

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated June 18, 2024 and is between K.W.P.H Enterprises, doing business as American Ambulance, a California Corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. County’s Emergency Medical Services (“EMS”) Communications Center is staffed and operated by Contractor through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance Service dated May 16, 2017 (County Agreement No. 17-218, the “EMS Provider Agreement”), including amendments by and between County and Provider.

B. The City of Clovis (“City”) receives calls requesting both fire suppression services and EMS and transfers those calls to County’s EMS Communications Center for dispatching the appropriate emergency ambulances and fire equipment.

C. City’s Fire Department (“City 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.

D. Contractor has provided dispatching services for City since May 1, 2007.

E. It is to the mutual benefit and in the best interest of the City and County, and the parties hereto, to combine EMS dispatching services and Fire Dispatching Services for the purpose of providing improved services to the public.

F. It has been determined by City and County that there is a need to provide EMS dispatching services and Fire Dispatching Services through a centralized and combined effort by County’s EMS Communications Center and City Fire.

G. City and County intend to enter into an agreement which will continue the provision of Fire Dispatching Services by County (the “City-County Agreement”).

H. Contractor is willing to facilitate the City-County Agreement by entering into this Agreement.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
4 Exhibit A to this Agreement, titled "Scope of Services."

5 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
8 applicable federal, state, and local laws and regulations in the performance of its obligations  
9 under this Agreement, including but not limited to workers compensation, labor, and  
10 confidentiality laws and regulations.

11 **Article 2**

12 **County's Responsibilities**

13 2.1 The County shall perform the following functions:

14 A. County shall provide County-approved City Fire Policies and Procedures to  
15 Contractor.

16 B. County shall assure that all calls to City for EMS and fire suppression services  
17 are immediately transferred to County's EMS Communications Center.

18 C. County agrees to provide for an internal quality improvement program, which  
19 includes the participation of Contractor and City Fire.

20 D. County shall obtain and maintain dispatching equipment, hardware, software  
21 (including software licenses), and other technologies, which will be utilized for the triage and  
22 entry of information for Fire Dispatching Services in County's EMS Communications Center  
23 computer aided dispatch ("CAD") system, in connection with Contractor's performance of Fire  
24 Dispatching Services under this Agreement.

25 E. County shall be responsible for selection, configuration, installation, and  
26 maintenance of all dispatching equipment, hardware, software and other technologies  
27 associated with this Agreement. All dispatching equipment, hardware, software (including  
28

1 software licenses), and other technologies purchased and/or obtained through this Agreement  
2 shall be the sole property of County.

3 **Article 3**

4 **Compensation, Invoices, and Payments**

5 3.1 For Contractor's performance of Fire Dispatching Services, the County agrees to  
6 pay, and the Contractor agrees to receive, compensation for the performance of its services  
7 under this Agreement according to in Exhibit B to this Agreement, titled "Compensation."

8 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
9 under this Agreement is as follows:

10 For the period of July 1, 2024 through June 30, 2025, the amount of this Agreement  
11 shall not exceed Three Hundred Seventy-Four Thousand One Hundred Eighty-One and 00/100  
12 Dollars (\$374,181.00).

13 For the period of July 1, 2025 through June 30, 2026, the amount of this Agreement  
14 shall not exceed Four Hundred Twenty Thousand Four Hundred Forty-One and 00/100 Dollars  
15 (\$420,441.00).

16 For the period of July 1, 2026 through June 30, 2027, the amount of this Agreement  
17 shall not exceed Four Hundred Sixty-Seven Thousand Nine Hundred Thirty-One and 00/100  
18 Dollars (\$467,931.00).

19 The Contractor acknowledges that the County is a local government entity, and  
20 does so with notice that the County's powers are limited by the California Constitution and by  
21 State law, and with notice that the Contractor may receive compensation under this Agreement  
22 only for services performed according to the terms of this Agreement and while this Agreement  
23 is in effect, and subject to the maximum amount payable under this section. The Contractor  
24 further acknowledges that County employees have no authority to pay the Contractor except as  
25 expressly provided in this Agreement.

26 3.3 **Performance Standards.** In the event Contractor fails to comply with the  
27 performance standards identified within this Agreement, County may begin to withhold Two  
28 Hundred Fifty and No/100 Dollars (\$250.00) per day until such time as the non-compliance has





1 are not allocated, then the County, upon at least 60 days advance written notice to the  
2 Contractor, may:

- 3 (A) Modify the services provided by the Contractor under this Agreement; or
- 4 (B) Terminate this Agreement.

