

A G R E E M E N T

1
2 THIS AGREEMENT is made and entered into this 22nd day of June, 2021,
3 by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California,
4 hereinafter referred to as "COUNTY," and **K.W.P.H. ENTERPRISES**, doing business as
5 **AMERICAN AMBULANCE**, a California Corporation, whose address is 2911 East Tulare
6 Street, Fresno, California 93721, hereinafter referred to as "CONTRACTOR."

7 W I T N E S S E T H:

8 WHEREAS, COUNTY's Emergency Medical Services ("EMS") Communications Center
9 is staffed and operated by CONTRACTOR through that certain Emergency Medical Services
10 Provider Agreement for Emergency Ambulance Service dated May 16, 2017 (COUNTY
11 Agreement No. A-17-218, the "EMS PROVIDER Agreement"), including amendments by and
12 between COUNTY and PROVIDER; and

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

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

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

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

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

28 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 requiring
22 responses by FIRE apparatuses as follows:

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

1 Procedures approved by COUNTY's Representative.

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

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

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

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

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

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

26 (i) The goal is for the immediate dispatch of a fire apparatus in
27 accordance with CITY FIRE approved dispatch protocols as developed with consideration of
28 the National Fire Protection Administration (NFPA) Standard 1221. The Total Alarm Handling

1 (TAH) time will be measured from the time the telephone is answered by the call taker in EMS
2 Communications to the time that the first fire apparatus is alerted to the incident either by radio,
3 telephone, station alerting device, or any other mutually agreed upon method of alerting. A
4 review shall occur for all cases in which dispatches are over ninety (90) seconds on a bi-
5 monthly basis, and results will be evaluated for improvement opportunities by the Fire Dispatch
6 Continuous Quality Improvement (CQI) Committee. The Fire Dispatch CQI Committee shall
7 meet regularly to identify and recommend improvement opportunities to the CITY FIRE
8 dispatch protocols.

9 B. It is understood by the parties hereto that

10 (1) CONTRACTOR's provision of FIRE Dispatching Services herein
11 does not include any CONTRACTOR or COUNTY provision of fire suppression services,

12 (2) all fire suppression services for all fire suppression calls to be
13 dispatched by CONTRACTOR are to be provided by CITY pursuant to the CITY-COUNTY
14 Agreement,

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

17 (4) COUNTY's compensation paid to CONTRACTOR for its
18 performance of FIRE Dispatching Services herein is for supplemental services that are in
19 addition to any other services that CONTRACTOR provides, and for which CONTRACTOR
20 acknowledges that CONTRACTOR is paid in accordance with the EMS PROVIDER
21 Agreement, and

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

26 (a) Any funds that COUNTY may pay to CONTRACTOR, or that
27 CONTRACTOR otherwise may collect from performing service in connection with the EMS
28 PROVIDER Agreement, including, but not limited to, COUNTY compensation and

1 CONTRACTOR's fees and charges for services rendered to patients, shall not be diverted or
2 otherwise used, either directly or indirectly, by CONTRACTOR to subsidize CONTRACTOR's
3 performance of this Agreement, and

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

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

16 D. COUNTY shall perform the following functions:

17 (1) COUNTY shall provide COUNTY-approved FIRE Policies and
18 Procedures to CONTRACTOR.

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

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

23 **2. TERM**

24 The term of this Agreement shall be for a period of one (1) year, commencing on July 1,
25 2021 through and including June 30, 2022. This Agreement may be extended for two (2) additional
26 consecutive twelve (12) month periods upon written approval by both parties no later than ninety (90) days
27 prior to the first day of the next twelve (12) month period. The Director of Public Health or designee is
28 authorized to execute such written approval on behalf of COUNTY based on satisfactory performance.

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 agreement, or
6 (ii) this Agreement may be terminated at any time by the COUNTY giving at least sixty (60)
7 days advance written notice of an intention to terminate to the CONTRACTOR.

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

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

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

24 **4. COMPENSATION/INVOICING:**

25 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
26 compensation as follows:

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

1 payment of Sixty-Four Thousand Six Hundred Eighty-Two and 50/100 (\$64,682.50).

