

**AGREEMENT**

This Service Agreement ("Agreement") is dated 20 June, 2023 and is between Sierra Ambulance Service, Inc., a non-profit public benefit corporation ("Sierra"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. 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 or emergency medical dispatch services.

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

C. Sierra has received EMS dispatch services since 2005 from the County's EMS Communications Center through a separate agreement between Sierra and K.W.P.H. Enterprises, dba, American Ambulance.

D. County prefers to have a written EMS dispatch agreement with Sierra 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. Sierra desires to receive EMS dispatching services from County's EMS Communications Center.

F. County's EMS Communications Center is staffed and operated by K.W.P.H. Enterprises, Inc., doing business as American Ambulance, a California corporation ("Provider") 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 Provider.

The parties therefore agree as follows:

1 **Article 1**

2 **Sierra's Responsibilities**

3 1.1 **Scope of Services.** Sierra shall perform all of the services provided in Exhibit A to  
4 this Agreement, titled "Sierra's Responsibilities".

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

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

11 **Article 2**

12 **County's Services**

13 2.1 The County shall perform all of the services provided in Exhibit B to this Agreement,  
14 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, Sierra agrees to pay,  
20 and County agrees to receive, compensation for the performance of its services under this  
21 Agreement according to Exhibit C to this Agreement, titled "Compensation."

22 3.2 **Maximum Compensation.** In no event shall compensation for County's  
23 performance of EMS Dispatch Services under this Agreement be in excess of the amounts  
24 listed as follows:

25 For the period of July 1, 2023 through June 30, 2024, the amount of this Agreement  
26 shall not exceed One Hundred Four Thousand Eight Hundred Sixty-Eight and 00/100 Dollars  
27 (\$104,868.00).  
28

1 For the period of July 1, 2024 through June 30, 2025, the amount of this Agreement  
2 shall not exceed One Hundred Eight Thousand Twelve and 00/100 Dollars (\$108,012.00).

3 For the period of July 1, 2025 through June 30, 2026, the amount of this Agreement  
4 shall not exceed One Hundred Eleven Thousand Two Hundred Fifty-Two and 00/100 dollars  
5 (\$111,252.00).

6 3.3 **Invoices.** County shall invoice Sierra monthly, addressed to Sierra Ambulance  
7 Service, P.O Box 2307, Oakhurst, Ca. 93644

8 3.4 **Payment.** Payment by Sierra shall be in arrears, for services provided during the  
9 preceding month, within forty-five (45) days after receipt and verification of County's invoices by  
10 Sierra. All payments shall be remitted to County at the following address: County of Fresno,  
11 Department of Public Health – Emergency Medical Services, P.O. Box 11867, Fresno,  
12 California 93775.

13 3.5 **Incidental Expenses.** Sierra is solely responsible for all of its costs and expenses  
14 that are not specified as payable by the County under this Agreement.

#### 15 **Article 4**

#### 16 **Term of Agreement**

17 4.1 **Term.** This Agreement is effective on July 1<sup>st</sup>, 2023 and terminates on June 30, 2026  
18 except as provided in Article 6, "Termination and Suspension," below.

19 4.2 **Data Upon Termination.** Upon termination of this Agreement, County shall promptly  
20 provide Sierra with the data generated through the EMS dispatch services provided herein in a  
21 commonly usable electronic format.

#### 22 **Article 5**

#### 23 **Notices**

24 5.1 **Contact Information.** The persons and their addresses having authority to give and  
25 receive notices provided for or permitted under this Agreement include the following:

26 **For the County:**  
27 Director, Department of Public Health  
28 County of Fresno  
P.O. Box 1867  
Fresno, CA 93775

1 [CCEMSA@FresnoCountyCA.gov](mailto:CCEMSA@FresnoCountyCA.gov)  
2 Fax: (559) 600-7691

3 **For Sierra:**  
4 Sierra Ambulance Service  
5 President  
6 P.O Box 2307  
7 Oakhurst, California 93644

8 5.2 **Change of Contact Information.** Either party may change the information in section  
9 5.1 by giving notice as provided in section 5.3.

10 5.3 **Method of Delivery.** Each notice between the County and Sierra provided for or  
11 permitted under this Agreement must be in writing, state that it is a notice provided under this  
12 Agreement, and be delivered either by personal service, by first-class United States mail, by an  
13 overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
14 Document Format (PDF) document attached to an email.

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

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

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

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

28 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
nothing in this Agreement establishes, waives, or modifies any claims presentation  
requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
5 are not allocated, then either party may:

6 (A) Modify the services provided by County under this Agreement; or

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

10 6.2 **Termination for Breach.**

11 (A) Either party may terminate this Agreement at any time for cause upon ten (10)  
12 days advance written notice to the other party, In the event of the other party's material  
13 breach of its obligations herein and provided that such breach is not cured during such  
14 ten (10) day notification period. The party receiving such notice may respond to said  
15 notice and any charges contained therein within that ten (10) day period.

