

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

Made for the following services:

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

This Agreement for Emergency Dispatch Services (hereinafter referred to as "Agreement"), made and entered into and effective this **August 1, 2022**, by and between the Fresno County Fire Protection District (hereinafter referred to as "District") and the City of Selma (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 Exhibit "A" attached hereto, with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide City with Emergency Dispatch Services. The District will dispatch City 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 boundaries of the City ("Scope of Services").

This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and shall only provide for Emergency Dispatch Services. 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 "Fire Chief") shall represent the District during the term of this Agreement and the Fire Chief shall, under the supervision and direction of the District's Board of Directors, have charge of the organization described in Exhibit "B", attached hereto, for the purpose of providing Emergency Dispatch Services (only) as

deemed necessary to satisfy the needs of both the District and City, except upon those lands wherein other local governmental agencies have responsibility for the same or similar fire protection services.

B. City shall assign an existing Chief Officer, or designee, as the City contract representative (“City of Selma Representative”). The Fire Chief shall communicate with the City of Selma Representative for directing the Emergency Dispatch Services provided to the City as set forth in Exhibit “C”, attached hereto.

### 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 “D” attached hereto, as adjusted annually based on annual call volume. The District shall make a claim to City for the actual cost of contracted services, pursuant to Exhibit “D,” on a bi-annual basis with the first payment due on January 31<sup>st</sup>, covering the period July 1<sup>st</sup> thru December 31<sup>st</sup>. The second payment will be due on July 31<sup>st</sup>, covering the period January 1<sup>st</sup> thru June 30<sup>th</sup>. City shall pay the claim within thirty (30) days after receipt thereof.

B. The Fire Chief is authorized to negotiate and execute any adjustments to Exhibit “D” of this Agreement on behalf of the District without further authority from the District’s Board of Directors. The City of Selma Representative shall, under the supervision and direction of City, be authorized to execute amendments to Exhibit “D” on behalf of City.

### SECTION IV: INITIAL TERM, RENEWAL, AND TERMINATION

A. The term of this Agreement shall be from **August 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 provided 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 the City for up to one (1) year from the date of the notice of non-renewal, to provide the City a reasonable opportunity to implement an alternative Emergency Dispatch Service.

B. This Agreement may be terminated as follows:

- i. Either the City or District may terminate this Agreement if the other party fails to cure a material breach of this Agreement within thirty (30) days after receipt of written notice thereof.
- ii. Either the City or District may terminate this Agreement at any time, for any reason, by providing the other party sixty (60) days’ advance written notice of such intended termination.

C. The Scope of Services and Exhibit "D" calculations shall apply to the Extension Term unless the parties agree in writing to a modification. City shall give the District written notice not later than April 1, 2025, if City intends to modify 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 proposed changes in rate(s) and an updated Exhibit "D" for FY 2025-26.

#### SECTION V: PROPERTY ACCOUNTING

All personal property provided by the City 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 liability insurance coverage in an amount of not less than TWO MILLION dollars (\$2,000,000.00) 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

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 the final payment pursuant to the Agreement, unless a longer period of records retention is stipulated. (Gov. Code § 8546.7 Parties also agree to allow for auditor(s) to access 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 Selma Representative shall be available for contract resolution or policy intervention with the District upon determination by the Fire Chief that a situation exists under this Agreement in which there is a potential conflict of interest between City and District. Any dispute concerning a question of fact arising under the terms of this Agreement shall be brought to the attention of the City of Selma Representative within ten (10) days of discovery.

Disputes that are unable to be resolved by City and 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

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 in such action 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 with the United States Postal Service and addressed to:

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

CITY OF SELMA  
City Manager  
1710 Tucker St.  
Selma, CA 93662

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. In person delivery 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 only upon the mutual written agreement of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by each party hereto 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 between the parties hereto.