2 B. Should CONTRACTOR wish to propose revisions to the compensation
3 stated above for either of the 2 optional one-year extension periods of this Agreement,
4 CONTRACTOR shall submit the proposed revisions to COUNTY no later than one hundred and
5 forty (140) days prior to the end of the current one-year term. Any proposed revision to
6 compensation will be subject to negotiations with CITY and will require an amendment of this
7 Agreement. CONTRACTOR must submit adequate documentation to substantiate any
8 requested change in compensation.

9 D. COUNTY's obligation to compensate CONTRACTOR herein is subject to
10 COUNTY receiving sufficient and timely payments of funds from CITY under the CITY-
11 COUNTY Agreement. Subject to the foregoing sentence, COUNTY shall pay CONTRACTOR
12 no later than the fifteenth (15th) day of the month in which payment is due without the necessity
13 of CONTRACTOR submitting invoices to COUNTY. All payments shall be remitted to
14 CONTRACTOR at the following address: American Ambulance, 2911 East Tulare Street,
15 Fresno, CA 93721.

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

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

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

10 **6. MODIFICATION**

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

13 **7. NON-ASSIGNMENT**

14 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
15 under this Agreement without the prior written consent of the other party.

16 **8. HOLD HARMLESS**

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

25 **9. INSURANCE**

26 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
27 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect
28 insurance coverages, with such policies, and in such amounts, as are provided in the EMS

1 Provider Agreement. The parties hereto agree that the provisions of the EMS Provider Agreement
2 (including any future amendments thereto) shall and will be incorporated herein by this reference,
3 as though each and every such of the terms are set forth herein below. CONTRACTOR's failure to
4 maintain all such insurance coverages shall be deemed to be a material breach of this Agreement.

5 **10. AUDITS AND INSPECTIONS**

6 The CONTRACTOR shall at any time during business hours, and as often as the
7 COUNTY may deem necessary, make available to the COUNTY for examination all of its records
8 and data with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon
9 request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
10 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

14 **11. NOTICES**

15 The persons and their addresses having authority to give and receive notices under
16 this Agreement include the following:

17	<u>COUNTY</u>	<u>CONTRACTOR</u>
18	Director, County of Fresno	American Ambulance
19	Department of Public Health	Attn: General Manager
20	P.O. Box 11867	2911 East Tulare Street
21	Fresno, CA 93775	Fresno, CA 93721

22 All notices between the COUNTY and CONTRACTOR provided for or permitted
23 under this Agreement must be in writing and delivered either by personal service, by first-class
24 United States mail, by an overnight commercial courier service, or by telephonic facsimile
25 transmission. A notice delivered by personal service is effective upon service to the recipient. A
26 notice delivered by first-class United States mail is effective three COUNTY business days after
27 deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered
28 by an overnight commercial courier service is effective one COUNTY business day after deposit
with the overnight commercial courier service, delivery fees prepaid, with delivery instructions
given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile

1 is effective when transmission to the recipient is completed (but, if such transmission is completed
2 outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
3 next beginning of a COUNTY business day), provided that the sender maintains a machine record
4 of the completed transmission. For all claims arising out of or related to this Agreement, nothing in
5 this section establishes, waives, or modifies any claims presentation requirements or procedures
6 provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of
7 the Government Code, beginning with section 810).

8 **12. GOVERNING LAW**

9 Venue for any action arising out of or related to this Agreement shall only be in
10 Fresno County, California.

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

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

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

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

26 **14. FORCE MAJEURE**

27 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure
28 to carry out its obligations under this Agreement, that party shall give to the other party hereto

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

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

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

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

20 **15. SEVERABILITY**

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

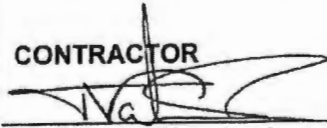
23 **16. ENTIRE AGREEMENT**

24 This Agreement constitutes the entire agreement between the CONTRACTOR and
25 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
26 negotiations, proposals, commitments, writings, advertisements, publications, and understanding
27 of any nature whatsoever unless expressly included in 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

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

CONTRACTOR


(Authorized Signature)

Todd Valeri, President/CEO
Print Name & Title
American Ambulance
2911 East Tulare Street
Fresno, CA 93721
Mailing Address

COUNTY OF FRESNO


Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

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
Fund,: 0001
Subclass,: 10000

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:			
Name:		Date:	
Job Title:			
(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			
Signature:		Date:	