16 (B) In no event shall any payment or funding by Sierra pursuant to this Agreement  
17 constitute a waiver by Sierra of any breach of this Agreement which may then exist on  
18 the part of County, nor shall such payment or funding impair or prejudice any remedy  
19 available to Sierra with respect to the breach.

20 (C) The waiver by either party of a breach by the other of any provision of this  
21 Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach  
22 of either the same or a different provision of this Agreement. No provisions of this  
23 Agreement may be waived unless in writing and signed by all parties to this Agreement.  
24 Waiver of any one (1) provision herein shall not be deemed to be a waiver of any other  
25 provision herein.

26 6.3 **Termination without Cause.** I Under circumstances other than those set forth  
27 above, this Agreement may be terminated by Sierra or County upon giving the other party at  
28 least ninety (90) days advance written notice of an intention to terminate.

1 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
2 under this Article 6 is without penalty to or further obligation of the County.

3 6.5 **County's Rights upon Termination.** Sierra shall compensate or provide funding to  
4 County for all services performed or costs incurred under this Agreement prior to any  
5 termination of this Agreement. This section survives the termination of this Agreement.

6 **Article 7**

7 **Independent Contractor**

8 7.1 **Status.** In performing under this Agreement, the County, including its officers,  
9 agents, employees, and volunteers, is at all times acting and performing as an independent  
10 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
11 venturer, partner, or associate of Sierra.

12 7.2 **Verifying Performance.** Sierra has no right to control, supervise, or direct the  
13 manner or method of the County's performance under this Agreement, but Sierra may verify that  
14 the County is performing according to the terms of this Agreement.

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

20 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
21 Agreement, the County may provide services to others unrelated to Sierra.

22 **Article 8**

23 **Indemnity and Defense**

24 8.1 **Indemnity by Sierra.** Sierra shall indemnify and hold harmless and defend the  
25 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
26 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
27 liabilities of any kind to the County, Sierra, or any third party that arise from or relate to the  
28 performance or failure to perform by Sierra (or any of its officers, agents, subcontractors, or

1 employees) under this Agreement. The County may conduct or participate in its own defense  
2 without affecting the Sierra's obligation to indemnify and hold harmless or defend the County.

3 **8.2 Indemnity by County.** The County shall indemnify and hold harmless and defend  
4 Sierra (including its officers, agents, employees, and volunteers) against all claims, demands,  
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
6 liabilities of any kind to Sierra, the County, or any third party that arise from or relate to the  
7 performance or failure to perform by the County (or any of its officers, agents, subcontractors,  
8 employees, or Provider) under this Agreement. Sierra may conduct or participate in its own  
9 defense without affecting the County's obligation to indemnify and hold harmless or defend  
10 Sierra.

11 **8.3 Concurrent Negligence.** In the event of concurrent negligence on the part of County  
12 or any of its officers, agents or employees, or Provider, and of Sierra or any of its officers,  
13 agents, or employees, the liability for any and all such claims, demands and actions in law or  
14 equity for such costs and expenses (including attorneys' fees and costs), damages, and losses  
15 shall be apportioned under the State of California's theory of comparative negligence as  
16 presently established or as may be modified hereafter.

17 **8.4 Survival.** This Article 8 survives the termination of this Agreement.

## 18 **Article 9**

### 19 **Insurance**

20 9.1 The parties shall comply with all the insurance requirements in Exhibit D to this  
21 Agreement.

## 22 **Article 10**

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

24 10.1 **Inspection of Documents.** During the term of this Agreement and for a period of  
25 three (3) years after final payment under this Agreement, each party shall at any time during  
26 business hours, and as often as the other party may deem necessary, make available to the  
27 other party for examination all of the party's records and data with respect to the matters  
28 covered by this Agreement. During the same period of time, each party shall also, upon request

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

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

7 10.3 **Public Records.** The County is not limited in any manner with respect to its public  
8 disclosure of this Agreement or any record or data that Sierra may provide to the County. The  
9 County's public disclosure of this Agreement or any record or data that Sierra may provide to  
10 the County may include but is not limited to the following:

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

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

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

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

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

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

5 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
6 under the CPRA to publicly disclose any record that is in Sierra's possession or control, and  
7 which the County has a right, under any provision of this Agreement or applicable law, to  
8 possess or control, then the County may demand, in writing, that Sierra deliver to the County,  
9 for purposes of public disclosure, the requested records that may be in the possession or  
10 control of Sierra. Within five business days after the County's demand, Sierra shall (a) deliver to  
11 the County all of the requested records that are in Sierra's possession or control, together with a  
12 written statement that Sierra, after conducting a diligent search, has produced all requested  
13 records that are in Sierra's possession or control, or (b) provide to the County a written  
14 statement that Sierra, after conducting a diligent search, does not possess or control any of the  
15 requested records. The Contractor shall cooperate with the County with respect to any County  
16 demand for such records. If Sierra wishes to assert that any specific record or data is exempt  
17 from disclosure under the CPRA or other applicable law, it must deliver the record or data to the  
18 County and assert the exemption by citation to specific legal authority within the written  
19 statement that it provides to the County under this section. The Contractor's assertion of any  
20 exemption from disclosure is not binding on the County, but the County will give at least 10  
21 days' advance written notice to Sierra before disclosing any record subject to Sierra's assertion  
22 of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered  
23 award of costs or attorney's fees under the CPRA that results from Sierra's delay, claim of  
24 exemption, failure to produce any such records, or failure to cooperate with the County with  
25 respect to any County demand for any such records.

26 **10.5 Records Retention.** Each party shall maintain its records in connection with the  
27 respective services referred to under this Agreement. Such records must be maintained for a  
28 minimum of three (3) years. Records must also be maintained a minimum of three (3) years

1 after the termination of this Agreement. The party generating the records shall maintain  
2 ownership of the records upon termination of this Agreement.

3 10.6 This Article 10 shall survive the expiration or termination of this Agreement.

## 4 **Article 11**

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

6 11.1 **Applicability.** This Article 11 applies if Sierra is operating as a corporation, or  
7 changes its status to operate as a corporation.

8 11.2 **Duty to Disclose.** If any member of Sierra's board of directors is party to a self-  
9 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-  
10 Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the  
11 County before commencing the transaction or immediately after.

12 11.3 **Definition.** "Self-dealing transaction" means a transaction to which Sierra is a party  
13 and in which one or more of its directors, as an individual, has a material financial interest.

## 14 **Article 12**

### 15 **General Terms**

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

20 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
21 under this Agreement without the prior written consent of the other party.

22 12.3 **Governing Law.** The laws of the State of California govern all matters arising from  
23 or related to this Agreement.

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

1       12.5   **Construction.** The final form of this Agreement is the result of the parties' combined  
2 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
3 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
4 against either party.

5       12.6   **Days.** Unless otherwise specified, "days" means calendar days.

6       12.7   **Headings.** The headings and section titles in this Agreement are for convenience  
7 only and are not part of this Agreement.

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

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

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

23       12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
24 between Sierra and the County with respect to the subject matter of this Agreement, and it  
25 supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
26 publications, and understandings of any nature unless those things are expressly included in  
27 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
28 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving

1 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
2 exhibits.

3 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
4 create any rights or obligations for any person or entity except for the parties.

5 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

8 (B) The individual signing this Agreement on behalf of Sierra is duly authorized to do  
9 so and his or her signature on this Agreement legally binds Sierra to the terms of this  
10 Agreement.

11 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
12 electronic signature as provided in this section.

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

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

23 (C) The provisions of this section satisfy the requirements of Civil Code section  
24 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
25 Part 2, Title 2.5, beginning with section 1633.1).

26 (D) Each party using a digital signature represents that it has undertaken and  
27 satisfied the requirements of Government Code section 16.5, subdivision (a),  
28

1 paragraphs (1) through (5), and agrees that each other party may rely upon that  
2 representation.

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

6 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
7 original, and all of which together constitute this Agreement.

## 8 **Article 13**

### 9 **Miscellaneous Provisions**

10 13.1 **Provider.** The parties hereto acknowledge that Provider, or its replacement, if any  
11 during the term of the Provider Agreement, will carry out County's provision of dispatching  
12 services herein. In the event of any such replacement of Provider, the replacement EMS  
13 Provider Agreement will be on substantially the same terms as the EMS Provider Agreement to  
14 the extent that it concerns this Agreement, as provided herein.

#### 15 13.2 **Force Majeure**

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

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

1 necessary to terminate any temporary restraining order or preliminary or permanent  
2 injunctions to enable it to so commence or resume performance of its obligations under  
3 this Agreement.

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

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


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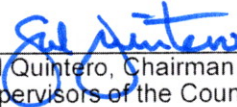
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The parties are signing this Agreement on the date stated in the introductory clause.

