

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of July, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **K.W.P.H. ENTERPRISES**, doing business as **AMERICAN AMBULANCE**, a California Corporation, whose address is 2911 East Tulare Street, Fresno, California 93721, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

WHEREAS, COUNTY's Emergency Medical Services ("EMS") Communications Center is staffed and operated by CONTRACTOR through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance Service and Advanced Life Support (Paramedic) Ambulance Service dated May 16, 2017 (COUNTY Agreement No. 17-218, the "EMS PROVIDER Agreement"), by and between COUNTY and PROVIDER; and

WHEREAS, the City of Kingsburg ("CITY") receives calls requesting both fire suppression services and EMS and transfers these calls to COUNTY's EMS Communications Center for dispatching the appropriate emergency vehicles; and

WHEREAS, CITY's FIRE Department ("FIRE") desires to receive dispatching services for fire suppression calls, which may include dispatching of non-transport first responder services, (collectively, "FIRE Dispatching Services") from COUNTY's EMS Communications Center; and

WHEREAS, CONTRACTOR desires to provide dispatching services for CITY; and

WHEREAS, it is to the mutual benefit and in the best interest of the CITY and COUNTY, and the parties hereto, to combine EMS dispatching services and FIRE Dispatching Services for the purpose of providing improved services to the public; and

WHEREAS, it is a goal of COUNTY and CITY to consolidate dispatching services in Fresno County; and

WHEREAS, it has been determined by CITY and COUNTY that there is a need to provide EMS dispatching services and FIRE Dispatching Services through a centralized and combined effort by COUNTY's EMS Communications Center and FIRE; and

1           WHEREAS, CITY and COUNTY intend to enter into an agreement which will continue  
2 the provision of FIRE Dispatching Services by COUNTY (the “CITY-COUNTY Agreement”);  
3 and

4           WHEREAS, CONTRACTOR is willing to facilitate the CITY-COUNTY Agreement by  
5 entering into this Agreement.

6           NOW, THEREFORE, in consideration of their mutual covenants and conditions, the  
7 parties hereto agree as follows:

8           **1.     SERVICES**

9           A.     Subject to CITY timely paying COUNTY for FIRE Dispatching Services  
10 (defined in Section 4.A. of the CITY-COUNTY Agreement) under the CITY-COUNTY  
11 Agreement:

12                   (1)     COUNTY shall obtain and maintain dispatching equipment,  
13 hardware, software (including software licenses), and other technologies, which will be utilized  
14 for the triage and entry of information for FIRE Dispatching Services in COUNTY’s EMS  
15 Communications Center computer aided dispatch (“CAD”) system, in connection with  
16 CONTRACTOR’s performance of FIRE Dispatching Services under this Agreement; and

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

22                   (3)     CONTRACTOR, shall provide FIRE Dispatching Services  
23 requiring responses by FIRE apparatuses as follows:

24                           (a)     CONTRACTOR shall provide all FIRE Dispatching  
25 Services in accordance with FIRE’s Policies and Procedures (“FIRE’s Policies and  
26 Procedures”), which shall be approved by COUNTY’s EMS Director, or his or her designee  
27 (the “COUNTY’s Representative”).

28                           (b)     CONTRACTOR shall dispatch FIRE’s apparatuses through

1 CITY's radios and electronic communications, and in accordance with FIRE's Policies and  
2 Procedures approved by COUNTY's Representative.

3 (c) CONTRACTOR shall provide pre-arrival instructions to  
4 callers requesting fire suppression service responses in accordance with FIRE's Policies and  
5 Procedures approved by COUNTY's Representative.

6 (d) CONTRACTOR shall provide inter-agency coordination  
7 regarding requests for fire suppression service, mutual aid and instant aid services, and order  
8 specialized fire equipment from CITY or other agencies (*e.g.*, hazardous materials equipment,  
9 or "jaws of life") which may be needed to handle an incident, and perform other related duties  
10 in accordance with FIRE's Policies and Procedures approved by COUNTY's Representative.

11 (e) CONTRACTOR shall track all activity of FIRE's  
12 apparatuses responses utilizing the COUNTY's EMS Communications Center CAD system.

