

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 dated May 16, 2017 (County Agreement No. 17-218, the
10 "EMS Provider Agreement"), including amendments by and between County and Provider.

11 B. The City of Fresno ("City") receives calls requesting both fire suppression services and
12 EMS and transfers those calls to County's EMS Communications Center for dispatching the
13 appropriate emergency ambulances and fire equipment.

14 C. City's Fire Department ("City Fire") continues to desire to receive dispatching services
15 for fire suppression calls which may include dispatching of non-transport first responder
16 services, (collectively, "Fire Dispatching Services") from County's EMS Communications Center.

17 D. It is to the mutual benefit and in the best interest of the City and County, and the parties
18 hereto, to combine EMS dispatching services and Fire Dispatching Services for the purpose of
19 providing improved services to the public.

20 E. It is a goal of County and City to consolidate dispatching services in Fresno County

21 F. It has been determined by City and County that there is a need to provide EMS
22 dispatching services and Fire Dispatching Services through a centralized and combined effort
23 by County's EMS Communications Center and City Fire.

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

26 H. Contractor is willing to facilitate the City-County Agreement by entering into this
27 Agreement.

28 The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
4 Exhibit A to this Agreement, titled "Scope of Services."

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

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

11 **Article 2**

12 **County's Responsibilities**

13 2.1 The County shall perform the following functions:

14 A. County shall provide County-approved City Fire Policies and Procedures to
15 Contractor.

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

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

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

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

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

3 **Article 3**

4 **Compensation, Invoices, and Payments**

5 3.1 For Contractor's performance of Fire Dispatching Services, the County agrees to
6 pay, and the Contractor agrees to receive, compensation for the performance of its services
7 under this Agreement according to in Exhibit B to this Agreement, titled "Compensation."

8 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
9 under this Agreement is as follows:

10 For the period of July 1, 2026 through June 30, 2027, the amount of this Agreement
11 shall not exceed One Million Fifty-Two Thousand, Nine Hundred Thirty-Four and 00/100 Dol-
12 lars (\$1,052,934.00).

13 For the period of July 1, 2027 through December 31, 2027, the amount of this
14 Agreement shall not exceed Five Hundred Twenty-Six Thousand Four Hundred Sixty-Seven
15 and 00/100 Dollars (\$526,467.00)

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

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

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

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

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

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

17 **Article 6**

18 **Termination and Suspension**

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

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

25 6.2 **Termination for Breach.**

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

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

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

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

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

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

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

20 **Article 7**

21 **Independent Contractor**

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

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

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

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

6 **Article 9**

7 **Insurance**

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

13 **Article 10**

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

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

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

26 10.3 **Public Records.** The County is not limited in any manner with respect to its public
27 disclosure of this Agreement or any record or data that the Contractor may provide to the
28

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

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

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

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

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

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

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

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

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

19 **Article 11**

20 **Disclosure of Self-Dealing Transactions**

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

23 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
24 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
25 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
26 the County before commencing the transaction or immediately after.
27
28

1 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
2 a party and in which one or more of its directors, as an individual, has a material financial
3 interest.

4 **Article 12**

5 **General Terms**

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

10 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
11 under this Agreement without the prior written consent of the other party.

12 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
13 or related to this Agreement.

14 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
15 County, California. Contractor consents to California jurisdiction for actions arising from or
16 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
17 brought and maintained in Fresno County.

18 12.5 **Construction.** The final form of this Agreement is the result of the parties’ combined
19 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
20 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
21 against either party.

22 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

23 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
24 only and are not part of this Agreement.

25 12.8 **Severability.** If anything in this Agreement is found by a court of competent
26 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
27 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
28

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

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

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

13 12.11 **Force Majeure.**

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

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

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

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

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

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

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

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

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

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

25 (A) An “electronic signature” means any symbol or process intended by an individual
26 signing this Agreement to represent their signature, including but not limited to (1) a
27 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
28

1 electronically scanned and transmitted (for example by PDF document) version of an
2 original handwritten signature.

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

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

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

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


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

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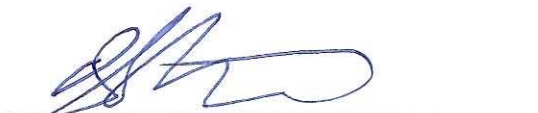
1 The parties are signing this Agreement on the date stated in the introductory clause.