Sierra Ambulance Service

COUNTY OF FRESNO


  
\_\_\_\_\_  
(Authorized Signature)

  
\_\_\_\_\_  
Sal Quintero, Chairman of the Board of  
Supervisors of the County of Fresno

**AARON SUNDSTROM, EXECUTIVE DIRECTOR**  
\_\_\_\_\_  
Print Name and Title

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

Sierra Ambulance Service  
P.O. Box 2307  
Oakhurst, CA 93644

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

For accounting use only:

Org No.: 56201693  
Account No.: 5039  
Fund No.: 0001  
Subclass No.: 10000

## Exhibit A

### Sierra's Responsibilities

Sierra shall perform the following functions:

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

(2) Sierra shall consult with County's EMS Director, or his or her designee (the "County's Representative"), in developing Sierra policies and procedures as it relates to EMS dispatching. Sierra shall not approve Sierra 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 Sierra's policies and procedures do not create additional workload for staff or impact other programs in the County's EMS Communications Center.

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

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

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

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

## Exhibit B

### County's Services

1  
2 A. Subject to Sierra timely paying County for EMS dispatching Services (defined in  
3 Article 3 herein):

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

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

17 (3) County shall provide EMS dispatch services requiring responses by  
18 Sierra as follows:

19 (a) County's EMS Communication Center shall provide all EMS  
20 dispatch services in accordance with Sierra's policies and procedures affecting Sierra under  
21 this Agreement (to the extent that they do not conflict with EMS Agency policy and  
22 procedures). Sierra's policies and procedures shall be subject to review by County's  
23 Representative.

24 (b) County's EMS Communication Center shall dispatch Sierra  
25 ambulances through radio and electronic communications, and in accordance with Sierra and  
26 EMS Agency policies and procedures. Sierra shall work collaboratively with County on policies  
27 and procedures that are consistent with other agencies that are being dispatched in County's  
28 EMS Communications Center.

## Exhibit B

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

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

8 (e) County's EMS Communications Center shall track all activity of  
9 Sierra's ambulances and supervisor vehicles utilizing the County's EMS Communications  
10 Center CAD system.

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

14 (g) County shall provide reports to Sierra as requested. County must  
15 be given sufficient time to develop custom ad-hoc reports or reports that are not already  
16 developed.

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

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

26 (j) County shall maintain an up-to-date manual of Sierra's policies  
27 and procedures for all dispatch staff, and shall provide for training and continuing education of  
28 dispatch staff as needed.

## Exhibit B

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

9 It is understood that because of the dynamic nature of emergency  
10 services, there are situations when the sixty (60) second dispatch goal may not be achieved.

11 Examples of these situations include, but are not limited to:

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

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

# Exhibit C

## Compensation

County will be compensated according to the following schedule:

Payment	Month	Payment Amount
1	Jul 2023	\$8,739.00
2	Aug 2023	\$8,739.00
3	Sep 2023	\$8,739.00
4	Oct 2023	\$8,739.00
5	Nov 2023	\$8,739.00
6	Dec 2023	\$8,739.00
7	Jan 2024	\$8,739.00
8	Feb 2024	\$8,739.00
9	Mar 2024	\$8,739.00
10	Apr 2024	\$8,739.00
11	May 2024	\$8,739.00
12	Jun 2024	\$8,739.00
13	Jul 2024	\$9,001.00
14	Aug 2024	\$9,001.00
15	Sep 2024	\$9,001.00
16	Oct 2024	\$9,001.00
17	Nov 2024	\$9,001.00
18	Dec 2024	\$9,001.00
19	Jan 2025	\$9,001.00
20	Feb 2025	\$9,001.00
21	Mar 2025	\$9,001.00
22	Apr 2025	\$9,001.00
23	May 2025	\$9,001.00
24	Jun 2025	\$9,001.00
25	Jul 2025	\$9,271.00
26	Aug 2025	\$9,271.00
27	Sep 2025	\$9,271.00
28	Oct 2025	\$9,271.00
29	Nov 2025	\$9,271.00
30	Dec 2025	\$9,271.00
31	Jan 2026	\$9,271.00
32	Feb 2026	\$9,271.00
33	Mar 2026	\$9,271.00
34	Apr 2026	\$9,271.00
35	May 2026	\$9,271.00
36	Jun 2026	\$9,271.00

# Exhibit D

## Insurance Requirements

### 1. Required Policies

Without limiting the indemnification of each party as stated in Article 8 above, it is understood and agreed that Sierra 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 the Contractor 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, the Contractor 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 – 6<sup>th</sup> Floor, or email, [DPHContracts@fresnocountyca.gov](mailto: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) the Contractor 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

## Exhibit D

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 the Contractor'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, the Contractor 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, the Contractor 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, the Contractor 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 the Contractor 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 the Contractor 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, the Contractor 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.** The Contractor 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. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor 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 the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

## Exhibit D

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

# Exhibit E

## 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 E

<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>	