

**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is dated July 9, 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 Hanford ("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. 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.

E. 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.

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

G. 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

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

### **Article 3**

#### **Compensation, Invoices, and Payments**

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

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

For the period of July 1, 2024 through June 30, 2025, the amount of this Agreement shall not exceed Two Hundred Forty-Eight Thousand Two Hundred Eighty-Six and 00/100 Dollars (\$248,286.00).

For the period of July 1, 2025 through June 30, 2026, the amount of this Agreement shall not exceed Two Hundred Fifty-Five Thousand Seven Hundred Thirty-Five and 00/100 Dollars (\$255,735.00)

For the period of July 1, 2026 through June 30, 2027, the amount of this Agreement shall not exceed Two Hundred Sixty-Three Thousand Four Hundred Six and 00/100 Dollars (\$263,406.00).

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

3.3 **Payment.** The County's obligation to compensate Contractor is subject to County receiving sufficient and timely payments of funds from City under the City-County Agreement. Subject to the following sentence, County shall pay Contractor no later than the fifteenth (15th)

day of the month in which payment is due without the necessity of Contractor submitted invoices to County. All payments shall be remitted to Contractor at the following address: 2911 E Tulare street, Fresno, CA 93721.

**3.4 Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

## **Article 4**

### **Term of Agreement**

**4.1 Term.** This Agreement is effective on July 1, 2024 and terminates on June 30, 2027, except as provided in Article 6, "Termination and Suspension," below.

## **Article 5**

### **Notices**

**5.1 Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

**For the County:**

Director, Department of Public Health  
County of Fresno  
P.O. Box 11867  
Fresno, CA 93775  
[CCEMSA@fresnocountyca.gov](mailto:CCEMSA@fresnocountyca.gov)  
Fax: (559) 600-7691

**For the Contractor:**

American Ambulance  
Attn: General Manager  
2911 E Tulare St  
Fresno, CA 93721

**5.2 Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

**5.3 Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

1 (A) A notice delivered by personal service is effective upon service to the recipient.

2 (B) A notice delivered by first-class United States mail is effective three County  
3 business days after deposit in the United States mail, postage prepaid, addressed to the  
4 recipient.

5 (C) A notice delivered by an overnight commercial courier service is effective one  
6 County business day after deposit with the overnight commercial courier service,  
7 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
8 the recipient.

9 (D) A notice delivered by telephonic facsimile transmission or by PDF document  
10 attached to an email is effective when transmission to the recipient is completed (but, if  
11 such transmission is completed outside of County business hours, then such delivery is  
12 deemed to be effective at the next beginning of a County business day), provided that  
13 the sender maintains a machine record of the completed transmission.

14 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
15 nothing in this Agreement establishes, waives, or modifies any claims presentation  
16 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
17 of Title 1 of the Government Code, beginning with section 810).

## 18 **Article 6**

### 19 **Termination and Suspension**

20 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
21 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
22 are not allocated, then the County, upon at least 60 days advance written notice to the  
23 Contractor, may:

24 (A) Modify the services provided by the Contractor under this Agreement; or

25 (B) Terminate this Agreement.

### 26 **6.2 Termination for Breach.**

27 (A) Upon determining that a material breach has occurred, either party may give  
28 written notice of the breach to the other party. The written notice may suspend

1 performance under this Agreement, and must provide at least 7 days for the breach to  
2 be cured.

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

6 (C) A “material breach” by Contractor, as that term is defined by and used in the  
7 EMS Provider Agreement, also shall be deemed to be a breach by Contractor under this  
8 Agreement. Any notice by County to Contractor of Contractor’s material breach under  
9 the EMS Provider Agreement shall satisfy the requirement of County’s giving notice to  
10 Contractor of a material breach under this Agreement without the necessity of such  
11 notice referring to Contractor’s performance under this Agreement.

12 **6.3 Termination without Cause.** In circumstances other than those set forth above, the  
13 County or Contractor may terminate this Agreement by giving at least 60 days advance written  
14 notice to the other party.

15 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
16 under this Article 6 is without penalty to or further obligation of the County.

17 **6.5 Rights upon Termination.** County shall compensate or provide funding to  
18 Contractor for any services performed under this Agreement prior to any termination of this  
19 Agreement.

## 20 **Article 7**

### 21 **Independent Contractor**

22 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,  
23 agents, employees, and volunteers, is at all times acting and performing as an independent  
24 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
25 venturer, partner, or associate of the County.

26 **7.2 Verifying Performance.** The County has no right to control, supervise, or direct the  
27 manner or method of the Contractor’s performance under this Agreement, but the County may  
28 verify that the Contractor is performing according to the terms of this Agreement.

