

**AGREEMENT**

THIS AGREEMENT is made and entered into this 9th day of January, 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."

**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 and Advanced Life Support (Paramedic) Ambulance Service dated May 16, 2017 (COUNTY Agreement No. A-17-218, the "EMS PROVIDER Agreement"), by and between COUNTY and PROVIDER; and

WHEREAS, Laton Community Service District ("DISTRICT") desires 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, CONTRACTOR desires to provide dispatching services for DISTRICT; and

WHEREAS, it is to the mutual benefit and in the best interest of the DISTRICT 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 DISTRICT to consolidate dispatching services in Fresno County; and

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

WHEREAS, DISTRICT and COUNTY entered into an agreement (No. 16-391) which will continue the provision of FIRE Dispatching Services by COUNTY (the "DISTRICT-COUNTY Agreement"); and

1 WHEREAS, CONTRACTOR is willing to facilitate the DISTRICT-COUNTY Agreement by  
2 entering into this Agreement.

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

5 **1. SERVICES**

6 A. Subject to DISTRICT timely paying COUNTY for FIRE Dispatching Services  
7 under the DISTRICT-COUNTY Agreement:

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

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

18 (3) CONTRACTOR shall provide FIRE Dispatching Services requiring  
19 responses by DISTRICT apparatuses as follows:

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

24 (b) CONTRACTOR shall dispatch DISTRICT's apparatuses through  
25 DISTRICT's radios and electronic communications, and in accordance with DISTRICT's Policies and  
26 Procedures approved by COUNTY's Representative.

27 (c) CONTRACTOR shall provide pre-arrival instructions to callers  
28 requesting fire suppression service responses in accordance with DISTRICT's Policies and Procedures

1 approved by COUNTY's Representative.

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

7 (e) CONTRACTOR shall track all activity of DISTRICT's apparatus  
8 responses utilizing the COUNTY's EMS Communications Center CAD system.

9 (f) CONTRACTOR shall provide one (1) radio operator for  
10 dispatching of DISTRICT'S apparatuses twenty-four (24) hours a day, seven (7) days a week.  
11 DISTRICT understands that the radio operator is not dedicated for the sole purpose of DISTRICT and  
12 that the radio operator may be dispatching other fire and EMS providers.

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

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

20 (i) The goal for CONTRACTOR's immediate dispatch of a fire  
21 apparatus, in accordance with DISTRICT approved dispatch protocols, and excluding multiple unit  
22 responses, reassigned responses and other situations beyond the COUNTY's EMS Communications  
23 Center control; shall be sixty (60) seconds. The dispatch time will be measured from the time the  
24 telephone is answered by the call taker to the time the first fire apparatus is alerted to the incident  
25 either by radio, telephone, pager, or station alerting device. A review shall occur for all cases in which  
26 dispatches are over ninety (90) seconds and results will be evaluated for improvement opportunities by  
27 the Fire Dispatch Continuous Quality Improvement (CQI) Committee.  
28

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

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

14 B. It is understood by the parties hereto that

15 (i) CONTRACTOR's provision of FIRE Dispatching Services herein does not include  
16 any CONTRACTOR or COUNTY provision of fire suppression services,

17 (ii) all fire suppression services for all fire suppression calls to be dispatched by  
18 CONTRACTOR are to be provided by DISTRICT pursuant to the DISTRICT-COUNTY Agreement,

19 (iii) CONTRACTOR is providing FIRE Dispatching Services herein on a non-exclusive  
20 basis,

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

25 (v) CONTRACTOR shall first obtain COUNTY's written permission to provide any  
26 other dispatching services for DISTRICT through the COUNTY's EMS Communications Center.

27 Notwithstanding anything stated to the contrary herein, CONTRACTOR covenants,  
28 warrants, and represents to COUNTY that

- 1 (i) Any funds that COUNTY may pay to CONTRACTOR, or that CONTRACTOR  
2 otherwise may collect from performing service in connection with the EMS  
3 PROVIDER Agreement, including, but not limited to, COUNTY compensation  
4 and CONTRACTOR's fees and charges for services rendered to patients, shall  
5 not be diverted or otherwise used, either directly or indirectly, by  
6 CONTRACTOR to subsidize CONTRACTOR's performance of this Agreement,  
7 and  
8 (ii) CONTRACTOR shall not directly or indirectly charge any costs or expenses  
9 incurred in connection with the performance of this Agreement to any of  
10 CONTRACTOR's other operations for or approved by COUNTY, including but  
11 not limited to CONTRACTOR's operations in the COUNTY's EMS  
12 Communications Center for COUNTY under the EMS PROVIDER Agreement  
13 and/or for other COUNTY-approved agencies (e.g., agencies that may be outside  
14 of Fresno County such as the County of Kings or cities or special districts, if any,  
15 within Fresno County).

