

**AGREEMENT**

THIS AGREEMENT is made and entered into this 12th day of September, 2017, 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 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 combined effort by COUNTY's EMS Communications Center and FIRE; and

WHEREAS, CITY and COUNTY intend to enter into an agreement which will continue

1 the provision of FIRE Dispatching Services by COUNTY (the "CITY-COUNTY Agreement");  
2 and

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

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

7 **1. SERVICES**

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

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

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

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

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

27 (b) CONTRACTOR shall dispatch FIRE's apparatuses through  
28 CITY's radios and electronic communications, and in accordance with FIRE's Policies and

Procedures approved by COUNTY's Representative.

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

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

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

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

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

(h) CONTRACTOR will assist COUNTY and FIRE is becoming certified as a Resource Ordering and Status System (ROSS) center in accordance with State guidelines within two (2) years.

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

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

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

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

B. It is understood by the parties hereto that (i) CONTRACTOR's provision of FIRE Dispatching Services herein does not include any CONTRACTOR or COUNTY provision of fire suppression services, (ii) all fire suppression services for all fire suppression calls to be dispatched by CONTRACTOR are to be provided by CITY pursuant to the CITY-COUNTY Agreement, (iii) CONTRACTOR is providing FIRE Dispatching Services herein on

1 a non-exclusive basis, (iv) COUNTY's compensation paid to CONTRACTOR for its  
2 performance of FIRE Dispatching Services herein is for supplemental services that are in  
3 addition to any other services that CONTRACTOR provides, and for which CONTRACTOR  
4 acknowledges that CONTRACTOR is paid in accordance with the EMS PROVIDER  
5 Agreement, and (v) CONTRACTOR shall first obtain COUNTY's written permission to  
6 provide any other dispatching services through the COUNTY's EMS Communications Center.  
7 Notwithstanding anything stated to the contrary herein, CONTRACTOR covenants, warrants,  
8 and represents to COUNTY that (i) Any funds that COUNTY may pay to CONTRACTOR, or  
9 that CONTRACTOR otherwise may collect from performing service in connection with the  
10 EMS PROVIDER Agreement, including, but not limited to, COUNTY compensation and  
11 CONTRACTOR's fees and charges for services rendered to patients, shall not be diverted or  
12 otherwise used, either directly or indirectly, by CONTRACTOR to subsidize CONTRACTOR's  
13 performance of this Agreement, and (ii) CONTRACTOR shall not directly or indirectly charge  
14 any costs or expenses incurred in connection with the performance of this Agreement to any of  
15 CONTRACTOR's other operations for or approved by COUNTY, including but not limited to  
16 CONTRACTOR's operations in the COUNTY's EMS Communications Center for COUNTY  
17 under the EMS PROVIDER Agreement and/or for other COUNTY-approved agencies (*e.g.*,  
18 agencies that may be outside of Fresno County such as the County of Kings or cities or special  
19 districts, if any, within Fresno County).

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

25 D. COUNTY shall perform the following functions:

26 (1) COUNTY shall provide COUNTY-approved FIRE Policies and  
27 Procedures to CONTRACTOR.

28 (2) COUNTY shall assure that all calls to CITY for EMS and fire

1 suppression services are immediately transferred to COUNTY's EMS Communications Center.

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

4 **2. TERM**

5 This Agreement shall become effective on the 1<sup>st</sup> day of July, 2017 and terminate  
6 on the 30<sup>th</sup> day of June, 2018, unless sooner terminated as provided herein.

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

9 **3. TERMINATION**

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

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

19 C. Material Breach - Either party may terminate this Agreement at any time  
20 for cause for the other party's material breach of its obligations herein if not less than seven (7)  
21 days advance, written notice has been given to the other party and such breach remains uncured  
22 within that seven (7) day period. The party receiving such notice may respond to said notice and  
23 any charges contained therein within that seven (7) day period. A "Material Breach" by  
24 CONTRACTOR, as that term is defined by and used in the EMS PROVIDER Agreement, also  
25 shall be deemed to be a material breach by CONTRACTOR under this Agreement. Any notice  
26 by COUNTY to CONTRACTOR of CONTRACTOR's Material Breach under the EMS  
27 Provider Agreement shall satisfy the requirement of COUNTY giving notice to CONTRACTOR

of a material breach under this Agreement without the necessity of such notice referring to CONTRACTOR'S performance under this Agreement.

