

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated \_\_\_\_\_ and is between  
3 K.W.P.H. Enterprises, doing business as American Ambulance, a California corporation  
4 ("Contractor"), and the County of Fresno, a political subdivision of the State of California  
5 ("County").

6 **Recitals**

7 A. County's Emergency Medical Services ("EMS" Communications Center is staffed and  
8 operated by Contractor through that certain Emergency Medical Services provider Agreement  
9 for Emergency Ambulance Service and Advanced Life Support (Paramedic) Ambulance Service  
10 dated May 16, 2017 (County Agreement No. A-17-218, the "EMS Provider Agreement"), as  
11 amended, by and between County and Provider.

12 B. Sierra Ambulance Service, Inc. ("Sierra") desires to receive EMS Dispatch Services from  
13 County's EMS Communications Center, which includes receipt and processing of requests for  
14 ambulance services, provision of pre-arrival instructions, dispatch of appropriate ambulances,  
15 and notification of first responder agencies, when necessary (collectively, "EMS Dispatch  
16 Services").

17 C. Contractor desires to provide dispatching services for Sierra.

18 D. Contractor is willing to facilitate the Sierra-County Agreement by entering into this  
19 Agreement.

20 The parties therefore agree as follows:

21 **Article 1**

22 **Contractor's Services**

23 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
24 Exhibit A to this Agreement, titled "Scope of Services."

25 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
26 able to perform all of the services provided in this Agreement.

27 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
28 applicable federal, state, and local laws and regulations in the performance of its obligations

1 under this Agreement, including but not limited to workers compensation, labor, and  
2 confidentiality laws and regulations.

## 3 **Article 2**

### 4 **County's Responsibilities**

5 2.1 The County shall perform the following functions:

6 (A) County shall provide County-approved EMS Policies and Procedures to  
7 Contractor.

8 (B) County shall assure that all calls in Sierra's response area for EMS services are  
9 immediately transferred to County's EMS Communications Center.

10 (C) County agrees to provide for an internal quality improvement program, which  
11 includes the participation of Contractor and Sierra.

## 12 **Article 3**

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

14 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
15 the performance of its services under this Agreement according to Exhibit B to this Agreement,  
16 titled "Compensation."

17 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
18 under this Agreement is as follows:

19 For the period of July 1, 2026 through June 30, 2027, the amount of this Agreement  
20 shall not exceed One Hundred Five Thousand Seven Hundred Fifty-Six and 00/100 Dollars  
21 (\$105,756.00).

22 For the period of July 1, 2027 through December 31, 2027, the amount of this  
23 Agreement shall not exceed Fifty-Two Thousand Eight Hundred Seventy-Eight and 00/100  
24 Dollars (\$52,878.00)

25 The Contractor acknowledges that the County is a local government entity, and does  
26 so with notice that the County's powers are limited by the California Constitution and by State  
27 law, and with notice that the Contractor may receive compensation under this Agreement only  
28 for services performed according to the terms of this Agreement and while this Agreement is in



1 2911 E Tulare St  
2 Fresno, CA 93721

3 5.2 **Change of Contact Information.** Either party may change the information in section  
4 5.1 by giving notice as provided in section 5.3.

5 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
6 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
7 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
8 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
9 Document Format (PDF) document attached to an email.

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

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

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

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

23 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
24 nothing in this Agreement establishes, waives, or modifies any claims presentation  
25 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
26 of Title 1 of the Government Code, beginning with section 810).  
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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 the County, upon at least 30 days' advance written notice to the  
6 Contractor, may:

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

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
11 occurred, the County may give written notice of the breach to the Contractor. The written  
12 notice may suspend performance under this Agreement, and must provide at least 30  
13 days for the Contractor to cure the breach.

14 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
15 time stated in the written notice, the County may terminate this Agreement immediately.

16 (C) For purposes of this section, a breach occurs when, in the determination of the  
17 County, the Contractor has:

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

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

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

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

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the  
23 County may terminate this Agreement by giving at least 30 days advance written notice to the  
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article  
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
3 demand. This section survives the termination of this Agreement.

4 **Article 7**

5 **Independent Contractor**

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

10 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
11 manner or method of the Contractor's performance under this Agreement, but the County may  
12 verify that the Contractor is performing according to the terms of this Agreement.

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

19 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
20 Agreement, the Contractor may provide services to others unrelated to the County.

