

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated December 9, 2025 and is between K.W.P.H. Enterprises, doing business as American Ambulance, a California Corporation ("American-Madera"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. American Ambulance will begin providing ambulance services on a non-exclusive basis beginning on November 15 2025 in Madera County.

B. Requests for ambulance services throughout Madera County are transferred by Madera County law and fire agencies to the County's Emergency Medical Services (EMS) Communications Center for emergency medical dispatch services.

C. County provides EMS dispatching services, including receipt and processing request for ambulance services, provision of pre-arrival instructions, dispatch of appropriate ambulances, and notification of first responder agencies, when necessary.

D. County prefers to have a written EMS dispatch agreement with American-Madera for use of the County's EMS Communications Center in order to be consistent with all other users of the County's EMS Communications Center and to assure appropriate compensation is received for use of the County's EMS Communications Center.

E. American-Madera desires to receive EMS dispatching services from County's EMS Communications Center.

F. County's EMS Communications Center is staffed and operated by American's Fresno County operations ("American-Fresno") through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance Services, dated May 16, 2017 (County Agreement No. A-17-218, "EMS Provider Agreement"), as amended, by and between County and American-Fresno.

The parties therefore agree as follows:

1 **Article 1**

2 **American-Madera's Responsibilities**

3 1.1 American-Madera shall perform all of the services provided in Exhibit A to this
4 Agreement, titled "Scope of Services."

5 1.2 **Representation.** American-Madera 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.** American-Madera 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 Services**

13 2.1 **Scope of Services.** The County shall perform all of the services provided in Exhibit
14 B to this Agreement titled "County's Services".

15 2.2 **Representation.** The County represents that it is qualified, ready, willing, and able to
16 perform all of the services provided in this Agreement.

17 **Article 3**

18 **Compensation, Invoices, and Payments**

19 3.1 For County's performance of EMS dispatch services herein, American-Madera
20 agrees to pay County and County agrees to receive compensation pursuant to Exhibit C.

21 3.2 **Maximum Compensation.** The maximum compensation payable to the County
22 under this Agreement is One Hundred Sixty-Five Thousand Nine Hundred Sixty-Six and 67/100
23 Dollars (\$165,966.67).

24 3.3 **Invoices.** County shall submit monthly invoices to American-Madera, addressed to
25 American Ambulance, 2911 Tulare Ave, Fresno, California 93721.

26 3.4 **Payment.** American-Madera shall pay County within 15 days of receipt of monthly
27 invoice. All payments shall be remitted to County at the following address: Department of Public
28 Health – Emergency Medical Services Division, P.O. Box 11867, Fresno, CA 93775.

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on November 15, 2025, and terminates on
4 December 31, 2027, except as provided in Article 6, "Termination and Suspension," below.

5 4.2 **Data upon termination.** Upon the termination of this Agreement, County shall
6 promptly provide American-Madera with the data generated through the EMS dispatch services
7 provided herein in a commonly usable electronic format.

8 **Article 5**

9 **Notices**

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

12 **For the County:**

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

19 **For American-Madera:**

20 American Ambulance
21 President
22 2911 E Tulare Street
23 Fresno, CA 93721

24 5.2 **Change of Contact Information.** Either party may change the information in section
25 5.1 by giving notice as provided in section 5.3.

26 5.3 **Method of Delivery.** Each notice between the County and American-Madera
27 provided for or permitted under this Agreement must be in writing, state that it is a notice
28 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.

(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 either party may:

22 (A) Modify the services provided by American-Madera under this Agreement; or

23 (B) Terminate this Agreement by the non-appropriating governmental agency giving
24 the other party at least 90 days advance written notice of an intention to terminate.

25 6.2 **Termination for Breach.**

26 (A) Upon determining that a breach (as defined in paragraph (C) below) has
27 occurred, the County may give written notice of the breach to American-Madera. The
28

1 written notice may suspend performance under this Agreement, and must provide at
2 least 30 days for American-Madera to cure the breach.