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

21 D. COUNTY shall perform the following functions:

22 (1) COUNTY shall provide COUNTY-approved DISTRICT Policies and  
23 Procedures to CONTRACTOR.

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

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

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1           **2.     TERM**

2           This Agreement shall become effective on the 1st day of January 2018 and terminate on  
3 the 30th day of June, 2019, unless sooner terminated as provided herein.

4           Notwithstanding anything stated to the contrary herein, this Agreement shall  
5 automatically terminate on any earlier date that the DISTRICT-COUNTY Agreement terminates.

6           **3.     TERMINATION**

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

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

16           C.     Material Breach - Either party may terminate this Agreement at any time for  
17 cause for the other party's material breach of its obligations herein if not less than seven (7) days'  
18 advance, written notice has been given to the other party and such breach remains uncured within that  
19 seven (7) day period. The party receiving such notice may respond to said notice and any charges  
20 contained therein within that seven (7) day period. A Material Breach by CONTRACTOR, as that term  
21 is defined by and used in the EMS PROVIDER Agreement under sub-heading "3. County's  
22 Termination Due to Contractor's Material Brach of this Agreement" beginning on page 75, line 16  
23 through page 79 line 5 ("Material Breach section"), which Material Breach section is incorporated  
24 herein by reference, also shall be deemed to be a Material Breach by CONTRACTOR under this  
25 Agreement. Any notice by COUNTY to CONTRACTOR of CONTRACTOR's Material Breach under  
26 the EMS Provider Agreement shall satisfy the requirement of COUNTY giving notice to  
27 CONTRACTOR of a Material Breach under this Agreement without the necessity of such notice  
28 referring to CONTRACTOR's performance under this Agreement.

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

3 ///

4 **4. COMPENSATION FOR SERVICES**

5 A. For CONTRACTOR'S performance of FIRE Dispatching Services herein,  
6 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive a quarterly lump-sum  
7 payment of Five Hundred Sixty-Three and 50/100 Dollars (\$563.50) pursuant to Exhibit A, attached  
8 hereto and incorporated herein by this reference. The quarterly lump-sum payment shall be paid for the  
9 performance of services as stated in this contract only while the Agreement with American Ambulance  
10 (Agreement No. A-17-218) is still in effect. In no event shall compensation for CONTRACTOR'S  
11 performance of FIRE Dispatching Services under this Agreement be in excess of Three Thousand Nine  
12 Hundred Forty-four and 50/100 Dollars (\$3,944.50).

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

20 **5. INDEPENDENT CONTRACTOR**

21 A. In performance of the work, duties, and obligations assumed by CONTRACTOR  
22 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all  
23 of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an  
24 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,  
25 employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right  
26 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its  
27 work and function, except for CONTRACTOR's compliance with DISTRICT's Policies and  
28 Procedures, herein. However, COUNTY shall retain the right to administer this Agreement so as to

1 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
2 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
3 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are  
4 directly or indirectly the subject of this Agreement.

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

13 **6. MODIFICATION**

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

16 **7. HOLD-HARMLESS**

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

26 B. COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR's  
27 request, defend CONTRACTOR, including its officers, agents, and employees from any and all costs  
28 and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or



1 resulting to CONTRACTOR in connection with the performance, or failure to perform, by COUNTY,  
2 including their respective officers, agents, or employees under this Agreement, and from any and all  
3 costs and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses  
4 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the  
5 performance, or failure to perform, of COUNTY, including their respective officers, agents, or  
6 employees under this Agreement.

7 C. In the event of concurrent negligence on the part of CONTRACTOR or any of its  
8 officers, agents or employees, and of COUNTY or any of their respective officers, agents, or  
9 employees, the liability for any and all such claims, demands and actions in law or equity for such costs  
10 and expenses (including attorneys' fees and costs), damages, and losses shall be apportioned under the  
11 State of California's theory of comparative negligence as presently established or as may be modified  
12 hereafter.

13 D. This Section 7 shall survive termination or expiration of this Agreement.

14 **8. INSURANCE**

15 CONTRACTOR shall obtain and maintain, at all times, insurance coverages, with such  
16 policies, and in such amounts, as are provided in the EMS Provider Agreement. The parties hereto  
17 agree that the Section 11. Insurance provision of the EMS Provider Agreement (including any future  
18 amendments thereto) shall and will be incorporated herein by this reference, as though each and every  
19 of such terms in the aforementioned Section 11. Insurance provision are set forth herein below.  
20 CONTRACTOR's failure to maintain all such insurance coverages shall be deemed to be a material  
21 breach of this Agreement.

22 **9. CONFIDENTIALITY**

23 All services performed by CONTRACTOR under this Agreement and any information  
24 CONTRACTOR creates, receives, or maintains pertaining to protected health information shall be in  
25 strict conformance with all applicable Federal, State of California and/or local laws and regulations  
26 relating to confidentiality, including but not limited to all Health Insurance Portability and  
27 Accountability Act (HIPAA) regulations.

