

**EMERGENCY DISPATCHING &
COMMUNICATION SERVICES AGREEMENT**

**Between
COUNTY OF TULARE
And
CITY OF FARMERSVILLE**

This EMERGENCY DISPATCHING & COMMUNICATIONS SERVICES AGREEMENT ("Agreement") between THE COUNTY OF TULARE a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the "CITY OF FARMERSVILLE," hereinafter referred to as "CITY," is entered into this 1st day of July 2024. COUNTY and CITY are each a "PARTY" and together are the "PARTIES" to this Agreement, which is made with reference to the following:

WHEREAS, pursuant to Federal Communications Commission Rules and Regulations section 90.179, the sharing of radio frequencies is authorized; and

WHEREAS, pursuant to Government Code sections 54981.7, the COUNTY and the CITY may enter into agreements for emergency dispatch and communication services; and

NOW, THEREFORE, the PARTIES hereto mutually agree as follows:

1. **IDENTIFICATION:** This Agreement is between the COUNTY and the CITY, concerning dispatching and communications on, or near the CITY.
2. **PURPOSE:** The Agreement provides interagency guidelines for emergency dispatching and communications for the CITY responders and information necessary to properly execute the terms of this Agreement.
3. **DEFINITIONS:** Unless the particular provisions or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.
 - a. "Unit" shall mean an engine company including apparatus, equipment, and personnel.
 - b. "Dispatch" shall mean any radio traffic activity or request that causes the COUNTY Emergency Communication Center to engage on behalf of the CITY.
 - c. "Closest available resources" shall mean any participating Mutual Aid fire agency's firefighting apparatus that is nearest in proximity to the location of the emergency activity.
 - d. "Mutual Aid" is defined as the provision of resources (personnel, apparatus, and equipment) to a requesting party already engaged in emergency operations, which have exhausted or will shortly exhaust the local jurisdiction resources.
 - e. "Industrial response" is an interagency Incident Management response to support industrial structure and natural disaster incidents.

4. **GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The PARTIES agree that this contract is made in and shall be performed in Tulare County, California.
5. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the PARTIES agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the PARTIES mutually agree otherwise. The mediator shall be an attorney licensed to practice law in the State of California, or be a retired federal state judge, justice, or commissioner who is mutually selected by the PARTIES, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each PARTY. All costs and fees required by the mediator shall be split equally by the PARTIES; otherwise, each PARTY shall bear its own costs of mediation. Mediation shall be conducted consistent with California Evidence Code sections 1115-1128. The mediator shall owe a professional duty to both Parties and shall be barred from testifying in any litigation concerning any information obtained or disclosed in the course of the mediation. If mediation fails to resolve the dispute within thirty (30) days either party may pursue litigation to resolve the dispute.
6. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned PARTIES and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
7. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
8. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority or as agreed by the PARTIES; to be in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either PARTY is lost, the Agreement may be terminated at the option of the affected PARTY. In all other cases the remainder of the Agreement shall continue in full force and effect.
9. **ASSURANCES OF NON-DISCRIMINATION:** The COUNTY and the CITY shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
10. **RADIO COMMUNICATIONS:** The CITY agrees to acquire and maintain at its own expense radio communications equipment meeting Federal Communication Commission specification compatible with the COUNTY fire operations frequencies and to operate on the following frequencies:

TLC 1 DSP Transmit: 155.895 Receive: 154.010
TLC 2 CMD Transmit: 158.925 Receive: 153.905
TLC 3 CMD Transmit: 158.760 Receive: 154.100

TLC TAC 1 Transmit: 155.910 Receive: 155.910

TLC TAC 2 Transmit: 156.090 Receive: 156.090

TLC TAC 3 Transmit: 153.830 Receive: 153.830

OES Fire and Rescue

V-Fire 21: 154.280, V-Fire 22: 154.265, V-Fire 23: 154.295 V-Fire 24: 154.275

V-Fire 25: 154.285 & (Farmersville fire tac) Farmersville Fire Transmit: 159.1125

Equipment by type & use, authorized for frequency use:

Base Station: 2 Mobile: 7 Portable: 22 Pagers: 25

- 11. RADIO EQUIPMENT:** The equipment referred to in paragraph 10 above shall be and remain the property of the CITY; the COUNTY shall be the licensee pursuant to Federal Communications Commission Rules and Regulations. The applications for authority to add to or modify station licenses shall be made by and in the name of the COUNTY.

