

## FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 19<sup>th</sup> day of August, 2025, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and K.W.P.H. Enterprises a California Corporation, doing business as AMERICAN AMBULANCE, whose address is 2911 E Tulare St. Fresno, CA 93721 (hereinafter "CONTRACTOR").

## **WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 17-218, dated May 16, 2017 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide emergency ambulance services to COUNTY; and

WHEREAS COUNTY's local emergency medical services agency ("EMS Agency") duly established the Fresno County Emergency Medical Services Exclusive Operating Area for the exclusive provision of emergency ambulance services; and

WHEREAS, the Agreement was amended for the first time on October 20, 2020, identified as County Agreement 17-218-1; and

WHEREAS, the Agreement was amended for the second time on June 08, 2021, identified as County Agreement 17-218-2; and

WHEREAS, the Agreement was amended for the third time on August 23, 2022, identified as County Agreement 22-374; and

WHEREAS, on June 23, 2025 CONTRACTOR submitted to the COUNTY's EMS Agency Director a written request to adjust user fee rates primarily due to increased monitoring fees costs imposed by the EMS Agency, as a result of increasing County Information Technology costs.

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to raise the user fees charged for emergency ambulance services.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That the existing third amendment, County Agreement No. 22-374, Page Two (2), beginning with Paragraph One (1), Line One (1) with the word "The" and ending on Line Fourteen (14)

with the word "minutes", be deleted and the following inserted in its place:

"The maximum allowable fees that Contractor may charge patients for services under the Agreement are limited to the following fees.

a. BLS Rate	.....	\$1,319.70
b. BLS Emergency Base Rate	.....	\$2,059.70
c. ALS1 Base Rate	.....	\$1,566.70
d. ALS1 Emergency Base Rate	.....	\$2,429.70
e. ALS2 Base Rate	.....	\$2,821.95
f. Paramedic Intercept	.....	\$1,741.25
g. Critical Care Transport	.....	\$3,319.45
h. Mileage (rate per mile)	.....	\$49.00 per loaded mile
i. Non-Transport – ALS Treatment Fee	.....	\$500
j. Non-Transport – Ambulance Treatment Fee	.....	\$200
k. Stand-by rate (waiting with patient)	.....	\$40.00/15 minutes
l. Special Event Stand-by (dedicated unit)	.....	\$50.00/15 minutes"

2. The parties agree that this Amendment may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely

1 upon that representation. This Amendment is not conditioned upon the parties conducting the  
2 transactions under it by electronic means and either party may sign this Amendment with an original  
3 handwritten signature.

4       3. The Parties agree that this Fourth Amendment is sufficient to amend the Agreement, as  
5 previously amended, and that upon execution of this Fourth Amendment, the Agreement, First  
6 Amendment, Second Amendment, Third Amendment, and this Fourth Amendment together shall be  
7 considered the Agreement.

8       The Agreement, as hereby amended, is ratified and continued. All provisions, terms,  
9 covenants, conditions and promises contained in the Agreement and not amended herein shall remain  
10 in full force and effect.

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1 EXECUTED AND EFFECTIVE as of the date first above set forth.  
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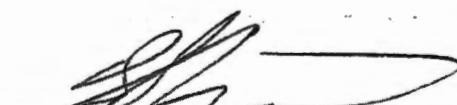
3 **CONTRACTOR**

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

6 

7 (Authorized Signature)  
8

9 Todd Valeri, CEO  
10 Print Name & Title

11 

12 (Authorized Signature)  
13

14 Erik Peterson, Corporate Secretary  
15 Print Name & Title  
16 Chief Financial Officer or Corporate Secretary

17 Mailing Address  
18 2911 E. Tulare St  
19 Fresno, CA 93721  
20

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22  
23 **FOR ACCOUNTING USE ONLY:**

24 Fund: 0001  
25 Subclass: 10000  
26 ORG: 56201695  
27 Account: 7295  
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1 **COUNTY OF FRESNO**  
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4 Ernest Buddy Mendes, Chairman of the  
5 Board of Supervisors of the County of  
6 Fresno  
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8 **ATTEST:**

9 Ernest Buddy Mendes, Chairman of the  
10 Board of Supervisors of the County of  
11 Fresno  
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13 By:   
14 Deputy