

**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. Laton Community Services District (“District”) 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. District’s Fire Department (“District 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 District 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 is a goal of County and District to consolidate dispatching services in Fresno County.

F. It has been determined by District 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 District Fire.

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

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

1 The parties therefore agree as follows:

2 **Article 1**

3 **Contractor's Services**

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

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

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

12 **Article 2**

13 **County's Responsibilities**

14 2.1 The County shall perform the following functions:

15 A. County shall provide County-approved District Fire Policies and Procedures to  
16 Contractor.

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

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

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

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

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 Thousand Eighteen and 00/100 Dollars (\$3,018.00).

12 For the period of July 1, 2025 through June 30, 2026, the amount of this Agreement  
13 shall not exceed Three Thousand One Hundred Eight and 00/100 Dollars (\$3,108.00)

14 For the period of July 1, 2026 through June 30, 2027, the amount of this Agreement  
15 shall not exceed Three Thousand Two Hundred One and 00/100 Dollars (\$3,201.00).

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

23 3.3 **Payment.** The County's obligation to compensate Contractor is subject to County  
24 receiving sufficient and timely payments of funds from District under the District-County  
25 Agreement. Subject to the following sentence, County shall pay Contractor no later than the  
26 fifteenth (15th) day of the month in which payment is due without the necessity of Contractor  
27 submitted invoices to County. All payments shall be remitted to Contractor at the following  
28 address: 2911 E Tulare street, Fresno, CA 93721.

1 3.4 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
2 expenses that are not specified as payable by the County under this Agreement.

3 **Article 4**

4 **Term of Agreement**

5 4.1 **Term.** This Agreement is effective on July 1, 2024 and terminates on June 30, 2027,  
6 except as provided in Article 6, "Termination and Suspension," below.

7 **Article 5**

8 **Notices**

9 5.1 **Contact Information.** The persons and their addresses having authority to give and  
10 receive notices provided for or permitted under this Agreement include the following:

11 **For the County:**

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

17 **For the Contractor:**

18 American Ambulance  
19 Attn: General Manager  
20 2911 E Tulare St  
21 Fresno, CA 93721

22 5.2 **Change of Contact Information.** Either party may change the information in section  
23 5.1 by giving notice as provided in section 5.3.

24 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
25 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
26 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
27 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
28 Document Format (PDF) document attached to an email.

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

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

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

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

13 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
14 nothing in this Agreement establishes, waives, or modifies any claims presentation  
15 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
16 of Title 1 of the Government Code, beginning with section 810).

## 17 **Article 6**

### 18 **Termination and Suspension**

19 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
20 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
21 are not allocated, then the County, upon at least 60 days advance written notice to the  
22 Contractor, may:

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

### 25 6.2 **Termination for Breach.**

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

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.



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  
28

1 County. The County's public disclosure of this Agreement or any record or data that the  
2 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

25 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
26 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
27 and which the County has a right, under any provision of this Agreement or applicable law, to  
28 possess or control, then the County may demand, in writing, that the Contractor deliver to the

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

## 19 **Article 11**

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

21 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
22 or changes its status to operate as a corporation.

23 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
24 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
25 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
26 the County before commencing the transaction or immediately after.



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.

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  
28

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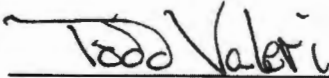
The parties are signing this Agreement on the date stated in the introductory clause.

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

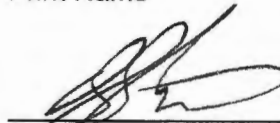
COUNTY OF FRESNO

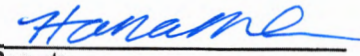
  
\_\_\_\_\_  
President, K.W.P.H Enterprises

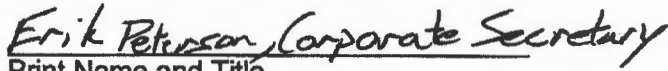
  
\_\_\_\_\_  
Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

  
\_\_\_\_\_  
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

  
\_\_\_\_\_  
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 District timely paying County for Fire Dispatching Services (as defined  
3 in Article 3 of the District-County Agreement) under the District-County Agreement:

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

- 6 a. Contractor shall provide all Fire Dispatching Services in accordance  
7 with District Fire's Policies and Procedures ("District Fire's Policies  
8 and Procedures"), which shall be approved by County's EMS Director,  
9 or designee, (the "County's Representative").
- 10 b. Contractor shall dispatch District Fire's apparatuses through District's  
11 radios and electronic communications, and in accordance with District  
12 Fire's Policies and Procedures approved by County's Representative.
- 13 c. Contractor shall provide pre-arrival instructions to callers requesting  
14 fire suppression service responses in accordance with District Fire's  
15 Policies and Procedures approved by County's Representative.
- 16 d. Contractor shall provide inter-agency coordination regarding requests  
17 for fire suppression service, mutual aid and instant aid services, and  
18 order specialized fire equipment from District or other agencies (e.g.,  
19 hazardous materials equipment, or "jaws of life") which may be  
20 needed to handle an incident, and perform other related duties in  
21 accordance with District Fire's Policies and Procedures approved by  
22 County's Representative.
- 23 e. Contractor shall track all activity of District Fire's apparatuses  
24 responses utilizing the County's EMS Communications Center CAD  
25 system.
- 26 f. County shall provide one (1) radio operator for dispatching of District  
27 Fire's apparatuses twenty-four (24) hours a day, seven (7) days a  
28 week. District understands that the radio operator is not dedicated for

## Exhibit A

1 the sole purpose of District and that the radio operator may be  
2 dispatching other fire and EMS providers.