3 (B) If American-Madera fails to cure the breach to the County's satisfaction within the
4 time stated in the written notice, the County may terminate this Agreement immediately.

5 (C) For purposes of this section, a breach occurs when, in the determination of the
6 County, American-Madera has:

7 (1) Obtained or used funds illegally or improperly;

8 (2) Failed to comply with any part of this Agreement;

9 (3) Submitted a substantially incorrect or incomplete report to the County; or

10 (4) Improperly performed any of its obligations under this Agreement.

11 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
12 either party may terminate this Agreement by giving at least 90 days advance written notice to
13 the other party

14 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
15 under this Article 6 is without penalty to or further obligation of the County.

16 **6.5 County's Rights upon termination.** American-Madera shall compensate or provide
17 funding to County for services performed prior to termination of this Agreement. This section
18 survives the termination of this Agreement.

19 **Article 7**

20 **Independent Contractor**

21 **7.1 Status.** In performing under this Agreement, the County, including its officers,
22 agents, employees, and volunteers, is at all times acting and performing as an independent
23 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
24 venturer, partner, or associate of American-Madera.

25 **7.2 Verifying Performance.** American-Madera has no right to control, supervise, or
26 direct the manner or method of the County's performance under this Agreement, but American-
27 Madera may verify that the County is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, County has no right to employment rights or benefits available to American-Madera employees. The County is solely responsible for providing to its own employees all employee benefits required by law. The County shall save American-Madera harmless from all matters relating to the payment of County'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 County may provide services to others unrelated to American-Madera.

Article 8

Indemnity and Defense

8.1 **American-Madera Indemnity.** American-Madera shall indemnify and hold harmless and defend the County (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, American-Madera, or any third party that arise from or relate to the performance or failure to perform by American-Madera (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting American-Madera' obligation to indemnify and hold harmless or defend the County.

8.2 **County's Indemnity.** County shall indemnify and hold harmless and defend American-Madera (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 American-Madera, County, or any third party that arise from or relate to the performance or failure to perform by County (or any of its officers, agents, subcontractors, employees, or Provider) under this Agreement. American-Madera may conduct or participate in its own defense without affecting the County's obligation to indemnify and hold harmless or defend American-Madera.

8.3 **Concurrent Negligence.** In the event of concurrent negligence on the part of American-Madera or any of its officers, agents or employees, and of County 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 County and American-Madera shall comply with all the insurance requirements
9 in Exhibit D to this Agreement.

10 **Article 10**

11 **Inspections, Audits, and Public Records**

12 10.1 **Inspection of Documents.** Each Party shall make available to the other party, and
13 the other party may examine at any time during business hours and as often as deemed
14 necessary, all records and data with respect to the matters covered by this Agreement,
15 excluding attorney-client privileged communications. Each party shall, upon request by the other
16 party, permit the other party to audit and inspect all of such records and data to ensure the
17 former party's compliance with the terms of this Agreement.

18 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
19 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
20 California State Auditor, as provided in Government Code section 8546.7, for a period of three
21 years after final payment under this Agreement. This section survives the termination of this
22 Agreement.

23 10.3 **Public Records.** The County is not limited in any manner with respect to its public
24 disclosure of this Agreement or any record or data that American-Madera may provide to the
25 County. The County's public disclosure of this Agreement or any record or data that American-
26 Madera may provide to the County may include but is not limited to the following:
27
28

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

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

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

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

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

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

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in American-Madera's possession or
25 control, and which the County has a right, under any provision of this Agreement or applicable
26 law, to possess or control, then the County may demand, in writing, that American-Madera
27 deliver to the County, for purposes of public disclosure, the requested records that may be in
28 the possession or control of American-Madera. Within five business days after the County's

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

18 **Article 11**

19 **General Terms**

20 11.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
21 Agreement may not be modified, and no waiver is effective, except by written agreement signed
22 by both parties. American-Madera acknowledges that County employees have no authority to
23 modify this Agreement except as expressly provided in this Agreement.

