

A G R E E M E N T

THIS AGREEMENT is made and entered into this 7th day of August, 2018, 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."

W I T N E S S E T H:

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 dated May 16, 2017 (COUNTY Agreement No. A-17-218, the "EMS PROVIDER Agreement"), including amendments by and between COUNTY and PROVIDER; and

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

WHEREAS, CITY's FIRE Department ("FIRE") continues to desire 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, 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

1 combined effort by COUNTY's EMS Communications Center and FIRE; and

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

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

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

9 1. SERVICES

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

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

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

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

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

2 (b) CONTRACTOR shall dispatch FIRE’s apparatuses through
3 CITY’s radios and electronic communications, and in accordance with FIRE’s Policies and
4 Procedures approved by COUNTY’s Representative.

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

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

13 (e) CONTRACTOR shall track all activity of FIRE’s apparatuses
14 responses utilizing the COUNTY’s EMS Communications Center CAD system.

15 (f) CONTRACTOR shall provide one (1) designated radio
16 operator who is dedicated to dispatching FIRE’s apparatuses, and who will also provide
17 uninterrupted backup dispatcher coverage as necessary through all other on-duty operators at
18 COUNTY’s EMS Communications Center that are providing dispatching services within
19 Fresno County. CONTRACTOR shall provide that dispatch staff shall receive emergency fire
20 dispatch training.

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

25 (i) CONTRACTOR shall maintain an up-to-date manual of
26 FIRE’s Policies and Procedures (approved by COUNTY’s Representative, as provided herein)
27 for all dispatch staff, and shall provide for training and continuing education of dispatch staff as
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1 needed.

2 (j) CONTRACTOR shall assist COUNTY with compliance
3 monitoring software that monitors real-time compliance of dispatch and provides appropriate
4 reporting as needed by COUNTY.

5 (k) CONTRACTOR shall be an active participant in the Fire
6 Dispatch Continuous Quality Improvement (CQI) Committee.

7 (l) The goal for the immediate dispatch of a fire apparatus, in
8 accordance with FIRE approved dispatch protocols, and excluding multiple unit responses,
9 reassigned responses and other situations beyond the COUNTY's EMS Communications Center
10 control, shall be sixty (60) seconds. The dispatch time will be measured from the time the
11 telephone is answered by the call taker to the time the first fire apparatus is alerted to the incident
12 either by radio, telephone, pager, or station alerting device. A review shall occur for all cases in
13 which dispatches are over ninety (90) seconds and results will be evaluated for improvement
14 opportunities by the Fire Dispatch Continuous Quality Improvement (CQI) Committee.

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

- 18 1. Calls not received through the 9-1-1 telephone system.
- 19 2. Calls that do not immediately geo-verify in the CAD.
- 20 3. Calls in which the public safety answering points
21 (PSAP) dispatcher does not immediately transfer the
22 calling party.
- 23 4. Calls in which the reporting party is either unable or
24 unwilling to immediately provide all required information
25 as part of the call taking process (i.e., non-English
26 speaking, hysterical, or uncooperative).
- 27 5. Calls not meeting Priority 1 medical-aid criteria during
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1 initial questioning.

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

3 (1) CONTRACTOR's provision of FIRE Dispatching Services herein does
4 not include any CONTRACTOR or COUNTY provision of fire suppression services;

5 (2) all fire suppression services for all fire suppression calls to be
6 dispatched by CONTRACTOR are to be provided by CITY pursuant to the CITY-
7 COUNTY Agreement;

8 (3) CONTRACTOR is providing FIRE Dispatching Services herein on a
9 non-exclusive basis,

10 (4) COUNTY's compensation paid to CONTRACTOR for its performance of
11 FIRE Dispatching Services herein is for supplemental services that are in addition to
12 any other services that CONTRACTOR provides, and for which CONTRACTOR
13 acknowledges that CONTRACTOR is paid in accordance with the EMS PROVIDER
14 Agreement, and

15 (5) CONTRACTOR shall first obtain COUNTY's written permission to
16 provide any other dispatching services through the COUNTY's EMS Communications
17 Center. Notwithstanding anything stated to the contrary herein, CONTRACTOR
18 covenants, warrants, and represents to COUNTY that

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

26 (b) CONTRACTOR shall not directly or indirectly charge any costs
27 or expenses incurred in connection with the performance of this
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1 Agreement to any of CONTRACTOR's other operations for or approved by
2 COUNTY, including but not limited to CONTRACTOR's operations in the
3 COUNTY's EMS Communications Center for COUNTY under the EMS
4 PROVIDER Agreement and/or for other COUNTY-approved agencies
5 (e.g., agencies that may be outside of Fresno County such as the County
6 of Kings or cities or special districts, if any, within Fresno County).

