Aid/Industrial Accident	1							x								x
Pin-in/Multi-Cas	2							x			x	x				x
Technical Rescue	3	1	1		1		x				x					
MVA	2															
MVA (bus, train)	3			2	1		x				x					
FMS/PSA	1															
Haz-mat Incident (MEN, PAR)	2				1						x					
Smoke Check	1															
Bomb Threat/Terrorism	1					x	x	x	x	x	x	x				

EXHIBIT C

City of Kingsburg						
FY22/23 Cost Estimate for July 1, 2022 through June 30, 2023						
Fire Protection Services - Dispatch Services Only						
CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS	TOTAL COST
Salaries					63.86%	
Communications Operator	7	\$4,400.00	1.00	\$30,800.00	\$19,668.88	50,468.88
Extended Duty Week Compensation					0.00%	
Not Applicable						
Overtime					1.45%	
Overtime	1	\$0.00	1.00	\$0.00	\$0.00	0.00
Uniforms					0.00%	
Uniforms (Perm)	0	\$104.17	1.00	\$0.00	\$0.00	0.00
Sub-Total Personnel Services						50,468.88
Contract Administrative Fee CAL FIRE Administrative Rate of 12.01% for Personnel.				12.01%		6,061.31
TOTAL PERSONNEL SERVICES						56,530.19
Operating						
Utilities						0.00
Fuel						0.00
Vehicle Maintenance						0.00
Miscellaneous Operating Expenses						0.00
TOTAL OPERATING EXPENSES						0.00
FCFPD Administrative Fee - 10% for Operating Expenses				10.00%		0.00
TOTAL PERSONNEL AND OPERATIONS						56,530.19
Less: 50% Discount expanded auto aid agreement						28,265.10
GRAND TOTAL ESTIMATED COST FOR 2022/2023 FISCAL YEAR						28,265.10