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

Dated: \_\_\_\_\_

CITY OF SELMA

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_  
CITY OF SELMA  
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](https://www.fresnocountyfire.org/wp-content/uploads/2022/05/Sched-A-Contract-4CA04406-FY19_22-Signed.pdf)

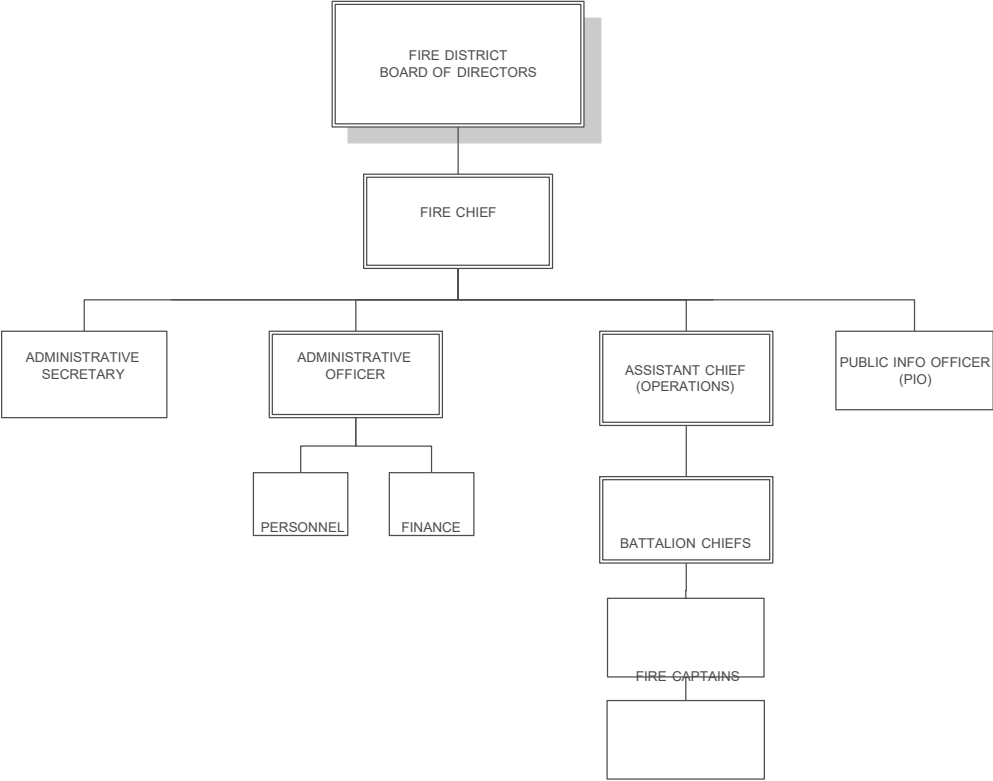
## EXHIBIT B

<b>Fresno County Fire Protection District Standard Response Plan</b>																
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
<b>FIRE</b>																
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 <sup>A</sup>				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			
<b>EACH Additional Alarm</b>	<b>Duplicate 1st Alarm</b>												x			
<b>Other</b>																
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	x			

**EXHIBIT C**



**FRESNO COUNTY FIRE PROTECTION DISTRICT  
ORGANIZATIONAL CHART**



DUSTIN HAIL, FIRE CHIEF      01/04/2022  
\_\_\_\_\_  
DATE



**EXHIBIT D**

City of Selma						
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
<b>Salaries</b>					<b>63.86%</b>	
Communications Operator	1	\$4,400.00	6.50	\$28,600.00	\$18,263.96	46,863.96
<i>*Annual Call Volume/350 calls = Personnel Months</i>						
<b>Extended Duty Week Compensation</b>					<b>0.00%</b>	
Not Applicable						
<b>Overtime</b>					<b>1.45%</b>	
Overtime	1	\$0.00	1.00	\$0.00	\$0.00	0.00
<b>Uniforms</b>					<b>0.00%</b>	
Uniforms (Perm)	0	\$104.17	1.00	\$0.00	\$0.00	0.00
<b>Sub-Total Personnel Services</b>						<b>46,863.96</b>
Contract Administrative Fee CAL FIRE Administrative Rate of 12.01% for Personnel				<b>12.01%</b>		5,628.36
<b>TOTAL PERSONNEL SERVICES</b>						<b>52,492.32</b>
<b>Operating</b>						
Utilities						0.00
Fuel						0.00
Vehicle Maintenance						0.00
Miscellaneous Operating Expenses						0.00
<b>TOTAL OPERATING EXPENSES</b>						<b>0.00</b>
FCFPD Administrative Fee - 10% for Operating Expenses				<b>10.00%</b>		<b>0.00</b>
<b>TOTAL PERSONNEL AND OPERATIONS</b>						<b>52,492.32</b>
Less: 50% Discount expanded auto aid agreement						26,246.16
<b>GRAND TOTAL ESTIMATED COST FOR 2022/2023 FISCAL YEAR</b>						<b>26,246.16</b>