5 **6.2 Termination for Breach.**

6 (A) Upon determining that a material breach has occurred, either party may give  
7 written notice of the breach to the other party. The written notice may suspend  
8 performance under this Agreement, and must provide at least 7 days for the breach to  
9 be cured.

10 (B) If the party receiving such notice of breach fails to cure the breach to the  
11 satisfaction of the other party within the time stated in the written notice, the Agreement  
12 may be terminated immediately.

13 (C) A “material breach” by Contractor, as that term is defined by and used in the  
14 EMS Provider Agreement, also shall be deemed to be a breach by Contractor under this  
15 Agreement. Any notice by County to Contractor of Contractor’s material breach under  
16 the EMS Provider Agreement shall satisfy the requirement of County’s giving notice to  
17 Contractor of a material breach under this Agreement without the necessity of such  
18 notice referring to Contractor’s performance under this Agreement.

19 **6.3 Termination without Cause.** In circumstances other than those set forth above, the  
20 County or Contractor may terminate this Agreement by giving at least 60 days advance written  
21 notice to the other party.

22 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
23 under this Article 6 is without penalty to or further obligation of the County.

24 **6.5 Rights upon Termination.** County shall compensate or provide funding to  
25 Contractor for any services performed under this Agreement prior to any termination of this  
26 Agreement.

1 **Article 7**

2 **Independent Contractor**

3 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
4 agents, employees, and volunteers, is at all times acting and performing as an independent  
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
6 venturer, partner, or associate of the County.

7 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
8 manner or method of the Contractor's performance under this Agreement, but the County may  
9 verify that the Contractor is performing according to the terms of this Agreement.

10 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
11 right to employment rights or benefits available to County employees. The Contractor is solely  
12 responsible for providing to its own employees all employee benefits required by law. The  
13 Contractor shall save the County harmless from all matters relating to the payment of  
14 Contractor's employees, including compliance with Social Security withholding and all related  
15 regulations.

16 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 **Article 8**

19 **Indemnity and Defense**

20 8.1 **Contractor's Indemnity.** The Contractor shall indemnify and hold harmless and  
21 defend the County and City (including its officers, agents, employees, and volunteers) against  
22 all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs),  
23 fines, penalties, and liabilities of any kind to the County and City, the Contractor, or any third  
24 party that arise from or relate to the performance or failure to perform by the Contractor (or any  
25 of its officers, agents, subcontractors, or employees) under this Agreement. The County may  
26 conduct or participate in its own defense without affecting the Contractor's obligation to  
27 indemnify and hold harmless or defend the County.



1 request by the County, permit the County to audit and inspect all of such records and data to  
2 ensure the Contractor's compliance with the terms of this Agreement.

3       **10.2 State Audit Requirements.** If the compensation to be paid by the County under this  
4 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
5 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
6 years after final payment under this Agreement. This section survives the termination of this  
7 Agreement.

8       **10.3 Public Records.** The County is not limited in any manner with respect to its public  
9 disclosure of this Agreement or any record or data that the Contractor may provide to the  
10 County. The County's public disclosure of this Agreement or any record or data that the  
11 Contractor may provide to the County may include but is not limited to the following:

12           (A) The County may voluntarily, or upon request by any member of the public or  
13 governmental agency, disclose this Agreement to the public or such governmental  
14 agency.

15           (B) The County may voluntarily, or upon request by any member of the public or  
16 governmental agency, disclose to the public or such governmental agency any record or  
17 data that the Contractor may provide to the County, unless such disclosure is prohibited  
18 by court order.

19           (C) This Agreement, and any record or data that the Contractor may provide to the  
20 County, is subject to public disclosure under the Ralph M. Brown Act (California  
21 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

22           (D) This Agreement, and any record or data that the Contractor may provide to the  
23 County, is subject to public disclosure as a public record under the California Public  
24 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
25 with section 6250) ("CPRA").

26           (E) This Agreement, and any record or data that the Contractor may provide to the  
27 County, is subject to public disclosure as information concerning the conduct of the  
28

1 people's business of the State of California under California Constitution, Article 1,  
2 section 3, subdivision (b).

3 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
4 respect to any record or data that the Contractor may provide to the County shall be  
5 disregarded and have no effect on the County's right or duty to disclose to the public or  
6 governmental agency any such record or data.