21 **Article 8**

22 **Indemnity and Defense**

23 8.1 **Contractor's Indemnity.** The Contractor shall indemnify and hold harmless and  
24 defend the County (including its officers, agents, employees, and volunteers) against all claims,  
25 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,  
26 penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise  
27 from or relate to the performance or failure to perform by the Contractor (or any of its officers,  
28 agents, subcontractors, or employees) under this Agreement. The County may conduct or



1 **Article 10**

2 **Inspections, Audits, and Public Records**

3 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
4 the County may examine at any time during business hours and as often as the County deems  
5 necessary, all of the Contractor's records and data with respect to the matters covered by this  
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
7 request by the County, permit the County to audit and inspect all of such records and data to  
8 ensure the Contractor's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
12 years after final payment under this Agreement. This section survives the termination of this  
13 Agreement.

14 10.3 **Public Records.** The County is not limited in any manner with respect to its public  
15 disclosure of this Agreement or any record or data that the Contractor may provide to the  
16 County. The County's public disclosure of this Agreement or any record or data that the  
17 Contractor may provide to the County may include but is not limited to the following:

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

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

25 (C) This Agreement, and any record or data that the Contractor may provide to the  
26 County, is subject to public disclosure under the Ralph M. Brown Act (California  
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).  
28

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

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

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

13 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
14 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
15 and which the County has a right, under any provision of this Agreement or applicable law, to  
16 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
17 County, for purposes of public disclosure, the requested records that may be in the possession  
18 or control of the Contractor. Within five business days after the County's demand, the  
19 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
20 possession or control, together with a written statement that the Contractor, after conducting a  
21 diligent search, has produced all requested records that are in the Contractor's possession or  
22 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
23 diligent search, does not possess or control any of the requested records. The Contractor shall  
24 cooperate with the County with respect to any County demand for such records. If the  
25 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
26 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
27 exemption by citation to specific legal authority within the written statement that it provides to  
28 the County under this section. The Contractor's assertion of any exemption from disclosure is



1       12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
2 under this Agreement without the prior written consent of the other party.

3       12.3 **Governing Law.** The laws of the State of California govern all matters arising from  
4 or related to this Agreement.

5       12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
6 County, California. Contractor consents to California jurisdiction for actions arising from or  
7 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
8 brought and maintained in Fresno County.

9       12.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
10 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
11 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
12 against either party.

13       12.6 **Days.** Unless otherwise specified, "days" means calendar days.

14       12.7 **Headings.** The headings and section titles in this Agreement are for convenience  
15 only and are not part of this Agreement.

16       12.8 **Severability.** If anything in this Agreement is found by a court of competent  
17 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
18 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
19 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
20 intent.

21       12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
22 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
23 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
24 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
25 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
26 all applicable State of California and federal statutes and regulation.

27       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
28 of the Contractor under this Agreement on any one or more occasions is not a waiver of

1 performance of any continuing or other obligation of the Contractor and does not prohibit  
2 enforcement by the County of any obligation on any other occasion.

3 **12.11 Force Majeure.**

4 (A) If either party hereto is rendered unable, wholly or in part, by Force Majeure to  
5 carry out its obligations under this Agreement, that party shall give to the other party  
6 hereto prompt written notice of the Force Majeure with full particulars relating thereto.  
7 Thereupon, the obligations of the party giving the notice, so far as they are affected by  
8 the Force Majeure, shall be suspended during, but no longer than, the continuance of  
9 the Force Majeure, except for a reasonable time thereafter required to resume  
10 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  
13 promptly, diligently, and in good faith take all reasonable action required in order for it to  
14 be able to promptly commence or resume performance of its obligations under this  
15 Agreement. Without limiting the generality of the foregoing, the party so excused from  
16 performance shall, during any such period of Force Majeure, take all reasonable action  
17 necessary to terminate any temporary restraining order or preliminary or permanent  
18 injunctions to enable it to so commence or resume performance of its obligations under  
19 this Agreement.

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

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

26 **12.12 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
27 between the Contractor and the County with respect to the subject matter of this Agreement,  
28 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,

1 publications, and understandings of any nature unless those things are expressly included in  
2 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
3 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
4 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
5 exhibits.

6 12.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
7 create any rights or obligations for any person or entity except for the parties.

8 12.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

9 (A) The Contractor 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 the Contractor is duly  
12 authorized to do so and his or her signature on this Agreement legally binds the  
13 Contractor to the terms of this Agreement.

14 12.15 **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.

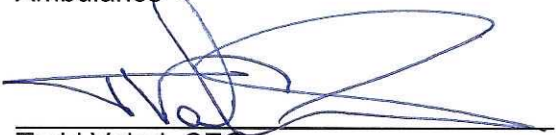
8 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
9 original, and all of which together constitute this Agreement.