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

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

## Article 8

## Indemnity and Defense

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

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

8.3 **Concurrent Negligence.** In the event of concurrent negligence on the part of Contractor or any of its officers, agents or employees, and of County or City or any of their

1 respective officers, agents, or employees, the liability for any and all such claims, demands and  
2 actions in law or equity for such costs and expenses (including attorneys' fees and costs),  
3 damages, and losses shall be apportioned under the State of California's theory of comparative  
4 negligence as presently established or as may be modified hereafter

5 8.4 **Survival.** This Article 8 survives the termination of this Agreement.

## 6 **Article 9**

### 7 **Insurance**

8 9.1 The Contractor shall comply with all insurance requirements as are provided in the  
9 EMS Provider Agreement. The parties agree that the provisions of the EMS Provider Agreement  
10 (including any future amendments) shall and will be incorporated by this reference, as though  
11 each and every such of the terms are set forth below. Contractor's failure to maintain all such  
12 insurance coverages shall be deemed to be a breach of this Agreement.

## 13 **Article 10**

### 14 **Inspections, Audits, and Public Records**

15 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
16 the County may examine at any time during business hours and as often as the County deems  
17 necessary, all of the Contractor's records and data with respect to the matters covered by this  
18 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
19 request by the County, permit the County to audit and inspect all of such records and data to  
20 ensure the Contractor's compliance with the terms of this Agreement.

21 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
22 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
23 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
24 years after final payment under this Agreement. This section survives the termination of this  
25 Agreement.

26 10.3 **Public Records.** The County is not limited in any manner with respect to its public  
27 disclosure of this Agreement or any record or data that the Contractor may provide to the  
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County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

(E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

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

**10.4 Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the

County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

## **Article 11**

### **Disclosure of Self-Dealing Transactions**

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

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

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

## Article 12

## General Terms

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

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

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

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

12.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

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

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

12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3       12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

9       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
11 performance of any continuing or other obligation of the Contractor and does not prohibit  
12 enforcement by the County of any obligation on any other occasion.

13       12.11 **Force Majeure.**

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

20           B.       During any period in which either party hereto is excused from performance by  
21 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly,  
22 diligently, and in good faith take all reasonable action required in order for it to be able to  
23 promptly commence or resume performance of its obligations under this Agreement. Without  
24 limiting the generality of the foregoing, the party so excused from performance shall, during any  
25 such period of Force Majeure, take all reasonable action necessary to terminate any temporary  
26 restraining order or preliminary or permanent injunctions to enable it to so commence or resume  
27 performance of its obligations under this Agreement.  
28

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

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

7       12.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
8 between the Contractor and the County with respect to the subject matter of this Agreement,  
9 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
10 publications, and understandings of any nature unless those things are expressly included in  
11 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
12 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
13 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
14 exhibits.

15       12.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
16 create any rights or obligations for any person or entity except for the parties.

17       12.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

18           (A) The Contractor is duly authorized and empowered to sign and perform its  
19 obligations under this Agreement.

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

23       12.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
24 electronic signature as provided in this section.

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

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

8 (C) The provisions of this section satisfy the requirements of Civil Code section  
9 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
10 Part 2, Title 2.5, beginning with section 1633.1).

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

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

18 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
19 original, and all of which together constitute this Agreement.


20 [SIGNATURE PAGE FOLLOWS]  
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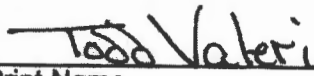
The parties are signing this Agreement on the date stated in the introductory clause.

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

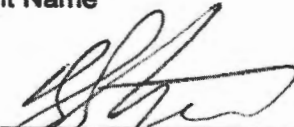
COUNTY OF FRESNO

  
\_\_\_\_\_  
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

Erik Peterson, Corporate Secretary  
\_\_\_\_\_  
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

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

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

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

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

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

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

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

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

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



## Exhibit A

h. County shall provide one (1) radio operator for dispatching of City Fire's apparatuses twenty-four (24) hours a day, seven (7) days a week. City understands that the radio operator is not dedicated for the sole purpose of City and that the radio operator may be dispatching other fire and EMS providers. Contractor shall provide a radio operator to dispatch City's fire apparatuses twenty-four (24) hours a day, seven (7) days a week, meeting the one hundred and twenty (120) second total Alarm Handling (TAH) as outlined below. Under this agreement, Contractor will be compensated by County for City's prorated cost of share of a dedicated radio operator to City's radio channel for twenty-four (24) consecutive hours each day. The intent of this Agreement and the City-County Agreement is to combine dispatch services of City Fire with dispatch services of another fire department to create a dedicated 24-hour radio operator that is committed to both departments. In the event that City or other department no longer desires this arrangement, the compensation listed in Exhibit B of this Agreement shall be renegotiated to reflect the cost of services based on the City's new prorated cost share.