7 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
8 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
9 and which the County has a right, under any provision of this Agreement or applicable law, to  
10 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
11 County, for purposes of public disclosure, the requested records that may be in the possession  
12 or control of the Contractor. Within five business days after the County's demand, the  
13 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
14 possession or control, together with a written statement that the Contractor, after conducting a  
15 diligent search, has produced all requested records that are in the Contractor's possession or  
16 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
17 diligent search, does not possess or control any of the requested records. The Contractor shall  
18 cooperate with the County with respect to any County demand for such records. If the  
19 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
20 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
21 exemption by citation to specific legal authority within the written statement that it provides to  
22 the County under this section. The Contractor's assertion of any exemption from disclosure is  
23 not binding on the County, but the County will give at least 10 days' advance written notice to  
24 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
25 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
26 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
27 failure to produce any such records, or failure to cooperate with the County with respect to any  
28 County demand for any such records.

1 **Article 11**

2 **Disclosure of Self-Dealing Transactions**

3 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
4 or changes its status to operate as a corporation.

5 11.2 **Duty to Disclose.** If any member of the Contractor’s board of directors is party to a  
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
7 “Self-Dealing Transaction Disclosure Form” (Exhibit C to this Agreement) and submitting it to  
8 the County before commencing the transaction or immediately after.

9 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
10 a party and in which one or more of its directors, as an individual, has a material financial  
11 interest.

12 **Article 12**

13 **General Terms**

14 12.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this  
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
16 by both parties. The Contractor acknowledges that County employees have no authority to  
17 modify this Agreement except as expressly provided in this Agreement.

18 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
19 under this Agreement without the prior written consent of the other party.

20 12.3 **Governing Law.** The laws of the State of California govern all matters arising from  
21 or related to this Agreement.

22 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
23 County, California. Contractor consents to California jurisdiction for actions arising from or  
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
25 brought and maintained in Fresno County.

26 12.5 **Construction.** The final form of this Agreement is the result of the parties’ combined  
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
28

1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
2 against either party.

3 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 12.7 **Headings.** The headings and section titles in this Agreement are for convenience  
5 only and are not part of this Agreement.

6 12.8 **Severability.** If anything in this Agreement is found by a court of competent  
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original  
10 intent.

11 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
16 all applicable State of California and federal statutes and regulation.

17 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
19 performance of any continuing or other obligation of the Contractor and does not prohibit  
20 enforcement by the County of any obligation on any other occasion.

21 12.11 **Force Majeure.**

22 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to  
23 carry out its obligations under this Agreement, that party shall give to the other party hereto  
24 prompt written notice of the Force Majeure with full particulars relating thereto. Thereupon, the  
25 obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall  
26 be suspended during, but no longer than, the continuance of the Force Majeure, except for a  
27 reasonable time thereafter required to resume performance.

1           B.       During any period in which either party hereto is excused from performance by  
2 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly,  
3 diligently, and in good faith take all reasonable action required in order for it to be able to  
4 promptly commence or resume performance of its obligations under this Agreement. Without  
5 limiting the generality of the foregoing, the party so excused from performance shall, during any  
6 such period of Force Majeure, take all reasonable action necessary to terminate any temporary  
7 restraining order or preliminary or permanent injunctions to enable it to so commence or resume  
8 performance of its obligations under this Agreement.

9           A.       The party whose performance is excused due to the occurrence of an event of  
10 Force Majeure shall, during such period, keep the other party hereto notified of all such actions  
11 required in order for it to be able to commence or resume performance of its obligations under  
12 this Agreement.

13           B.       “Force Majeure” is defined as an Act of God, act of public enemy, war, and other  
14 extraordinary causes not reasonably within the control of either of the parties hereto.

15       12.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
16 between the Contractor and the County with respect to the subject matter of this Agreement,  
17 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
18 publications, and understandings of any nature unless those things are expressly included in  
19 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
20 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
21 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
22 exhibits.

23       12.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
24 create any rights or obligations for any person or entity except for the parties.

25       12.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

26               (A) The Contractor is duly authorized and empowered to sign and perform its  
27 obligations under this Agreement.  
28

1 (B) The individual signing this Agreement on behalf of the Contractor is duly  
2 authorized to do so and his or her signature on this Agreement legally binds the  
3 Contractor to the terms of this Agreement.