- 3 g. Contractor shall provide that a minimum of one (1) dispatch  
4 supervisor shall be on duty at County's EMS Communications Center  
5 twenty-four (24) hours a day, seven (7) days a week. The supervisor  
6 shall be available to District's on-duty fire administration as needed.
- 7 h. Contractor shall maintain an up-to-date manual of District Fire's  
8 Policies and Procedures (approved by County's Representative, as  
9 provided herein) for all dispatch staff, and shall provide for training  
10 and continuing education of dispatch staff as needed.
- 11 i. The goal for the immediate dispatch of a fire apparatus, in accordance  
12 with District Fire approved dispatch protocols, and excluding multiple  
13 unit responses, reassigned responses and other situations beyond the  
14 County's EMS Communications Center control; shall be sixty (60)  
15 seconds. The dispatch time will be measured from the time the  
16 telephone is answered by the call taker to the time the first fire  
17 apparatus is alerted to the incident either by radio, telephone, pager,  
18 or station alerting device. A review shall occur for all cases in which  
19 dispatches are over ninety (90) seconds and results will be evaluated  
20 for improvement opportunities by the Fire Dispatch Continuous  
21 Quality Improvement (CQI) Committee.

22 It is understood, because of the dynamic nature of emergency services, there are  
23 situations when the sixty (60) second dispatch goal may not be achieved. Examples of these  
24 situations include, but are not limited to:

- 25 (1) calls with incomplete, inaccurate or no ANI/ALI information (including CAD-  
26 to-CAD).
- 27 (2) Calls that do not geo-verify in the CAD.
- 28

## Exhibit A

1 (3) Calls in which the reporting party is either unable or unwilling to immediately  
2 provide all required information as part of the call taking process (i.e., non-  
3 English speaking, hysterical, or uncooperative) or use of the Teletype (TTY)  
4 or Telecommunication Device for the Deaf (TDD) or audio relay device.

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

6 (1) Contractor's provision of Fire Dispatching Services herein does not include  
7 any Contractor or County provision of fire suppression services.

8 (2) All fire suppression services for all fire suppression calls to be dispatched by  
9 Contractor are to be provided by District pursuant to the District-County  
10 Agreement.

11 (3) Contractor is providing Fire Dispatching Services herein on a non-exclusive  
12 basis.

13 (4) County's compensation paid to Contractor for its performance of Fire  
14 Dispatching Services herein is for supplemental services that are in addition  
15 to any other services that Contractor provides, and for which Contractor  
16 acknowledges that Contractor is paid in accordance with the EMS Provider  
17 Agreement.

18 (5) Contractor shall first obtain County's written permission to provide any other  
19 dispatching services through the County's EMS Communications Center.  
20 Notwithstanding anything stated to the contrary herein, Contractor  
21 covenants, warrants, and represents to County that:

22 a. Any funds that County may pay to Contractor, or that Contractor  
23 otherwise may collect from performing service in connection with the  
24 EMS Provider Agreement, including, but not limited to, County  
25 compensation and Contractor's fees and charges for services  
26 rendered to patients, shall not be diverted or otherwise used, either  
27 directly or indirectly, by Contractor to subsidize Contractor's  
28 performance of this Agreement.; and

## Exhibit A

1 b. Contractor shall not directly or indirectly charge any costs or  
2 expenses incurred in connection with the performance of this  
3 Agreement to any of Contractor's other operations for or approved by  
4 County, including but not limited to Contractor's operations in the  
5 County's EMS Communications Center for County under the EMS  
6 Provider Agreement and/or for other County-approved agencies  
7 (e.g., agencies that may be outside of Fresno County such as the  
8 County of Kings or cities or special districts, if any, within Fresno  
9 County).

10 C. Contractor's performance of Fire Dispatching Services herein shall enhance  
11 Contractor's peak load capacity, disaster readiness and overall efficiency in providing  
12 dispatching services in County's EMS Communications Center, and shall not detract from  
13 Contractor's performance of its obligations under the EMS Provider Agreement, or any other  
14 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	\$755
2	Jan 2025	\$755
3	Apr 2025	\$755
4	Jul 2025	\$755
5	Oct 2025	\$777
6	Jan 2026	\$777
7	Apr 2026	\$777
8	Jul 2026	\$777
9	Oct 2026	\$800.25
10	Jan 2027	\$800.25
11	Apr 2027	\$800.25
12	Jul 2027	\$800.25

## 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>	