COUNTY authorizes the CITY to operate said equipment for tests purposes and operation use.

The CITY agrees to operate and maintain said equipment in accordance with the rules and regulations of the Federal Communications commission and the operation procedures established by the COUNTY. In the event of any violation by the CITY of such rules and regulations or of any other law concerning the operation of said equipment, COUNTY may terminate this Agreement at any time.

- 12. EMERGENCY DISPATCH SERVICES:** The COUNTY agrees to provide emergency dispatch and communications services, as the *sole provider* of said fire department dispatching service to the CITY in accordance with this Agreement.

For consistent automated reporting and organization of emergency incident data, The CITY shall subscribe to the web-based Emergency Reporting System (ERS), by Emergency Management Software (ESO) or the COUNTY selected reporting system.

The COUNTY will answer and interrogate emergency calls and callers 24 hours per day, 7 days per week, year-round.

The COUNTY will alert appropriate personnel, as designated by the CITY for emergency response in accordance with Exhibit A attached hereto and incorporated herewith.

The COUNTY will monitor response and dispatch additional personnel and/or equipment as requested by the Incident Commander.

The COUNTY, as the Operational Area Fire and Rescue (OES) Coordination Communication Center shall assist the CITY with additional emergency equipment requests by placing requests to the Operational Area Fire Department Mutual Aid participating agencies.

- 13. COST OF EMERGENCY DISPATCH SERVICES:** In providing services pursuant to paragraph 12 above, payment for services rendered shall be as follows:

The CITY agrees to pay the COUNTY for all cost of providing emergency dispatch and communication services for calls dispatched in the CITY, which is identified in Exhibit B, map shaded area (City of Farmersville). If CITY annexes areas of the COUNTY during this agreement that are in addition to Exhibit B attached hereto and incorporated herewith, the CITY shall notify the COUNTY of such changes and provide the COUNTY with an updated

CITY boundary map, those areas now considered CITY jurisdiction will be included in the dispatching billing process.

Costs for emergency dispatch and communication services shall be charged on a "per call" basis for each emergency incident handled within the boundaries of the CITY. Such costs shall be calculated as shown in Exhibit C attached hereto and incorporated herewith. The current "per call" charge will be thirty-two dollars and fifty cents (\$32.50). The rate per call shall be reviewed annually by the COUNTY. Any rate adjustment, as indicated on that review, shall be applied to the current service period beginning the 1st day of the following month. Notice of any rate changes shall be made by the COUNTY to the CITY in writing at the time of the change.

14. BILLING: For services provided in accordance with paragraphs 12 & 13 above, the COUNTY shall bill the CITY on August 1st of each year for the term of this Agreement, for the preceding 12-month period (July 1 - June 30). The CITY shall pay the COUNTY no later than thirty (30) days from the date of the billing.

15. COUNTY STANDARDS: In rendering emergency dispatch and communication services by the COUNTY, the standards of performance including all work, the assignment and discipline of personnel, and other matters incidental to the performance of such services and the control of personnel so employed, shall remain with the County Fire Chief. In the event of a dispute between the PARTIES concerning the extent of the duties and functions to be rendered under this Agreement or the level or manner of performance of such services, the determination made by the County Fire Chief shall be final and conclusive.

16. INDEMNIFICATION:

The CITY shall hold harmless, defend, and indemnify the COUNTY and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigned (each, an "Indemnified Party" and collectively, the "Indemnified Parties") from any liability, claims, actions, costs, damages, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional ex-pert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever including those brought by a "third party", for injury, including death, to any person or damage to any property arising out of any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of CITY, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). by the CITY or its employees, officers, agents, and volunteers.. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). These obligations shall continue beyond the term of this Agreement as to any act which occurred during this Agreement.