4 12.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual  
7 signing this Agreement to represent their signature, including but not limited to (1) a  
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
9 electronically scanned and transmitted (for example by PDF document) version of an  
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
12 equivalent to a valid original handwritten signature of the person signing this Agreement  
13 for all purposes, including but not limited to evidentiary proof in any administrative or  
14 judicial proceeding, and (2) has the same force and effect as the valid original  
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section  
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and  
20 satisfied the requirements of Government Code section 16.5, subdivision (a),  
21 paragraphs (1) through (5), and agrees that each other party may rely upon that  
22 representation.

23 (E) This Agreement is not conditioned upon the parties conducting the transactions  
24 under it by electronic means and either party may sign this Agreement with an original  
25 handwritten signature.

26 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
27 original, and all of which together constitute this Agreement.


28 [SIGNATURE PAGE FOLLOWS]

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

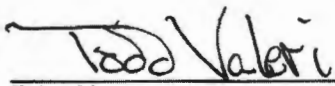
The parties are signing this Agreement on the date stated in the introductory clause.

K.W.P.H. Enterprises, dba American Ambulance

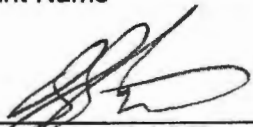
COUNTY OF FRESNO

  
\_\_\_\_\_  
President, K.W.P.H Enterprises

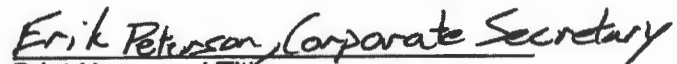
  
\_\_\_\_\_  
Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

  
\_\_\_\_\_  
Print Name

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

  
\_\_\_\_\_  
Chief Financial Officer or Corporate Secretary

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

  
\_\_\_\_\_  
Print Name and Title

2911 E Tulare St.  
Fresno, CA 93721

For accounting use only:

Org No.: 56201693  
Account No.: 7295  
Fund No.: 0001  
Subclass No.: 10000

## Exhibit A

### Scope of Services

1  
2 A. Subject to City timely paying County for Fire Dispatching Services (as defined in  
3 Article 3 of the City-County Agreement) under the City-County Agreement:

4 (1) Contractor, shall provide Fire Dispatching Services requiring responses by  
5 City Fire apparatuses as follows:

6 a. Contractor shall provide all Fire Dispatching Services in  
7 accordance with City Fire's Policies and Procedures ("City Fire's Policies and Procedures"),  
8 which shall be approved by County's EMS Director, or designee, (the "County's  
9 Representative").

10 b. Contractor shall dispatch City Fire's apparatuses through City's  
11 radios and electronic communications, and in accordance with City Fire's Policies and  
12 Procedures approved by County's Representative.

13 c. Contractor shall provide pre-arrival instructions to callers  
14 requesting fire suppression service responses in accordance with City Fire's Policies and  
15 Procedures approved by County's Representative.

16 d. Contractor shall provide inter-agency coordination regarding  
17 requests for fire suppression service, mutual aid and instant aid services, and order specialized  
18 fire equipment from City or other agencies (e.g., hazardous materials equipment, or "jaws of  
19 life") which may be needed to handle an incident, and perform other related duties in  
20 accordance with City Fire's Policies and Procedures approved by County's Representative.

21 e. Contractor shall track all activity of City Fire's apparatuses  
22 responses utilizing the County's EMS Communications Center CAD system.

23 f. Contractor shall assist County in the development of processes  
24 which assist in dispatching to City automatic aid agreements to include those agencies outside  
25 the County's EMS Communications Center.

26 g. Contractor shall provide notification to chief officers and duty  
27 officers as needed for applicable emergency incidents using phone, email, text or other  
28 contemporary method of messaging according to dispatch policy.

## Exhibit A

1 h. Contractor shall provide a radio operator who is able to dispatch  
2 FIRE's apparatuses twenty-four (24) hours a day, seven (7) days a week and meet the one  
3 hundred and twenty (120) second total Alarm Handling (TAH) time as outlined below. In  
4 addition, the goal is for the CLOVIS radio channel to be answered in no more than two attempts.

5 i. Contractor shall provide that dispatch staff shall be trained at the  
6 National Academy of Emergency Dispatch at the Emergency Fire Dispatcher level or substitute  
7 training with approval of City.

8 j. Contractor shall provide that a minimum of one (1) dispatch  
9 supervisor shall be on duty at County's EMS Communications Center twenty-four (24) hours a  
10 day, seven (7) days a week. The supervisor shall be available to City's on-duty fire  
11 administration as needed.