24 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
25 under this Agreement without the prior written consent of the other party.

26 11.3 **Governing Law.** The laws of the State of California govern all matters arising from
27 or related to this Agreement.
28

1 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
2 County, California. American-Madera consents to California jurisdiction for actions arising from
3 or related to this Agreement, and, subject to the Government Claims Act, all such actions must
4 be brought and maintained in Fresno County.

5 11.5 **Construction.** The final form of this Agreement is the result of the parties' combined
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
7 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
8 against either party.

9 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

10 11.7 **Headings.** The headings and section titles in this Agreement are for convenience
11 only and are not part of this Agreement.

12 11.8 **Severability.** If anything in this Agreement is found by a court of competent
13 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
14 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
15 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
16 intent.

17 11.9 **Nondiscrimination.** During the performance of this Agreement, American-Madera
18 shall not unlawfully discriminate against any employee or applicant for employment, or recipient
19 of services, because of race, religious creed, color, national origin, ancestry, physical disability,
20 mental disability, medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
22 all applicable State of California and federal statutes and regulation.

23 11.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
24 of American-Madera under this Agreement on any one or more occasions is not a waiver of
25 performance of any continuing or other obligation of American-Madera and does not prohibit
26 enforcement by the County of any obligation on any other occasion.

27 11.11 **Provider.** The parties acknowledge that Provider, or its replacement, if any during
28 the term of the Provider Agreement, will carry out County's provision of dispatching serves

1 herein. In the event of any such replacement of Provider, the replacement EMS Provider
2 Agreement will be on substantially the same terms as the EMS Provider Agreement to the
3 extend that it concerns this Agreement, as provided herein.

4 **11.12 Force Majeure.**

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

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

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

23 D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and other
24 extraordinary causes not reasonably within the control of either of the parties hereto.

25 **11.13 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
26 between American-Madera and the County with respect to the subject matter of this Agreement,
27 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
28 publications, and understandings of any nature unless those things are expressly included in

1 this Agreement. If there is any inconsistency between the terms of this Agreement without its
2 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
3 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
4 exhibits.

5 **11.14 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
6 create any rights or obligations for any person or entity except for the parties.

7 **11.15 Authorized Signature.** American-Madera represents and warrants to the County
8 that:

9 (A) American-Madera is duly authorized and empowered to sign and perform its
10 obligations under this Agreement.

11 (B) The individual signing this Agreement on behalf of American-Madera is duly
12 authorized to do so and his or her signature on this Agreement legally binds American-
13 Madera to the terms of this Agreement.

14 **11.16 Electronic Signatures.** The parties agree that this Agreement may be executed by
15 electronic signature as provided in this section.

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

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

26 (C) The provisions of this section satisfy the requirements of Civil Code section
27 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
28 Part 2, Title 2.5, beginning with section 1633.1).

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

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

8 11.17 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
9 original, and all of which together constitute this Agreement.

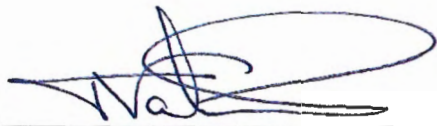
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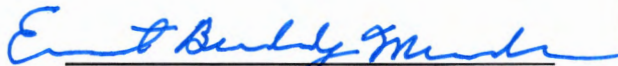
The parties are signing this Agreement on the date stated in the introductory clause.