The COUNTY shall hold harmless, defend, and indemnify the CITY and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigned (each, an "Indemnified Party" and collectively, the "Indemnified Parties") from any liability, claims, actions, costs, damages, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional ex-pert or consultants' fees and costs and CITY general and administrative expenses) of every kind and nature whatsoever including those brought by a "third party", for injury, including death, to any person or damage to any property arising out of any work performed or services provided under this Agreement (including, without limitation, the acts,

errors and/or omissions of CITY, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). by the CITY or its employees, officers, agents, and volunteers. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). These obligations shall continue beyond the term of this Agreement as to any act which occurred during this Agreement.

17. AMENDMENT: This Agreement may only be amended by the mutual written consent of both PARTIES.

18. INTEGRATION: This Agreement, upon its effective date, will supersede and replace any existing agreements between the PARTIES with respect to emergency dispatch and communication services. Both PARTIES acknowledge that the headings used herein are for reference only, and that the terms of the Agreement are set out in the text under such headings. This Agreement represents the entire Agreement between CITY and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect.

19. TERM OF AGREEMENT: This Agreement shall become effective on the 1st day of July 2024 and shall terminate on June 30th 2025, provided, however, such Agreement shall automatically be extended for one or more consecutive terms of one (1) year each, upon the same terms and conditions, which are applicable to the original term of the Agreement. Either PARTY shall have the right to terminate this Agreement without cause upon 90 days prior written notice to the other PARTY.

20. NOTICE: Any notice to be given hereunder shall be written and served either by personal delivery or by first class mail, postage prepaid and properly addressed as follows

COUNTY:

Board of Supervisors
County of Tulare- Administration Building
County Civic Center
2800 West Burrell
Visalia, CA 93291

CITY:

City Clerk
City of Farmersville
909 W. Visalia Rd.
Farmersville, CA 93223

21. COMPLIANCE WITH LAW: The PARTIES shall perform under this Agreement in accordance with all applicable federal, state, and local laws, regulations, and directives. With respect to their own employees which render fire protection services or mutual aid under this Agreement, each of the PARTIES must comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance and discrimination in employment.

22. EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

23. WAIVERS: The failure of either PARTY to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either PARTY of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other PARTY.


IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed
as of the day and year first above written.

THE COUNTY OF TULARE

By: 
Larry Micari, Chairman
Board of Supervisors

9/10/2024
Date

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of
the Board of Supervisors of the County
of Tulare

By: 
Deputy Clerk

Date: 9/10/2024

APPROVED AS TO LEGAL FORM:

Paula C. Clark
Paula Clark, Deputy County Counsel
8/23/2024
Date

Matter No. 2024454

THE CITY OF FARMERSVILLE


City of Farmersville, City Clerk

6-24-2024
Date


City of Farmersville, City Manager

6-26-24
Date



EXHIBIT A City of Farmersville Alarm Matrix

MEDICAL

JURISDICTION	CALL TYPE	DESCRIPTION		Farmersville Fire Response Matrix
FMV	MED	BASIC MEDICAL AID	MED	1 P or 1 E
FMV	MED-CPR	MEDICAL AID - CPR IN PROGRESS	MEDCPR	1E or 1P Calfire (seasonal) TCFD
FMV	MED-INDUSTRIAL *	INDUSTRIAL ACCIDENT	MIA	1E or 1P Calfire (seasonal) TCFD BC B3
FMV	MED-INSECURE	MEDICAL INSECURE SCENE	UNSEC	1 P or 1 E
FMV	MED-AGA	MED AID ASSIST TO OTHER AGENCY	NOT/NOA	1P or 1E
FMV	MED-EXE *	MEDICAL AID - EXETER CITY LIMITS	MEB	1P or 1E
FMV	MED-B3 *	MEDICAL AID - FARMERSVILLE CITY LIMITS	MEB	1P or 1E
FMV	MED-B6 *	MEDICAL AID - WOODLAKE FIRE DISTRICT	MEB	N/A
FMV	MED-B0	MEDICAL AID - TULE INDIAN RESERVATION	MSO	N/A
FMV	MVA *	TRAFFIC ACCIDENT	MVA	1E BC B3 Calfire
FMV	RESCUE-MVA	TRAFFIC ACCIDENT WITH RESCUE	MVAP	1E BC B3 Calfire (seasonal) TCFD
FMV	RESCUE-RURAL	RURAL/REMOTE TECHNICAL RESCUE (SRA)	ELITECH	N/A
FMV	RESCUE-URBAN	URBAN TECHNICAL RESCUE (SRA)	PRBTECH	1E & BC B3
FMV	RESCUE-WATER	SWIFT/FLOOD WATER RESCUE	SWTF	1E & BC B3