12 k. Contractor shall maintain an up-to-date manual of City Fire's  
13 Policies and Procedures (approved by County's Representative, as provided herein) for all  
14 dispatch staff, and shall provide for training and continuing education of dispatch staff as  
15 needed.

16 l. The It is the intent of both parties to achieve the recommendations  
17 outlined in the National Fire Protection Association ("NFPA") Standard 1221 for the immediate  
18 dispatch of a fire apparatus. The Total Alarm Handling (TAH) time will be measured from the  
19 time the telephone is answered by the call taker at EMS Communications Center to the time  
20 that the first fire apparatus is alerted to the incident either by radio, telephone, station alerting  
21 device or any other mutually agreed upon method of alerting. The TAH times shall be one  
22 hundred and twenty (120) seconds or less in a minimum of ninety percent (90%) of incidents.  
23 The TAH time measurement will exclude reassigned responses and other situations beyond the  
24 COUNTY's EMS Communications Center control. COUNTY shall review all cases in which  
25 dispatches are over one hundred and twenty (120) seconds, and results will be evaluated for  
26 improvement opportunities by the Fire Dispatch Continuous Quality Improvement ("CQI")  
27 Committee. The Parties agree to meet and confer to refine the list of situations stated  
28 hereinabove where one hundred and twenty (120) second call processing may not be

## Exhibit A

1 achievable. Modifications may be made to said list of situations upon written mutual agreement  
2 between COUNTY's EMS Director or designee, and CITY's Fire Chief or designee.

3 B. It is understood by the parties hereto that:

- 4 (1) Contractor's provision of Fire Dispatching Services herein does not include  
5 any Contractor or County provision of fire suppression services.
- 6 (2) All fire suppression services for all fire suppression calls to be dispatched by  
7 Contractor are to be provided by City pursuant to the City-County  
8 Agreement.
- 9 (3) Contractor is providing Fire Dispatching Services herein on a non-exclusive  
10 basis.
- 11 (4) County's compensation paid to Contractor for its performance of Fire  
12 Dispatching Services herein is for supplemental services that are in addition  
13 to any other services that Contractor provides, and for which Contractor  
14 acknowledges that Contractor is paid in accordance with the EMS Provider  
15 Agreement.
- 16 (5) Contractor shall first obtain County's written permission to provide any other  
17 dispatching services through the County's EMS Communications Center.  
18 Notwithstanding anything stated to the contrary herein, Contractor  
19 covenants, warrants, and represents to County that:
- 20 a. Any funds that County may pay to Contractor, or that Contractor  
21 otherwise may collect from performing service in connection with the  
22 EMS Provider Agreement, including, but not limited to, County  
23 compensation and Contractor's fees and charges for services  
24 rendered to patients, shall not be diverted or otherwise used, either  
25 directly or indirectly, by Contractor to subsidize Contractor's  
26 performance of this Agreement.; and
- 27 b. Contractor shall not directly or indirectly charge any costs or  
28 expenses incurred in connection with the performance of this

## Exhibit A

1 Agreement to any of Contractor's other operations for or approved by  
2 County, including but not limited to Contractor's operations in the  
3 County's EMS Communications Center for County under the EMS  
4 Provider Agreement and/or for other County-approved agencies  
5 (e.g., agencies that may be outside of Fresno County such as the  
6 County of Kings or cities or special districts, if any, within Fresno  
7 County).

8 C. Contractor's performance of Fire Dispatching Services herein shall enhance  
9 Contractor's peak load capacity, disaster readiness and overall efficiency in providing  
10 dispatching services in County's EMS Communications Center, and shall not detract from  
11 Contractor's performance of its obligations under the EMS Provider Agreement, or any other  
12 agreement, if any, entered into or authorized by County.

## Exhibit B

### Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Contractor will be compensated according to the following schedule:

Payment	Month	Payment Amount
1	Oct 2024	\$93,545.25
2	Jan 2025	\$93,545.25
3	Apr 2025	\$93,545.25
4	Jul 2025	\$93,545.25
5	Oct 2025	\$105,110.25
6	Jan 2026	\$105,110.25
7	Apr 2026	\$105,110.25
8	Jul 2026	\$105,110.25
9	Oct 2026	\$116,982.75
10	Jan 2027	\$116,982.75
11	Apr 2027	\$116,982.75
12	Jul 2027	\$116,982.75

## Exhibit C

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit C

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	