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

12 D. COUNTY shall perform the following functions:

13 (1) COUNTY shall provide COUNTY-approved FIRE Policies and
14 Procedures to CONTRACTOR.

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

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

20 2. TERM

21 The term of this Agreement shall be for a period of three (3) years,
22 commencing on July 1, 2018 through and including June 30, 2021.

1 3. TERMINATION

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

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

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

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

25 4. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
26 CONTRACTOR agrees to receive compensation as follows:

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

5 (1) For the period of July 1, 2018 through June 30, 2019, the amount of
6 this Agreement shall not exceed Seven Hundred Thirty-One Thousand Six Hundred Thirty and
7 00/100 Dollars (\$731,630.00).

8 (2) For the period of July 1, 2019 through June 30, 2019, the amount of
9 this Agreement shall not exceed Seven Hundred Fifty-Three Thousand Five Hundred Seventy-
10 Nine and 00/100 Dollars (753,579.00).

11 (3) For the period of July 1, 2020 through June 30, 2021, the amount of
12 this Agreement shall not exceed Seven Hundred Seventy-Six Thousand, One Hundred Eighty-
13 Six and 00/100 Dollars (\$776,186.00).

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

22 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and
23 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
24 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
25 employees will at all times be acting and performing as an independent contractor, and shall act
26 in an independent capacity and not as an officer, agent, servant, employee, joint venturer,
27 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or
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1 supervise or direct the manner or method by which CONTRACTOR shall perform its work and
2 function. However, COUNTY shall retain the right to administer this Agreement so as to verify
3 that CONTRACTOR is performing its obligations in accordance with the terms and conditions
4 thereof.

5 CONTRACTOR and COUNTY shall comply with all applicable provisions of
6 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
7 matters the subject thereof.

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

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

19 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
20 Agreement nor their rights or duties under this Agreement without the prior written consent of the
21 other party.

22 8. HOLD HARMLESS

23 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
24 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses,
25 damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the
26 performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under
27 this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and
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1 losses occurring or resulting to any person, firm, or corporation who may be injured or
2 damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or
3 employees under this Agreement.

4 9. INSURANCE

5 Without limiting the COUNTY's right to obtain indemnification from
6 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full
7 force and effect, as are provided in the EMS Provider Agreement. The parties hereto agree that
8 the provisions of the EMS Provider Agreement (including any future amendments thereto) shall
9 and will be incorporated herein by this reference, as though each and every such of the terms are
10 set forth herein below. CONTRACTOR's failure to maintain all such insurance coverages shall be
11 deemed to be a material breach of this Agreement.

12 10. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time

13 during business hours, and as often as the COUNTY may deem necessary, make available to
14 the COUNTY for examination all of its records and data with respect to the matters covered by
15 this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY
16 to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S
17 compliance with the terms of this Agreement.

18 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
19 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
20 after final payment under contract (Government Code Section 8546.7).

21 11. NOTICES: The persons and their addresses having authority to give and

22 receive notices under this Agreement include the following:

<p>23 <u>COUNTY</u> 24 Director, County of Fresno 25 Department of Public Health 26 P.O. Box 11867 27 Fresno, CA 93775</p>	<p><u>CONTRACTOR</u> American Ambulance Attn: President 2911 East Tulare Street Fresno, CA 93721</p>
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28 All notices between the COUNTY and CONTRACTOR provided for or
permitted under this Agreement must be in writing and delivered either by personal service, by