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

#### 4. **COMPENSATION FOR SERVICES**

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

(1) For the period of July 1, 2017 through June 30, 2018, the amount of this Agreement shall not exceed Seven Hundred Seventeen Thousand Two Hundred Eighty-Four and 00/100 Dollars (\$717,284.00).

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

#### 5. **INDEPENDENT CONTRACTOR**

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

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

8 B. 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  
14 other regulations governing such matters. It is acknowledged that during the term of this  
15 Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to  
16 this Agreement.

17 **6. MODIFICATION**

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

20 **7. HOLD-HARMLESS**

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

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

4 **10. NON-DISCRIMINATION**

5 During the performance of this Agreement, CONTRACTOR shall not unlawfully  
6 discriminate against any employee or applicant for employment, or recipient of services,  
7 because of race, religion, color, national origin, ancestry, physical disability, medical condition,  
8 marital status, age or gender, pursuant to all applicable State of California and Federal statutes  
9 and regulations.

10 **11. RECORDS**

11 A. Each party shall maintain its books, accounts and records in connection  
12 with the respective services referred to under this Agreement. CONTRACTOR's books,  
13 accounts and records of such services shall be kept separate and apart from CONTRACTOR's  
14 other books, accounts and records of services kept in connection with the EMS PROVIDER  
15 Agreement, and any other agreement entered into or approved by COUNTY. All of such  
16 CONTRACTOR's books, accounts, and records shall be prepared and kept by CONTRACTOR  
17 in an organized manner that facilitates an efficient review of the costs incurred and funds  
18 received in order to give COUNTY a complete and clear understanding of the accounting  
19 thereof. All of such CONTRACTOR's books, accounts and records shall be subject to public  
20 disclosure as provided in the EMS PROVIDER Agreement (including any future amendments  
21 thereto), which shall and will be incorporated herein by this reference, as though each and every  
22 of such terms are set forth herein below.

23 B. Each of the parties' books, accounts and records must be maintained for a  
24 minimum of three (3) years. Such books, accounts and records must also be maintained a  
25 minimum of three (3) years after the termination of this Agreement. The party generating the  
26 books, accounts and records shall maintain ownership thereof upon termination of this  
27 Agreement.

28 **12. AUDITS AND INSPECTIONS**

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

7           B.     If this Agreement exceeds Ten Thousand and No/100 Dollars  
8 (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State  
9 Auditor for a period of three (3) years after final payment under contract (Government Code  
10 Section 8546.7).

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

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

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

23           **14.     FORCE MAJEURE**

24           A.     If either party hereto is rendered unable, wholly or in part, by Force  
25 Majeure to carry out its obligations under this Agreement, that party shall give to the other  
26 party hereto prompt written notice of the Force Majeure with full particulars relating thereto.  
27 Thereupon, the obligations of the party giving the notice, so far as they are affected by the  
28 Force Majeure, shall be suspended during, but no longer than, the continuance of the Force

1 Majeure, except for a reasonable time thereafter required to resume performance.

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

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

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

16 **15. NOTICES**

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

19 COUNTY

20 Director, County of Fresno  
21 Department of Public Health  
22 P.O. Box 11867  
23 Fresno, CA 93775

CONTRACTOR

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

24  
25 B. Any and all notices between COUNTY and CONTRACTOR provided for  
26 or permitted under this Agreement or by law shall be in writing and shall be deemed duly served  
27 when personally delivered to one of the parties hereto, or in lieu of such personal service, when  
28 deposited in the United States Mail, postage prepaid, addressed to such party, except for notices

1 of termination, which are effective upon receipt. Notices under this Agreement are not  
2 modifications to this Agreement.