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

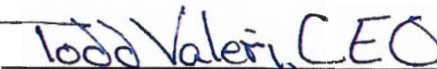
COUNTY OF FRESNO



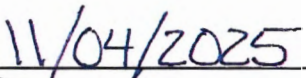
K.W.P.H. Enterprises



Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno



Print Name and Title



Date

Attest:

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

2911 E Tulare St
Fresno, CA 93721

By: 
Deputy

For accounting use only:

Org No.: 0001
Account No.: 5039
Fund No.: 56201693
Subclass No.: 100000

Exhibit A

American-Madera Responsibilities

American-Madera shall perform the following functions:

(1) American-Madera shall provide ambulance services for all incidents dispatched by County's EMS Communications Center that require the response of an ambulance.

(2) American-Madera shall consult with County's Representative in developing American-Madera policies and procedures as it relates to EMS dispatching. American-Madera shall not approve American-Madera policies and procedures relating to dispatch until first having conferred with County's Representative and such representative agrees that such policies and procedures are not inconsistent with the County's EMS Communication Center's Policies and Procedures, and that American-Madera' policies and procedures do not create additional workload for staff or impact other programs in the County's EMS Communications Center.

(3) American-Madera shall provide continuing education and training to County's EMS Communications Center radio operators and staff regarding the dispatching and management of American-Madera resources, as needed.

(4) American-Madera shall assure that all calls to American-Madera for ambulance service are immediately transferred to County's EMS Communications Center.

(5) American-Madera agrees to participate in an internal quality improvement program, which includes the participation of County and Provider.

(6) American-Madera shall be responsible for the provision and maintenance of all radio and computer equipment in American-Madera ambulances and vehicles.

Exhibit B

County's Services

A. Subject to American-Madera timely paying County for EMS dispatching Services (defined in Article 3 herein):

(1) County shall be responsible for the dispatching equipment, hardware, software (including software licenses), and other technologies, which will be utilized for the triage and entry of information for American-Madera' EMS dispatch services in County's EMS Communications Center computer aided dispatch ("CAD") system, in connection with County's performance of its EMS dispatch services for American-Madera under this Agreement. In the event that American-Madera requests additional technologies, not currently available in County's EMS Communications Center, American-Madera shall be solely responsible for all costs to purchase and maintain said technology and/or equipment; and

(2) County shall be responsible for selection, configuration, installation, and maintenance of all dispatching equipment, hardware, software and other technologies associated with this Agreement. All dispatching equipment, hardware, software (including software licenses), and other technologies purchased and/or obtained through this Agreement shall be the sole property of County; and

(3) County shall provide EMS dispatch services requiring responses by American-Madera as follows:

(a) County's EMS Communication Center shall provide all EMS dispatch services in accordance with American-Madera' policies and procedures affecting American-Madera under this Agreement (to the extent that they do not conflict with EMS Agency policy and procedures). American-Madera' policies and procedures shall be subject to review by County's EMS Director, or his or her designee (the "County's Representative"), as provided in Section 1.C.(2) herein.

(b) County's EMS Communication Center shall dispatch American-Madera ambulances through radio and electronic communications, and in accordance with American-Madera and EMS Agency policies and procedures. American-Madera shall work collaboratively with County on policies and procedures that are consistent with other agencies

Exhibit B

that are being dispatched in County's EMS Communications Center.

(c) County's EMS Communications Center shall provide pre-arrival instructions to callers requesting EMS dispatch services.

(d) County's EMS Communications Center shall provide inter-agency coordination regarding requests for EMS and first responder services, mutual aid and auto aid services, and order specialized EMS related equipment from American-Madera or other agencies (e.g., supervisor, rescue team, or "jaws of life") which may be needed to manage an incident, and perform other related duties.

(e) County's EMS Communications Center shall track all activity of American-Madera' ambulances and supervisor vehicles utilizing the County's EMS Communications Center CAD system.

(f) County shall record all telephone and radio transmissions and provide instant playback as needed. County shall retain recordings for a minimum of one-hundred eighty (180) days.

(g) County shall provide reports to American-Madera as requested. County must be given sufficient time to develop custom adhoc reports or reports that are not already developed.