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

COUNTY OF FRESNO

4 
5 _____
6 Todd Valeri, CEO

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

7 
8 _____
9 Erik Peterson, President

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

10 2911 E Tulare St
11 Fresno, CA 93721

By: _____
Deputy

12
13
14 For accounting use only:

15 Org No.: 56201693
16 Account No.: 7295
17 Fund No.: 0001
18 Subclass No.: 10000
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Exhibit A

Scope of Services

1
2 A. Subject to City timely paying County for Fire Dispatching Services (as defined in
3 Article 3 of the City-County Agreement) under the City-County Agreement:

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

- 6 a. Contractor shall provide all Fire Dispatching Services in accordance
7 with City Fire's Policies and Procedures ("City Fire's Policies and
8 Procedures"), which shall be approved by County's EMS Director, or
9 his or her designee (the "County's Representative").
- 10 b. Contractor shall dispatch City Fire's apparatuses through City's radios
11 and electronic communications, and in accordance with City Fire's
12 Policies and Procedures approved by County's Representative.
- 13 c. Contractor shall provide pre-arrival instructions to callers requesting
14 fire suppression service responses in accordance with City Fire's
15 Policies and Procedures approved by County's Representative.
- 16 d. Contractor shall provide inter-agency coordination regarding requests
17 for fire suppression service, mutual aid and instant aid services, and
18 order specialized fire equipment from City or other agencies (e.g.,
19 hazardous materials equipment, or "jaws of life") which may be
20 needed to handle an incident, and perform other related duties in
21 accordance with City Fire's Policies and Procedures approved by
22 County's Representative.
- 23 e. Contractor shall track all activity of City Fire's apparatuses responses
24 utilizing the County's EMS Communications Center CAD system.
- 25 f. Contractor shall provide that one (1) radio operator be designated,
26 who is dedicated to dispatching City Fire's apparatuses, and also
27 provide uninterrupted backup dispatcher coverage as necessary
28 through all other on-duty operators at County's EMS Communications

Exhibit A

1 Center providing dispatching services within Fresno County.

2 Contractor shall provide that dispatch staff shall receive emergency
3 fire dispatch training.

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

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

12 i. The goal is for the immediate dispatch of a fire apparatus in
13 accordance with City Fire approved dispatch protocols as developed
14 with consideration of the National Fire Protection Administration
15 (NFPA) Standard 1221. The Total Alarm Handling (TAH) time will be
16 measured from the time the telephone is answered by the call taker in
17 EMS Communications to the time that the first fire apparatus is alerted
18 to the incident either by radio, telephone, station alerting device, or
19 any other mutually agreed upon method of alerting. A review shall
20 occur for all cases in which dispatches are over ninety (90) seconds
21 on a bi-monthly basis, and results will be evaluated for improvement
22 opportunities by the Fire Dispatch Continuous Quality Improvement
23 (CQI) Committee. The Fire Dispatch CQI Committee shall meet
24 regularly to identify and recommend improvement opportunities to the
25 City Fire dispatch protocols.

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

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

Exhibit A

- 1 (2) All fire suppression services for all fire suppression calls to be dispatched by
2 Contractor are to be provided by City pursuant to the City-County
3 Agreement.
- 4 (3) Contractor is providing Fire Dispatching Services herein on a non-exclusive
5 basis.
- 6 (4) County's compensation paid to Contractor for its performance of Fire
7 Dispatching Services herein is for supplemental services that are in addition
8 to any other services that Contractor provides, and for which Contractor
9 acknowledges that Contractor is paid in accordance with the EMS Provider
10 Agreement.
- 11 (5) Contractor shall first obtain County's written permission to provide any other
12 dispatching services through the County's EMS Communications Center.
13 Notwithstanding anything stated to the contrary herein, Contractor
14 covenants, warrants, and represents to County that:
- 15 a. Any funds that County may pay to Contractor, or that Contractor
16 otherwise may collect from performing service in connection with the
17 EMS Provider Agreement, including, but not limited to, County
18 compensation and Contractor's fees and charges for services
19 rendered to patients, shall not be diverted or otherwise used, either
20 directly or indirectly, by Contractor to subsidize Contractor's
21 performance of this Agreement.; and
- 22 b. Contractor shall not directly or indirectly charge any costs or expenses
23 incurred in connection with the performance of this Agreement to any
24 of Contractor's other operations for or approved by County, including
25 but not limited to Contractor's operations in the County's EMS
26 Communications Center for County under the EMS Provider
27 Agreement and/or for other County-approved agencies (e.g., agencies
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Exhibit A

1 that may be outside of Fresno County such as the County of Kings or
2 cities or special districts, if any, within Fresno County).

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

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Contractor will be compensated according to the following schedule:

Payment	Month	Payment Amount
1	Jul 2026	\$87,744.50
2	Aug 2026	\$87,744.50
3	Sep 2026	\$87,744.50
4	Oct 2026	\$87,744.50
5	Nov 2026	\$87,744.50
6	Dec 2026	\$87,744.50
7	Jan 2027	\$87,744.50
8	Feb 2027	\$87,744.50
9	Mar 2027	\$87,744.50
10	Apr 2027	\$87,744.50
11	May 2027	\$87,744.50
12	Jun 2027	\$87,744.50
13	Jul 2027	\$87,744.50
14	Aug 2027	\$87,744.50
15	Sep 2027	\$87,744.50
16	Oct 2027	\$87,744.50
17	Nov 2027	\$87,744.50
18	Dec 2027	\$87,744.50

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

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	