3 **16. GOVERNING LAW**

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

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

9 **17. SEVERABILITY**

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

12 **18. ENTIRE AGREEMENT**

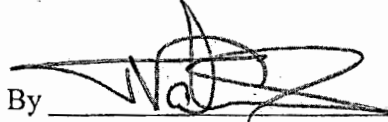
13 This Agreement constitutes the entire agreement between COUNTY and  
14 CONTRACTOR with respect to the subject matter hereof and supersedes all previous  
15 agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
16 understandings of any nature whatsoever unless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

22 **19. NO THIRD PARTY BENEFICIARIES**

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

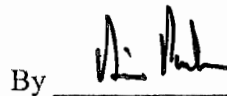
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day  
2 and year first hereinabove written.

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

5  
6 By 

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

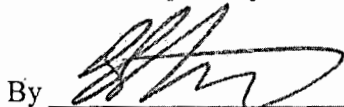
**COUNTY OF FRESNO**

By 

Chairman, Board of Supervisors

8  
9 Print Name: Todd Valeri

10 Date: 08/22/17

11  
12 By 

13 Print Name: Erik Peterson

14 Title: Corporate Secretary

15 Date: 08/22/17

Date: September 12, 2017

BERNICE E. SEIDEL, Clerk

Board of Supervisors

By Erin Coughlin, Deputy

Date: September 12, 2017

16  
17 Chief Financial Officer or Corporate  
18 Secretary to K.W.P.H. Enterprises  
19 d.b.a. American Ambulance,  
20 a California Corporation

21  
22 Mailing Address:

23 2911 E. Tulare St.

24 Fresno, CA 93721

25 **PLEASE SEE ADDITIONAL**

26 **SIGNATURE PAGE ATTACHED**

27 ///

28 ///

Exhibit A

| Payment | Date         | Personnel Services |
|---------|--------------|--------------------|
| 1       | October 2017 | \$179,321.00       |
| 2       | January 2018 | \$179,321.00       |
| 3       | April 2018   | \$179,321.00       |
| 4       | July 2018    | \$179,321.00       |

## **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).

**Mail the completed form to:**

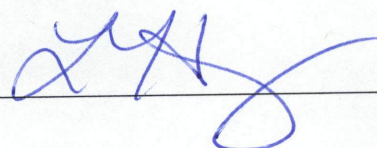
County of Fresno  
Department of Public Health  
Attn: EMS Division  
1221 Fulton Mall  
Fresno, CA 93721

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

1 AGREEMENT BETWEEN COUNTY OF FRESNO AND  
2 K.W.P.H. ENTERPRISES, DBA AMERICAN AMBULANCE  
3

4 APPROVED AS TO LEGAL FORM:

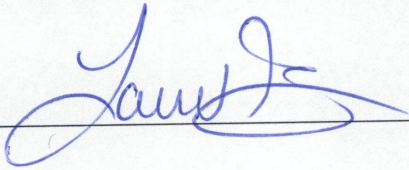
5 DANIEL C. CEDERBORG, COUNTY COUNSEL  
6

7 By  \_\_\_\_\_  
8

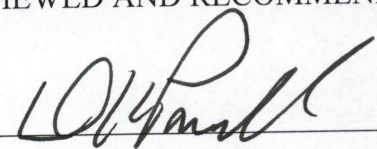
9 APPROVED AS TO ACCOUNTING FORM:

10 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/  
11

12 TREASURER-TAX COLLECTOR  
13

14 By  \_\_\_\_\_  
15

16 REVIEWED AND RECOMMENDED FOR APPROVAL:  
17

18 By  \_\_\_\_\_  
19

20 David Pomaville,  
21

22 Director, Department of Public Health  
23

24 Fund/Subclass: 0001/10000  
25

26 Organization #: 56201693  
27

Account #: 7295