13 (f) COUNTY shall provide one (1) radio operator for  
14 dispatching of FIRE'S apparatuses twenty-four (24) hours a day, seven (7) days a week. CITY  
15 understands that the radio operator is not dedicated for the sole purpose of CITY and that the  
16 radio operator may be dispatching other fire and EMS providers.

17 (g) CONTRACTOR shall provide that a minimum of one (1)  
18 dispatch supervisor shall be on duty at COUNTY's EMS Communications Center twenty-four  
19 (24) hours a day, seven (7) days a week. The supervisor shall be available to CITY's on-duty  
20 fire administration as needed.

21 (h) CONTRACTOR shall maintain an up-to-date manual of  
22 FIRE's Policies and Procedures (approved by COUNTY's Representative, as provided herein)  
23 for all dispatch staff, and shall provide for training and continuing education of dispatch staff as  
24 needed.

25 (j) The goal for the immediate dispatch of a fire apparatus, in  
26 accordance with FIRE approved dispatch protocols, and excluding multiple unit responses,  
27 reassigned responses and other situations beyond the COUNTY's EMS Communications Center  
28 control; shall be sixty (60) seconds. The dispatch time will be measured from the time the telephone

1 is answered by the call taker to the time the first fire apparatus is alerted to the incident either by  
2 radio, telephone, pager, or station alerting device. A review shall occur for all cases in which  
3 dispatches are over ninety (90) seconds and results will be evaluated for improvement opportunities  
4 by the Fire Dispatch Continuous Quality Improvement (CQI) Committee.

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

- 8 1. calls with incomplete, inaccurate or no ANI/ALI  
9 information (including CAD-to-CAD).
- 10 2. calls that do not geo-verify in the CAD.
- 11 3. calls in which the reporting party is either unable or  
12 unwilling to immediately provide all required information as part of the call taking process (i.e.,  
13 non-English speaking, hysterical, or uncooperative) or use of Teletype (TTY) or  
14 Telecommunication Device for the Deaf (TDD) or audio relay device.

15 Calls for service that meet one of the above exemption  
16 categories shall have a dispatch time of no more than ninety (90) seconds in a minimum of ninety-  
17 five percent (95%) of calls received each month.

18 B. It is understood by the parties hereto that (i) CONTRACTOR's provision  
19 of FIRE Dispatching Services herein does not include any CONTRACTOR or COUNTY  
20 provision of fire suppression services, (ii) all fire suppression services for all fire suppression  
21 calls to be dispatched by CONTRACTOR are to be provided by CITY pursuant to the CITY-  
22 COUNTY Agreement, (iii) CONTRACTOR is providing FIRE Dispatching Services herein on  
23 a non-exclusive basis, (iv) COUNTY's compensation paid to CONTRACTOR for its  
24 performance of FIRE Dispatching Services herein is for supplemental services that are in  
25 addition to any other services that CONTRACTOR provides, and for which CONTRACTOR  
26 acknowledges that CONTRACTOR is paid in accordance with the EMS PROVIDER  
27 Agreement, and (v) CONTRACTOR shall first obtain COUNTY's written permission to  
28 provide any other dispatching services through the COUNTY's EMS Communications Center.

1 Notwithstanding anything stated to the contrary herein, CONTRACTOR covenants, warrants,  
2 and represents to COUNTY that (i) Any funds that COUNTY may pay to CONTRACTOR, or  
3 that CONTRACTOR otherwise may collect from performing service in connection with the  
4 EMS PROVIDER Agreement, including, but not limited to, COUNTY compensation and  
5 CONTRACTOR's fees and charges for services rendered to patients, shall not be diverted or  
6 otherwise used, either directly or indirectly, by CONTRACTOR to subsidize CONTRACTOR's  
7 performance of this Agreement, and (ii) CONTRACTOR shall not directly or indirectly charge  
8 any costs or expenses incurred in connection with the performance of this Agreement to any of  
9 CONTRACTOR's other operations for or approved by COUNTY, including but not limited to  
10 CONTRACTOR's operations in the COUNTY's EMS Communications Center for COUNTY  
11 under the EMS PROVIDER Agreement and/or for other COUNTY-approved agencies (*e.g.*,  
12 agencies that may be outside of Fresno County such as the County of Kings or cities or special  
13 districts, if any, within Fresno County).