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

KWPH Enterprises, dba American Ambulance

COUNTY OF FRESNO



Todd Valeri, CEO

Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno



Erik Peterson, President

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

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## Exhibit A

### Scope of Services

1  
2 A. Subject to Sierra's timely paying County for EMS Dispatching Services (defined  
3 in Section 4.A. of the Sierra-County Agreement) under the Sierra-County Agreement:

4 (1) County shall obtain and maintain 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 EMS Dispatching Services in County's EMS  
7 Communications Center computer aided dispatch ("CAD") system; and

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

13 (3) Contractor, shall provide EMS Dispatching Services requiring responses  
14 by Sierra as follows:

15 (a) Contractor shall provide all EMS Dispatching Services in  
16 accordance with Sierra's policies and procedures, which shall be approved by County's EMS  
17 Director, or his or her designee (the "County's Representative").

18 (b) Contractor shall dispatch Sierra's vehicles through Sierra's radios  
19 and electronic communications, and in accordance with Sierra's and EMS Agency policies and  
20 procedures.

21 (c) Contractor shall provide pre-arrival instructions to callers  
22 requesting ambulance service responses in accordance with County's policies and procedures.

23 (d) Contractor shall provide inter-agency coordination regarding  
24 requests for EMS services, mutual aid and instant aid services, and order specialized EMS  
25 equipment from Sierra or other agencies (e.g., supervisor, First responders, rescue team, or  
26 "jaws of life") which may be needed to handle an incident, and perform other related duties in  
27 accordance with Sierra's and County's policies and procedures.

28 (e) Contractor shall track all activity of Sierra's EMS responses

## Exhibit A

1 utilizing the County's EMS Communications Center CAD system.

2 (f) County shall provide one (1) radio operator for dispatching  
3 of Sierra's apparatuses twenty-four (24) hours a day, seven (7) days a week. Sierra  
4 understands that the radio operator is not dedicated for the sole purpose of Sierra and that the  
5 radio operator may be dispatching other fire and EMS providers.

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

10 (h) Contractor shall maintain an up-to-date manual of Sierra's  
11 policies and procedures (approved by County's Representative, as provided herein) for all  
12 dispatch staff, and shall provide for training and continuing education of dispatch staff as  
13 needed.

14 (i) The goal for the immediate dispatch of a EMS apparatus, in  
15 accordance with EMS approved dispatch protocols, and excluding multiple unit responses,  
16 reassigned responses and other situations beyond the County's EMS Communications Center  
17 control; shall be sixty (60) seconds. The dispatch time will be measured from the time the telephone  
18 is answered by the call taker to the time the first EMS apparatus is alerted to the incident either by  
19 radio, telephone, pager, or station alerting device. A review shall occur for all cases in which  
20 dispatches are over ninety (90) seconds and results will be evaluated for improvement opportunities  
21 by the EMS Dispatch Continuous 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 not received through the 9-1-1 telephone system.
- 26 2. Calls that do not immediately geo-verify in the CAD.
- 27 3. Calls in which the public safety answering points (PSAP)  
28 dispatcher does not immediately transfer the calling party.

## Exhibit A

1 4. Calls in which the reporting party is either unable or unwilling  
2 to immediately provide all required information as part of the call  
3 taking process (i.e., non-English speaking, hysterical, or  
4 uncooperative).

5 5. Calls not meeting Priority 1 medical-aid criteria  
6 during initial questioning.

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

8 (1) Contractor's provision of EMS Dispatching Services herein does not  
9 include any Contractor or County provision of EMS services,

10 (2) All EMS services for all EMS calls to be dispatched by Contractor are to  
11 be provided by Sierra pursuant to the Sierra-County Agreement,

12 (3) Contractor is providing EMS Dispatching Services herein on a non-  
13 exclusive basis,

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

18 (5) Contractor shall first obtain County's written permission to provide any  
19 other dispatching services through the County's EMS Communications Center.

20 C. Notwithstanding anything stated to the contrary herein, Contractor covenants,  
21 warrants, and represents to County that

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

27 (2) Contractor shall not directly or indirectly charge any costs or expenses  
28 incurred in connection with the performance of this Agreement to any of Contractor's other

## Exhibit A

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

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

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# Exhibit B

## Compensation

Contractor will be compensated according to the following schedule:

Payment	Month	Payment Amount
1	Jul 2026	\$8,813
2	Aug 2026	\$8,813
3	Sep 2026	\$8,813
4	Oct 2026	\$8,813
5	Nov 2026	\$8,813
6	Dec 2026	\$8,813
7	Jan 2027	\$8,813
8	Feb 2027	\$8,813
9	Mar 2027	\$8,813
10	Apr 2027	\$8,813
11	May 2027	\$8,813
12	Jun 2027	\$8,813
13	Jul 2027	\$8,813
14	Aug 2027	\$8,813
15	Sep 2027	\$8,813
16	Oct 2027	\$8,813
17	Nov 2027	\$8,813
18	Dec 2027	\$8,813

## 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>	