FIRES

FMV	FIRE-STRUCT	STRUCTURE	POES/PSTR	1E BC B3 Calfire (seasonal) TCFD
FMV	FIRE-STRUCT2	STRUCTURE FIRE SECOND ALARM; 1 st ALARM PLUS	PS2	2 MMA Engine
FMV	FIRE-REINFORCE	REINFORCED STRUCTURE FIRE - MULTIFAMILY/SCHOOL	PRECH	1E BC B3 TCFD Calfire (seasonal)
FMV	FIRE-REINFORCE2	REINFORCED STRUCTURE FIRE SECOND ALARM; 1 st ALARM PLUS	PREH2	2 MMA & 1 MMA Truck
FMV	FIRE-COMMERCIAL	COMMERCIAL STRUCTURE FIRE	TRD	1E BC B3 Calfire 1 MMA Truck
FMV	FIRE-COMMERCIAL2	COMMERCIAL SECOND ALARM; 1 st ALARM PLUS		2 MMA Engines & 1 MMA Truck
FMV	FIRE-THIRD ALARM	THIRD ALARM (ALL); 1 st AND 2 nd ALARM PLUS	FTHIRD	2 MMA Engines & 1 MMA Truck
FMV	FIRE-GRASS	GRASS	GRS	1E or 1P BC B3 TCFD Calfire (seasonal)
FMV	FIRE-WILDLAND	WILDLAND (SRA & FRA)	PWLD	N/A
FMV	FIRE-WILDLAND2	WILDLAND SECOND ALARM: PWLD, TASK FORCE	FTASK	N/A
FMV	FIRE-WILDLAND3	WILDLAND THIRD ALARM: PWLD, TASK PLUS	PWLD3	N/A
FMV	FIRE-AG	AGRICULTURAL	FAGP	1P or 1E
FMV	FIRE-VEH	VEHICLE	PVEH	1E
FMV	FIRE-VEH-COMM	COMMERCIAL VEHICLE	POOHV	1E BC B3 TCFD Calfire (seasonal)
FMV	FIRE-AGA	FIRE ASSIST TO OTHER AGENCY	FMA/PCITY	1E
FMV	FIRE-OTHER	OTHER FIRE	FOTR	1P or 1E
FMV	FIRE-UNKNOWN	UNKNOWN FIRE	PJUD	1P or 1E BC B3
FMV	FIRE-EXE *	ALL FIRES IN EXETER CITY LIMITS	PELJTR	1E
FMV	FIRE-B3 *	ALL FIRES IN FARMERSVILLE CITY LIMITS	PEB	N/A
FMV	FIRE-B6 *	ALL FIRES IN WOODLAKE CITY LIMITS	PEB	N/A
FMV	FIRE-B0	ALL FIRES ON TULE INDIAN RESERVATION	PEB	N/A
FMV	GASLEAK-OUTSIDE	SMELL OF NATURAL GAS/PROPANE-OUTSIDE	GAS	1E BC B3 TCFD Calfire (seasonal)
FMV	GASLEAK-INSIDE	SMELL OF NATURAL GAS/PROPANE-INSIDE	FGAS	1E BC B3 TCFD Calfire (seasonal)
FMV	GASLEAK-REINFOR	SMELL OF NATURAL GAS/PROPANE - HIGH OCCUPANCY	FE6GAS	1E BC B3 TCFD Calfire (seasonal)
FMV	EXPLOSION	EXPLOSION	EXPL	1E BC B3
FMV	BOMB THREAT	BOMB THREAT	BMT	1E BC B3