14 C. CONTRACTOR's performance of FIRE Dispatching Services herein shall  
15 enhance CONTRACTOR's peak load capacity, disaster readiness and overall efficiency in  
16 providing dispatching services in COUNTY's EMS Communications Center, and shall not  
17 detract from CONTRACTOR's performance of its obligations under the EMS PROVIDER  
18 Agreement, or any other agreement, if any, entered into or authorized by COUNTY.

19 D. COUNTY shall perform the following functions:

20 (1) COUNTY shall provide COUNTY-approved FIRE Policies and  
21 Procedures to CONTRACTOR.

22 (2) COUNTY shall assure that all calls to CITY for EMS and fire  
23 suppression services are immediately transferred to COUNTY's EMS Communications Center.

24 (3) COUNTY agrees to provide for an internal quality improvement  
25 program, which includes the participation of CONTRACTOR and FIRE.

26 **2. TERM**

27 This Agreement shall become effective on the 1<sup>st</sup> day of July, 2020 and terminate  
28 on the 30<sup>th</sup> day of June, 2023, unless sooner terminated as provided herein.

1                   Notwithstanding anything stated to the contrary herein, this Agreement shall  
2 automatically terminate on any earlier date that the CITY-COUNTY Agreement terminates.

3                   **3.       TERMINATION**

4                   A.       Non-Allocation of Funds - The terms of this Agreement, and the services  
5 to be provided hereunder, are contingent on the approval of funds by the appropriating  
6 governmental agency, provided however, should sufficient funds not be allocated, (i) the  
7 services provided may be modified at any time upon the parties' mutual written agreement, or  
8 (ii) this Agreement may be terminated at any time by the COUNTY giving at least sixty (60)  
9 days' advance written notice of an intention to terminate to the CONTRACTOR.

10                  B.       Without Cause - Under circumstances other than those set forth above,  
11 this Agreement may be terminated by CONTRACTOR or COUNTY upon the giving of at least  
12 sixty (60) days' advance written notice of an intention to terminate to the other party.

13                  C.       Material Breach - Either party may terminate this Agreement at any time  
14 for cause for the other party's material breach of its obligations herein if not less than seven (7)  
15 days' advance, written notice has been given to the other party and such breach remains uncured  
16 within that seven (7) day period. The party receiving such notice may respond to said notice and  
17 any charges contained therein within that seven (7) day period. A "Material Breach" by  
18 CONTRACTOR, as that term is defined by and used in the EMS PROVIDER Agreement, also  
19 shall be deemed to be a material breach by CONTRACTOR under this Agreement. Any notice  
20 by COUNTY to CONTRACTOR of CONTRACTOR's Material Breach under the EMS  
21 Provider Agreement shall satisfy the requirement of COUNTY giving notice to CONTRACTOR  
22 of a material breach under this Agreement without the necessity of such notice referring to  
23 CONTRACTOR's performance under this Agreement.

24                  D.       COUNTY shall compensate or provide funding to CONTRACTOR for  
25 any services performed under this Agreement prior to any termination of this Agreement.

26                   **4.       COMPENSATION FOR SERVICES**

27                  A.       For CONTRACTOR'S performance of FIRE Dispatching Services herein,  
28 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation

1 pursuant to Exhibit A, attached hereto and incorporated herein by this reference. In no event  
2 shall compensation for COUNTY'S performance of FIRE Dispatching Services under this  
3 Agreement be in excess of the amounts listed as follows:

4 (1) For the period of July 1, 2020 through June 30, 2021, the amount  
5 of this Agreement shall not exceed Seven Thousand Three Hundred Three and 00/100 Dollars  
6 (\$7,303.00)

7 (2) For the period of July 1, 2021 through June 30, 2022, the amount  
8 of this Agreement shall not exceed Seven Thousand Five Hundred Twenty Two and 00/100  
9 Dollars (\$7,522.00).

10 (3) For the period of July 1, 2022 through June 30, 2023, the amount  
11 of this Agreement shall not exceed Seven Thousand Seven Hundred Forty-Eight and 00/100  
12 Dollars (\$7,748.00).

