

AMENDMENT NO. 1 TO SERVICE AGREEMENT

This Amendment No. 1 to Service Agreement ("Amendment No. 1") is dated July 9, 2024 and is between K.W.P.H., doing business as American Ambulance, a California Corporation ("American-Kings"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On June 20, 2023, the County and American-Kings entered into County agreement number A-23-332 ("Agreement"), for Emergency Medical Services (EMS) dispatch services for Contractor's ambulances in Kings County

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

C. Due to increasing costs to County, it is necessary to adjust the American-Kings dispatch costs at the County's EMS Communications Center.

D. The County and American-Kings now desire to amend the Agreement to update rates that American-Kings pays County to capture actual costs.

The parties therefore agree as follows:

1. Section 3.2 of the Agreement located at Page 2, Lines 17 through 19 is deleted in its entirety and replaced with the following:

"3.2 Maximum Compensation. The maximum compensation payable to the County under this Agreement is Two-Hundred Fifty-Two Thousand Two Hundred Ninety-Four Dollars (\$252,294)."

2. Exhibit C of the Agreement is deleted in its entirety and replaced by Exhibit C-1, attached herein.

3. When both parties have signed this Amendment No. 1, the Agreement and this Amendment No. 1 together constitute the Agreement.

4. The Contractor represents and warrants to the County that:

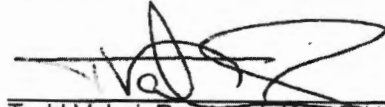
- 1 a. The Contractor is duly authorized and empowered to sign and perform its obligations
2 under this Amendment.
- 3 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
4 to do so and his or her signature on this Amendment legally binds the Contractor to
5 the terms of this Amendment.
- 6 5. The parties agree that this Amendment may be executed by electronic signature as
7 provided in this section.
- 8 a. An "electronic signature" means any symbol or process intended by an individual
9 signing this Amendment to represent their signature, including but not limited to (1) a
10 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
11 electronically scanned and transmitted (for example by PDF document) version of an
12 original handwritten signature.
- 13 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
14 equivalent to a valid original handwritten signature of the person signing this
15 Amendment for all purposes, including but not limited to evidentiary proof in any
16 administrative or judicial proceeding, and (2) has the same force and effect as the
17 valid original handwritten signature of that person.
- 18 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
19 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
20 2, Title 2.5, beginning with section 1633.1).
- 21 d. Each party using a digital signature represents that it has undertaken and satisfied
22 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
23 through (5), and agrees that each other party may rely upon that representation.
- 24 e. This Amendment is not conditioned upon the parties conducting the transactions
25 under it by electronic means and either party may sign this Amendment with an
26 original handwritten signature.
- 27 6. This Amendment may be signed in counterparts, each of which is an original, and all of
28 which together constitute this Amendment.

7. The Agreement as amended by this Amendment No. 1 is ratified and continued. All provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

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

5 

6 Todd Valeri, President, K.W.P.H. Enterprises

COUNTY OF FRESNO

7 

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

8 June 6, 2024
9 Date

10 2911 E Tulare St
11 Fresno, CA 93721

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

By: Hanane
Deputy

12 For accounting use only:

13 Org No.: 0001
14 Account No.: 5039
15 Fund No.: 56201693
16 Subclass No.: 10000
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Exhibit C-1

Compensation

County will be compensated according to the following schedule:

Payment	Month	Payment Amount
1	Jul 2023	\$3,003.50
2	Aug 2023	\$3,003.50
3	Sep 2023	\$3,003.50
4	Oct 2023	\$3,003.50
5	Nov 2023	\$3,003.50
6	Dec 2023	\$3,003.50
7	Jan 2024	\$3,003.50
8	Feb 2024	\$3,003.50
9	Mar 2024	\$3,003.50
10	Apr 2024	\$3,003.50
11	May 2024	\$3,003.50
12	Jun 2024	\$3,003.50
13	Jul 2024	\$9,010.50
14	Aug 2024	\$9,010.50
15	Sep 2024	\$9,010.50
16	Oct 2024	\$9,010.50
17	Nov 2024	\$9,010.50
18	Dec 2024	\$9,010.50
19	Jan 2025	\$9,010.50
20	Feb 2025	\$9,010.50
21	Mar 2025	\$9,010.50
22	Apr 2025	\$9,010.50
23	May 2025	\$9,010.50
24	Jun 2025	\$9,010.50
25	Jul 2025	\$9,010.50
26	Aug 2025	\$9,010.50
27	Sep 2025	\$9,010.50
28	Oct 2025	\$9,010.50
29	Nov 2025	\$9,010.50
30	Dec 2025	\$9,010.50
31	Jan 2026	\$9,010.50
32	Feb 2026	\$9,010.50
33	Mar 2026	\$9,010.50
34	Apr 2026	\$9,010.50
35	May 2026	\$9,010.50
36	Jun 2026	\$9,010.50