(h) County shall provide one (1) radio operator for dispatching of American-Madera' ambulances and equipment twenty-four (24) hours a day, seven (7) days a week. American-Madera understands that the radio operator is not dedicated for the sole purpose of American-Madera and that the radio operator may be dispatching other fire and EMS providers. County shall provide that dispatch staff shall be trained in emergency medical dispatch.

(i) County 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 American-Madera' administration as needed.

(j) County shall maintain an up-to-date policies and procedures for all

Exhibit B

dispatch staff, and shall provide for training and continuing education of dispatch staff as needed.

(k) The goal for the immediate dispatch of an ambulance, in accordance with County's dispatch protocols, and excluding multiple unit responses, reassigned responses and other situations beyond the County's EMS Communications Center control, shall be sixty (60) seconds. The dispatch time will be measured from the time the telephone is answered by the call taker to the time the first ambulance is alerted to the incident either by radio, telephone, pager or station alerting device. A review shall occur for all cases in which dispatches are over ninety (90) seconds, and results will be evaluated for improvement opportunities by the EMS Dispatch Continuous Quality Improvement (CQI) Committee.

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

1. Calls not received through the 9-1-1 telephone system.
2. Calls that do not immediately geo-verify in the CAD.
3. Calls in which the public safety answering points dispatcher does not immediately transfer the calling party.
4. Calls in which the reporting party is either unable or unwilling to immediately provide all required information as part of the call taking process (i.e., non-English speaking, hysterical, or uncooperative).

B. It is understood by the parties hereto that County's provision of EMS dispatch services herein does not include any County provision of ambulance services, and that County is providing EMS dispatch services herein to American-Madera on a non-exclusive basis.

Exhibit C

Compensation

County will be compensated according to the following schedule:

Payment	Month	Payment Amount
1	Nov 2025	\$3,466.67
2	Dec 2025	\$6,500.00
3	Jan 2026	\$6,500.00
4	Feb 2026	\$6,500.00
5	Mar 2026	\$6,500.00
6	Apr 2026	\$6,500.00
7	May 2026	\$6,500.00
8	Jun 2026	\$6,500.00
9	Jul 2026	\$6,500.00
10	Aug 2026	\$6,500.00
11	Sep 2026	\$6,500.00
12	Oct 2026	\$6,500.00
13	Nov 2026	\$6,500.00
14	Dec 2026	\$6,500.00
15	Jan 2027	\$6,500.00
16	Feb 2027	\$6,500.00
17	Mar 2027	\$6,500.00
18	Apr 2027	\$6,500.00
19	May 2027	\$6,500.00
20	Jun 2027	\$6,500.00
21	Jul 2027	\$6,500.00
22	Aug 2027	\$6,500.00
23	Sep 2027	\$6,500.00
24	Oct 2027	\$6,500.00
25	Nov 2027	\$6,500.00
26	Dec 2027	\$6,500.00

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Insurance Requirements

1. Required Policies

Without limiting the indemnification of each party as stated in Article 8 above, it is understood and agree that American-Madera and County shall maintain, at their sole expense, the following insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities through the term of this Agreement:

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. Each party shall obtain an endorsement to this policy naming the other party, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by each party is excess only and not contributing with insurance provided under the other party's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after American-Madera signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, American-Madera shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement..
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) American-Madera has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the

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operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under American-Madera's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, American-Madera shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, American-Madera shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, American-Madera shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of American-Madera or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If American-Madera has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, American-Madera shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** American-Madera waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. American-Madera is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but American-Madera's waiver of subrogation under this paragraph is effective whether or not American-Madera obtains such an endorsement.
- (F) **County's Remedy for American-Madera's Failure to Maintain.** If American-Madera fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to American-Madera. The County may offset such charges against any amounts owed by the County to American-Madera under this Agreement.

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(G) **Subcontractors.** American-Madera shall require and verify that all subcontractors used by County to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize American-Madera to provide services under this Agreement using subcontractors.