13 B. COUNTY's obligation to compensate CONTRACTOR herein is subject to  
14 COUNTY receiving sufficient and timely payments of funds from CITY under the CITY-  
15 COUNTY Agreement. Subject to the foregoing sentence, COUNTY, promptly following  
16 COUNTY's receipt of such CITY funds, shall pay CONTRACTOR no later than the fifteenth  
17 (15<sup>th</sup>) day of the month in which the services are provided by CONTRACTOR without the  
18 necessity of CONTRACTOR submitting invoices to COUNTY. All payments shall be remitted  
19 to CONTRACTOR at the following address: American Ambulance, 2911 East Tulare Street,  
20 Fresno, CA 93721.

21 **5. INDEPENDENT CONTRACTOR**

22 A. In performance of the work, duties, and obligations assumed by  
23 CONTRACTOR under this Agreement, it is mutually understood and agreed that  
24 CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees  
25 will at all times be acting and performing as an independent contractor, and shall act in an  
26 independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or  
27 associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or  
28 direct the manner or method by which CONTRACTOR shall perform its work and function,

1 except for CONTRACTOR's compliance with FIRE's Policies and Procedures, herein.  
2 However, COUNTY shall retain the right to administer this Agreement so as to verify that  
3 CONTRACTOR is performing its obligations in accordance with the terms and conditions  
4 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and  
5 the rules and regulations, if any, of governmental authorities having jurisdiction over matters  
6 which are directly or indirectly the subject of this Agreement.

7 B. Because of its status as an independent contractor, CONTRACTOR shall  
8 have absolutely no right to employment rights and benefits available to COUNTY employees.  
9 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its  
10 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely  
11 responsible and save COUNTY harmless from all matters relating to payment of  
12 CONTRACTOR's employees, including compliance with Social Security, withholding, and all  
13 other regulations governing such matters. It is acknowledged that during the term of this  
14 Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to  
15 this Agreement.

16 **6. MODIFICATION**

17 Any matters of this Agreement may be modified from time to time by the written  
18 consent of all the parties hereto without, in any way, affecting the remainder.

19 **7. HOLD-HARMLESS**

20 A. CONTRACTOR agrees to indemnify, save, hold harmless, and at  
21 COUNTY's request, defend COUNTY and CITY, including their respective officers, agents,  
22 and employees from any and all costs and expenses (including attorneys' fees and costs),  
23 damages, liabilities, claims, and losses occurring or resulting to COUNTY or CITY (as  
24 applicable) in connection with the performance, or failure to perform, by CONTRACTOR,  
25 including its officers, agents, or employees under this Agreement, and from any and all costs and  
26 expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring  
27 or resulting to any person, firm, or corporation who may be injured or damaged by the

1 performance, or failure to perform, of CONTRACTOR, including its officers, agents, or  
2 employees under this Agreement.

3 B. COUNTY agrees to indemnify, save, hold harmless, and at  
4 CONTRACTOR's request, defend CONTRACTOR, including its officers, agents, and  
5 employees from any and all costs and expenses (including attorneys' fees and costs), damages,  
6 liabilities, claims, and losses occurring or resulting to CONTRACTOR in connection with the  
7 performance, or failure to perform, by COUNTY or CITY, including their respective officers,  
8 agents, or employees under this Agreement or under the CITY-COUNTY Agreement (as  
9 applicable), and from any and all costs and expenses (including attorneys' fees and costs),  
10 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation  
11 who may be injured or damaged by the performance, or failure to perform, of COUNTY or  
12 CITY, including their respective officers, agents, or employees under this Agreement or under  
13 the CITY-COUNTY Agreement.

14 C. In the event of concurrent negligence on the part of CONTRACTOR or  
15 any of its officers, agents or employees, and of COUNTY or CITY or any of their respective  
16 officers, agents, or employees, the liability for any and all such claims, demands and actions in  
17 law or equity for such costs and expenses (including attorneys' fees and costs), damages, and  
18 losses shall be apportioned under the State of California's theory of comparative negligence as  
19 presently established or as may be modified hereafter.