1 first-class United States mail, by an overnight commercial courier service, or by telephonic
2 facsimile transmission. A notice delivered by personal service is effective upon service to the
3 recipient. A notice delivered by first-class United States mail is effective three COUNTY business
4 days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice
5 delivered by an overnight commercial courier service is effective one COUNTY business day after
6 deposit with the overnight commercial courier service, delivery fees prepaid, with delivery
7 instructions given for next day delivery, addressed to the recipient. A notice delivered by
8 telephonic facsimile is effective when transmission to the recipient is completed (but, if such
9 transmission is completed outside of COUNTY business hours, then such delivery shall be
10 deemed to be effective at the next beginning of a COUNTY business day), provided that the
11 sender maintains a machine record of the completed transmission. For all claims arising out of or
12 related to this Agreement, nothing in this section establishes, waives, or modifies any claims
13 presentation requirements or procedures provided by law, including but not limited to the
14 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section
15 810).

16 12. GOVERNING LAW: Venue for any action arising out of or related to this
17 Agreement shall only be in Fresno County, California.

18 The rights and obligations of the parties and all interpretation and performance
19 of this Agreement shall be governed in all respects by the laws of the State of California.

20 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

6 14. FORCE MAJEURE

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

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

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

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

1 15. SEVERABILITY

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

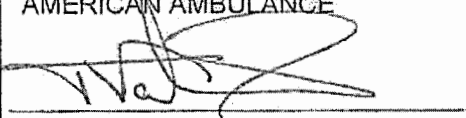
4 16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement
5 between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
6 supersedes all previous Agreement negotiations, proposals, commitments, writings,
7 advertisements, publications, and understanding of any nature whatsoever unless expressly
8 included in this Agreement.

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

K.W.P.H. ENTERPRISES dba
AMERICAN AMBULANCE



Todd Valeri, President / CEO

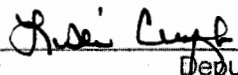
COUNTY OF FRESNO



Sal Quintero, Chairperson of the Board of Supervisors of the County of Fresno

American Ambulance
2911 East Tulare Street
Fresno, CA 93721

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

By:  _____
Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 56201693
Account No.: 7295

EXHIBIT A

Payment Month	Service Month	Amount
Aug-2018	Jul-2018	\$ 60,969.16
Sep-2018	Aug-2018	\$ 60,969.16
Oct-2018	Sep-2018	\$ 60,969.16
Nov-2018	Oct-2018	\$ 60,969.16
Dec-2018	Nov-2018	\$ 60,969.16
Jan-2019	Dec-2018	\$ 60,969.16
Feb-2019	Jan-2019	\$ 60,969.16
Mar-2019	Feb-2019	\$ 60,969.16
Apr-2019	Mar-2019	\$ 60,969.16
May-2019	Apr-2019	\$ 60,969.16
Jun-2019	May-2019	\$ 60,969.16
Jul-2019	Jun-2019	\$ 60,969.24
Aug-2019	Jul-2019	\$ 62,798.25
Sep-2019	Aug-2019	\$ 62,798.25
Oct-2019	Sep-2019	\$ 62,798.25
Nov-2019	Oct-2019	\$ 62,798.25
Dec-2019	Nov-2019	\$ 62,798.25
Jan-2020	Dec-2019	\$ 62,798.25
Feb-2020	Jan-2020	\$ 62,798.25
Mar-2020	Feb-2020	\$ 62,798.25
Apr-2020	Mar-2020	\$ 62,798.25
May-2020	Apr-2020	\$ 62,798.25
Jun-2020	May-2020	\$ 62,798.25
Jul-2020	Jun-2020	\$ 62,798.25
Aug-2020	Jul-2020	\$ 64,682.16
Sep-2020	Aug-2020	\$ 64,682.16
Oct-2020	Sep-2020	\$ 64,682.16
Nov-2020	Oct-2020	\$ 64,682.16
Dec-2020	Nov-2020	\$ 64,682.16
Jan-2021	Dec-2020	\$ 64,682.16
Feb-2021	Jan-2021	\$ 64,682.16
Mar-2021	Feb-2021	\$ 64,682.16
Apr-2021	Mar-2021	\$ 64,682.16
May-2021	Apr-2021	\$ 64,682.16
Jun-2021	May-2021	\$ 64,682.16
Jul-2021	Jun-2021	\$ 64,682.24