SERVICE CALLS

FMV	ALARM-RES	RESIDENTIAL FIRE ALARM	RESALARM	1E BC B3
FMV	ALARM-REINFORCED	REINFORCED FIRE ALARM - MULTIFAMILY/SCHOOL	PREHARM	1E BC B3
FMV	ALARM-COMMERCIAL	COMMERCIAL FIRE ALARM	CCALARM	1E BC B3
FMV	ALARM-CARBON	CARBON MONOXIDE ALARM	ALARM	1E
FMV	ALARM-FALSE	FALSE ALARM (FIRECOMM ONLY CALL TYPE-NO DISPATCH)	FALSEALARM	1E
FMV	BURN	BURN COMPLAINT	BURN	1P or 1E
FMV	FLOODING	FLOODING (RESIDENTIAL, COMMERCIAL, STREET)	FLOOD	1P or 1E
FMV	PSA	PUBLIC SERVICE ASSIST (LIFT, LOCKOUT, ETC)	HELPAIST	1P or 1E
FMV	MISCELLANEOUS	MISCELLANEOUS CALLS	FMSC	1P or 1E
FMV	SMOKE CHECK	SMOKE CHECK	SMOCH	1P or 1E
FMV	OTHER-EXE	NON-MEDICAL/FIRE CALLS IN EXETER CITY LIMITS	OEX	N/A
FMV	OTHER-B3	NON-MEDICAL/FIRE CALLS IN FMV CITY LIMITS	OEB	1P or 1E
FMV	OTHER-B6	NON-MEDICAL/FIRE CALLS IN WLF CITY LIMITS	OEB	N/A
FMV	OTHER-B0	NON-MEDICAL/FIRE CALLS ON THE RESERVATION	OEO	N/A

HAZARDOUS CONDITIONS

FMV	FIREWORK	FIREWORKS	FWDPR	1P or 1E
FMV	POWER	POWER LINES DOWN	PWR	1P or 1E BC B3
FMV	HAZ	HAZARDOUS MATERIALS (PLUM 1 & 2) CALL	HAZ	1P BC B3