20 D. This Section 7 shall survive termination or expiration of this Agreement.

21 **8. INSURANCE**

22 CONTRACTOR shall obtain and maintain, at all times, insurance coverages, with  
23 such policies, and in such amounts, as are provided in the EMS Provider Agreement. The  
24 parties hereto agree that the provisions of the EMS Provider Agreement (including any future  
25 amendments thereto) shall and will be incorporated herein by this reference, as though each and  
26 every of such terms are set forth herein below. CONTRACTOR's failure to maintain all such  
27 insurance coverages shall be deemed to be a material breach of this Agreement.  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**9. CONFIDENTIALITY**

All services performed by CONTRACTOR under this Agreement shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

**10. NON-DISCRIMINATION**

During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age or sexual orientation, pursuant to all applicable State of California and Federal statutes and regulations.

**11. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

**12. RECORDS**

A. Each party shall maintain its books, accounts and records in connection with the respective services referred to under this Agreement. CONTRACTOR's books,

1 accounts and records of such services shall be kept separate and apart from CONTRACTOR's  
2 other books, accounts and records of services kept in connection with the EMS PROVIDER  
3 Agreement, and any other agreement entered into or approved by COUNTY. All of such  
4 CONTRACTOR's books, accounts, and records shall be prepared and kept by CONTRACTOR  
5 in an organized manner that facilitates an efficient review of the costs incurred and funds  
6 received in order to give COUNTY a complete and clear understanding of the accounting  
7 thereof. All of such CONTRACTOR's books, accounts and records shall be subject to public  
8 disclosure as provided in the EMS PROVIDER Agreement (including any future amendments  
9 thereto), which shall and will be incorporated herein by this reference, as though each and every  
10 of such terms are set forth herein below.

11 B. Each of the parties' books, accounts and records must be maintained for a  
12 minimum of three (3) years. Such books, accounts and records must also be maintained a  
13 minimum of three (3) years after the termination of this Agreement. The party generating the  
14 books, accounts and records shall maintain ownership thereof upon termination of this  
15 Agreement.

16 **13. AUDITS AND INSPECTIONS**

17 A. Each party shall at any time during business hours, and as often as the  
18 other party may deem necessary, make available to the other party for examination all of the  
19 former party's records and data with respect to the matters covered by this Agreement. Each  
20 party shall, upon request by the other party, permit the other party to audit and inspect all such  
21 records and data necessary to ensure the former party's compliance with the terms of this  
22 Agreement.

23 B. If this Agreement exceeds Ten Thousand and No/100 Dollars  
24 (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State  
25 Auditor for a period of three (3) years after final payment under contract (Government Code  
26 Section 8546.7).

27 **14. FORCE MAJEURE**

28 A. If either party hereto is rendered unable, wholly or in part, by Force

1 Majeure to carry out its obligations under this Agreement, that party shall give to the other  
2 party hereto prompt written notice of the Force Majeure with full particulars relating thereto.  
3 Thereupon, the obligations of the party giving the notice, so far as they are affected by the  
4 Force Majeure, shall be suspended during, but no longer than, the continuance of the Force  
5 Majeure, except for a reasonable time thereafter required to resume performance.

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

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

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

20 **15. NOTICES**

21 A. The persons having authority to give and receive notices under this  
22 Agreement and their addresses include the following:

23 COUNTY

24 Director, County of Fresno  
25 Department of Public Health  
26 P.O. Box 11867  
27 Fresno, CA 93775

CONTRACTOR

American Ambulance  
Attn: General Manager  
2911 East Tulare Street  
Fresno, CA 93721

28  
29 B. Any and all notices between COUNTY and CONTRACTOR provided for  
30 or permitted under this Agreement or by law shall be in writing and shall be deemed duly served

1 when personally delivered to one of the parties hereto, or in lieu of such personal service, when  
2 deposited in the United States Mail, postage prepaid, addressed to such party, except for notices  
3 of termination, which are effective upon receipt. Notices under this Agreement are not  
4 modifications to this Agreement.

5 **16. GOVERNING LAW**

6 A. The parties hereto agree, that for the purposes of venue, performance  
7 under this Agreement is to be in Fresno County, California.