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

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

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

l. The It is the intent of both parties to achieve the recommendations outlined in the National Fire Protection Association ("NFPA") Standard 1221 for the immediate dispatch of a fire apparatus. The Total Alarm Handling (TAH) time will be measured from the

## Exhibit A

time the telephone is answered by the call taker at EMS Communications Center to the time that the first fire apparatus is alerted to the incident either by radio, telephone, station alerting device or any other mutually agreed upon method of alerting. The TAH times shall be one hundred and twenty (120) seconds or less in a minimum of ninety percent (90%) of incidents. The TAH time measurement will exclude reassigned responses and other situations beyond the COUNTY's EMS Communications Center control. COUNTY shall review all cases in which dispatches are over one hundred and twenty (120) seconds, and results will be evaluated for improvement opportunities by the Fire Dispatch Continuous Quality Improvement ("CQI") Committee. The Parties agree to meet and confer to refine the list of situations stated hereinabove where one hundred and twenty (120) second call processing may not be achievable. Modifications may be made to said list of situations upon written mutual agreement between COUNTY's EMS Director or designee, and CITY's Fire Chief or designee.

B. It is understood by the parties hereto that:

- (1) Contractor's provision of Fire Dispatching Services herein does not include any Contractor or County provision of fire suppression services.
- (2) All fire suppression services for all fire suppression calls to be dispatched by Contractor are to be provided by City pursuant to the City-County Agreement.
- (3) Contractor is providing Fire Dispatching Services herein on a non-exclusive basis.
- (4) County's compensation paid to Contractor for its performance of Fire Dispatching Services herein is for supplemental services that are in addition to any other services that Contractor provides, and for which Contractor acknowledges that Contractor is paid in accordance with the EMS Provider Agreement.
- (5) Contractor shall first obtain County's written permission to provide any other dispatching services through the County's EMS Communications Center.

## Exhibit A

Notwithstanding anything stated to the contrary herein, Contractor covenants, warrants, and represents to County that:

- a. Any funds that County may pay to Contractor, or that Contractor otherwise may collect from performing service in connection with the EMS Provider Agreement, including, but not limited to, County compensation and Contractor's fees and charges for services rendered to patients, shall not be diverted or otherwise used, either directly or indirectly, by Contractor to subsidize Contractor's performance of this Agreement.; and
- b. Contractor shall not directly or indirectly charge any costs or expenses incurred in connection with the performance of this Agreement to any of Contractor's other operations for or approved by County, including but not limited to Contractor's operations in the County's EMS Communications Center for County under the EMS Provider Agreement and/or for other County-approved agencies (e.g., agencies that may be outside of Fresno County such as the County of Kings or cities or special districts, if any, within Fresno County).

C. Contractor's performance of Fire Dispatching Services herein shall enhance Contractor's peak load capacity, disaster readiness and overall efficiency in providing dispatching services in County's EMS Communications Center, and shall not detract from Contractor's performance of its obligations under the EMS Provider Agreement, or any other 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	Jul 2024	\$20,691
2	Aug 2024	\$20,691
3	Sep 2024	\$20,691
4	Oct 2024	\$20,691
5	Nov 2024	\$20,691
6	Dec 2024	\$20,691
7	Jan 2025	\$20,691
8	Feb 2025	\$20,691
9	Mar 2025	\$20,691
10	Apr 2025	\$20,691
11	May 2025	\$20,691
12	Jun 2025	\$20,691
13	Jul 2025	\$21,311
14	Aug 2025	\$21,311
15	Sep 2025	\$21,311
16	Oct 2025	\$21,311
17	Nov 2025	\$21,311
18	Dec 2025	\$21,311
19	Jan 2026	\$21,311
20	Feb 2026	\$21,311
21	Mar 2026	\$21,311
22	Apr 2026	\$21,311
23	May 2026	\$21,311
24	Jun 2026	\$21,311
25	Jul 2026	\$21,951
26	Aug 2026	\$21,951
27	Sep 2026	\$21,951
28	Oct 2026	\$21,951
29	Nov 2026	\$21,951
30	Dec 2026	\$21,951
31	Jan 2027	\$21,951
32	Feb 2027	\$21,951
33	Mar 2027	\$21,951
34	Apr 2027	\$21,951
35	May 2027	\$21,951
36	Jun 2027	\$21,951

## **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>	