EXHIBIT B
CITY OF FARMERSVILLE BOUNDARY MAP

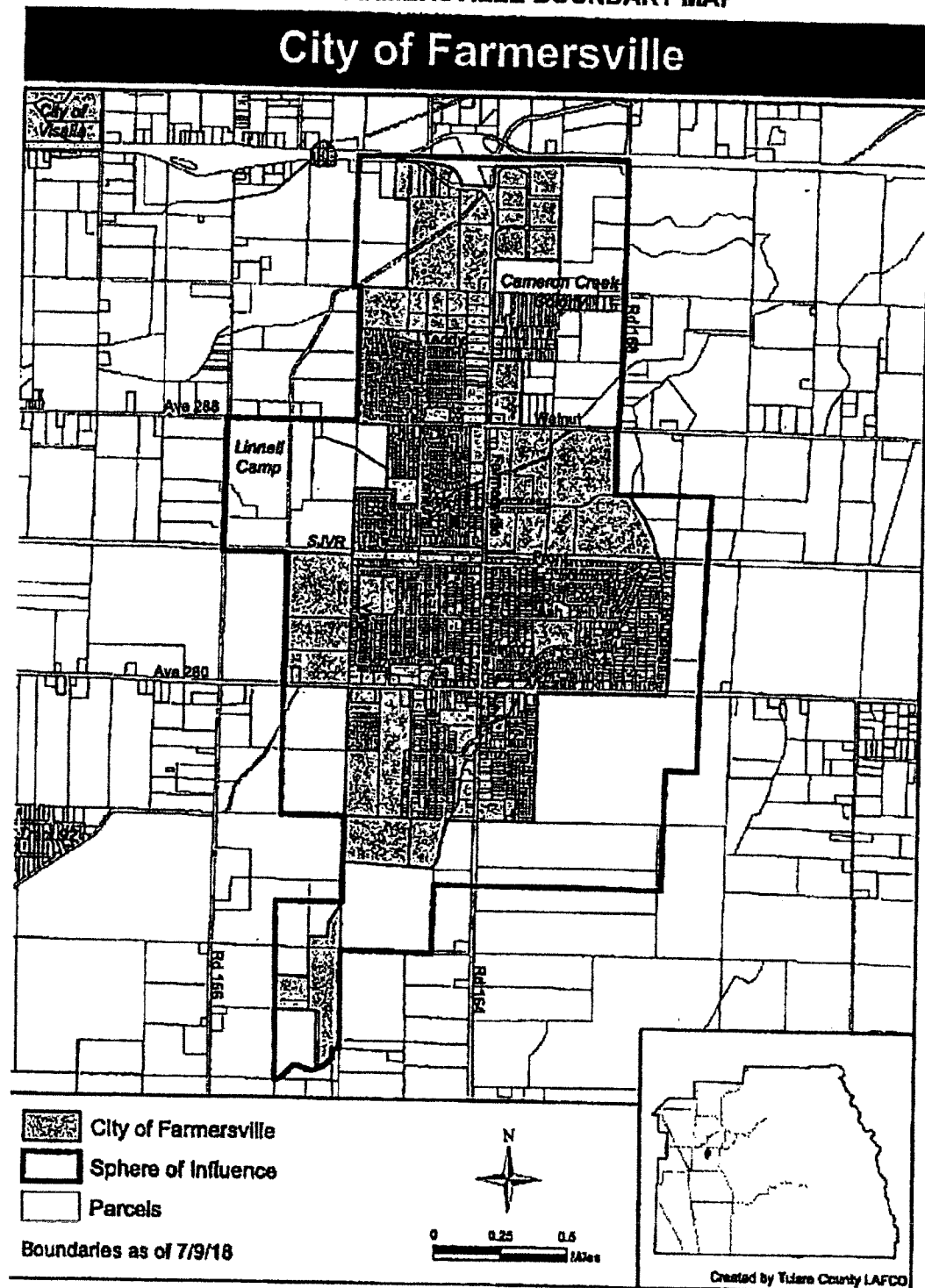




EXHIBIT C

CITY OF FARMERSVILLE FIRE DISPATCH FEE

TULARE COUNTY FIRE

Calculation of Fire Dispatch Costs

YTD Dispatch wages as of 6/30/22			Excluded Costs	Actual Costs
ALLOCATED SALARIE	6001	523,551		523,551
OVERTIME	6002	52,030		52,030
OTHER PAY	6003	36,144		36,144
BENEFITS	6004	71,873		71,873
EXTRA HELP	6005	93,804		93,804
RETIRE	6011	67,498		67,498
SOCIAL SECURITY	6012	47,840		47,840
POB	6014	35,750		35,750
WORKMENS COMP	9300	73,678		73,678
Subtotal:		1,002,168		1,002,168

Effective payrolls	26.10
Average cost per payroll	38,397.238

YTD Dispatch Operating Expenses as of 06/30/22

COMMUNICATIONS	7005	1,000	1,000	-
HOUSEHOLD SUPPLI	7009	4,800	4,800	-
UNEMPLOYMENT INS	7011	5,586	5,586	-
OFFICE SUPPLIES	7036	1,005	1,005	-
PROF SERVICES	7043	62,000	62,000	-
RENT	7062	11,250	11,250	-
SMALL INSTRUMENT	7065	35,000	35,000	-
TRAINING	7073	5,000	5,000	-
TRAVEL FOR TRAINII	7074	5,000	5,000	-
UTILITIES	7081	71,898	71,898	-
PROPERTY INSURAN	9302	9,922	9,922	-
DATA PROCESSING	9307	78,273	78,273	-
ADP	9310	7,504	7,504	-
BLDG MAINTENANCE	9311	41,224	41,224	-
GROUPS KEEPING	9314	30	30	-
RADIO COMMUNICAT	9318	173,032	173,032	-
COPIERS	9323	2,509	2,509	-
TELEPHONE SVCS	9328	11,370	11,370	-
COWCAP	9511	86,881	86,881	-
Subtotal:		613,284	-	-
Grand Total		1,615,452		1,002,168

Total calls dispatched	17,701
TCFD calls	14,167
TCFD %of calls per grand total	80%
Other agencies calls	20%
20% of remaining budget*	200,433.58

	Calls	Mutual Aid Concession
FARMERSVILLE	1071	\$32.50
		\$34,807.50

*Remaining budget is proportionately divided by the total calls of All other agencies.
City of Farmersville per call fee equals \$56.14; however, due to Mutual Aid Partnership, the reduced amount is \$32.50 per call.