8 B. The rights and obligations of the parties hereto and all interpretation and  
9 performance of this Agreement shall be governed in all respects by the laws of the State of  
10 California.

11 **17. SEVERABILITY**

12 The provisions of this Agreement are severable. The invalidity or  
13 unenforceability of any one provision in the Agreement shall not affect the other provisions.

14 **18. ENTIRE AGREEMENT**

15 This Agreement constitutes the entire agreement between COUNTY and  
16 CONTRACTOR with respect to the subject matter hereof and supersedes all previous  
17 agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
18 understandings of any nature whatsoever unless expressly included in this Agreement.  
19 CONTRACTOR acknowledges that COUNTY detrimentally relies upon each and every of  
20 CONTRACTOR's covenants, warranties and representations made herein to COUNTY. This  
21 Agreement may be executed in several counterparts by the parties hereto, in which case, all of  
22 such executed duplicate counterpart originals thereof, taken together, shall be deemed to be one  
23 and the same legal instrument.

24 **19. NO THIRD PARTY BENEFICIARIES**

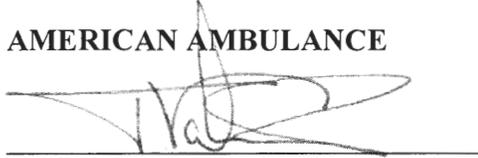
25 Notwithstanding anything stated to the contrary in this Agreement, there shall not  
26 be any intended third party beneficiaries to this Agreement.

27 ///

28 ///

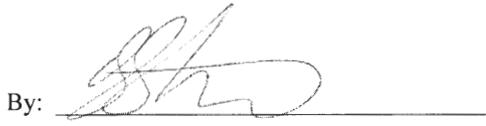
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day  
2 and year first hereinabove written.

3  
4 **K.W.P.H. ENTERPRISES, dba**  
5 **AMERICAN AMBULANCE**

6 

7  
8 President, K.W.P.H. Enterprises

9  
10 Print Name: Todd R. Valeri

11  
12  
13 By: 

14  
15  
16 Print Name: Erik S. Peterson

17  
18 Title: Corporate Secretary  
19 Chief Financial Officer or Corporate  
20 Secretary to K.W.P.H. Enterprises  
21 d.b.a. American Ambulance,  
22 a California Corporation

23  
24 Mailing Address:  
25 2911 E. Tulare St.  
26 Fresno, CA 93721

27  
28 Fund/Subclass: 0001/10000

29 Organization #: 56201693

30 Account #: 7295

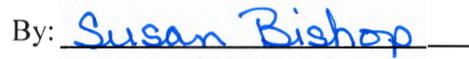
**COUNTY OF FRESNO**



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

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors of the  
County of Fresno

By:   
Deputy

## EXHIBIT A

Quarter	Dates of Service	Payment Amount	Payment Due Date
1	July 1, 2020 to September 30, 2020	\$1,825.75	15-Oct-20
2	October 1, 2020 to December 31, 2020	\$1,825.75	15-Jan-21
3	January 2021 to March 31, 2021	\$1,825.75	15-Apr-21
4	April 1, 2021 to June 30, 2021	\$1,825.75	15-Jul-21
5	July 1, 2021 to September 30, 2021	\$1,880.50	15-Oct-21
6	October 1, 2021 to December 31, 2021	\$1,880.50	15-Jan-22
7	January 1, 2022 to March 31, 2022	\$1,880.50	15-Apr-22
8	April 1, 2022 to June 30, 2022	\$1,880.50	15-Jul-22
9	July 1, 2022 to September 30, 2022	\$1,937.00	15-Oct-22
10	October 1, 2022 to December 31, 2022	\$1,937.00	15-Jan-23
11	January 1, 2023 to March 31, 2023	\$1,937.00	15-Apr-23
12	April 1, 2023 to June 30, 2023	\$1,937.00	15-Jul-23

## EXHIBIT B

# SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as “County”), members of a contractor’s board of directors (hereinafter referred to as “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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

**(1) Company Board Member Information:**

<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			

**(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**

<b>Signature:</b>		<b>Date:</b>	
-------------------	--	--------------	--