28 **10. NON-DISCRIMINATION**

1 During the performance of this Agreement, CONTRACTOR shall not unlawfully  
2 discriminate against any employee or applicant for employment, or recipient of services, because of  
3 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical  
4 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,  
5 sexual orientation, or military or veteran status pursuant to all applicable State of California and  
6 Federal statutes and regulations.

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

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

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

19 **12. RECORDS**

20 A. Each party shall maintain its books, accounts and records in connection with the  
21 respective services referred to under this Agreement. CONTRACTOR's books, accounts and records  
22 of such services under this Agreement ("CONTRACTOR's Records") shall be kept separate and apart  
23 from CONTRACTOR's other books, accounts and records of services kept in connection with the EMS  
24 PROVIDER Agreement, and any other agreement entered into or approved by COUNTY. All  
25 CONTRACTOR's Records shall be prepared and kept by CONTRACTOR in an organized manner  
26 that facilitates an efficient review of the costs incurred and funds received in order to give COUNTY a  
27 complete and clear understanding of the accounting thereof. All of such CONTRACTOR's Records  
28

1 shall be subject to public disclosure as provided in the California Public Records Act, Government  
2 Code §§ 6250, et.seq.

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

7 **13. AUDITS AND INSPECTIONS**

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

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

16 **14. FORCE MAJEURE**

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

23 B. During any period in which either party hereto is excused from performance by  
24 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly,  
25 diligently, and in good faith take all reasonable action required in order for it to be able to promptly  
26 commence or resume performance of its obligations under this Agreement. Without limiting the  
27 generality of the foregoing, the party so excused from performance shall, during any such period of  
28 Force Majeure, take all reasonable action necessary to terminate any temporary restraining order or

1 preliminary or permanent injunctions to enable it to so commence or resume performance of its  
2 obligations under this Agreement.

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

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

9 **15. NOTICES**

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

12 COUNTY

13 Director, County of Fresno  
14 Department of Public Health  
15 P.O. Box 11867  
Fresno, CA 93775

CONTRACTOR

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

16  
17 B. Any and all notices between COUNTY and CONTRACTOR provided for or  
18 permitted under this Agreement or by law shall be in writing and shall be deemed duly served when  
19 personally delivered to one of the parties hereto, or in lieu of such personal service, when deposited in  
20 the United States Mail, postage prepaid, addressed to such party, except for notices of termination,  
21 which are effective upon receipt. Notices under this Agreement are not modifications to this  
22 Agreement.

23 **16. GOVERNING LAW**

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

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

28 **17. SEVERABILITY**

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

3           **18.    ENTIRE AGREEMENT**

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

12           **19.    NO THIRD PARTY BENEFICIARIES**

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

15    ///

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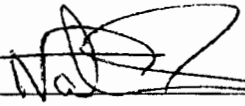
26    ///

27    ///

28    ///

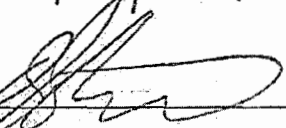
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
2 year first hereinabove written.

3  
4 **CONTRACTOR:**  
5 **K.W.P.H. ENTERPRISES, dba**  
6 **AMERICAN AMBULANCE**

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

9 Print Name: Todd Valeri

10 Date: 11/27/2017

11  
12 By   
13 Print Name: Erik Peterson

14 Title: Corporate Secretary

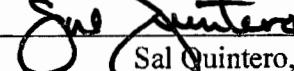
15 (Chief Financial Officer or Corporate  
16 Secretary to K.W.P.H. Enterprises)

17 Date: 11-27-17

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

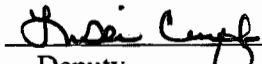
21 Fund/Subclass: 0001/10000  
22 Organization #: 56201693  
23 Account #: 7295  
24  
25  
26  
27  
28

**COUNTY OF FRESNO**

By   
Sal Quintero,  
Chairman of the Board of Supervisors of  
the County of Fresno

Date: January 9, 2018

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

By:   
Deputy

## EXHIBIT A

Qtr	Date Due	Amount
1	01/01/2018	\$563.50
2	04/01/2018	\$563.50
3	07/01/2018	\$563.50
4	10/01/2018	\$563.50
5	01/01/2019	\$563.50
6	04/01/2019	\$563.50
7	07/01/2019	\$563.50

1 **EXHIBIT B**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3  
4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a  
5 contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing  
6 transactions that they are a party to while providing goods, performing services, or both for the County. A  
self-dealing transaction is defined below:

7 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more*  
8 *of its directors has a material financial interest."*

9 The definition above will be utilized for purposes of completing this disclosure form.

10 **INSTRUCTIONS**

- 11
- 12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 13 (2) Enter the board member's company/agency name and address.
- 14 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At  
15 a minimum, include a description of the following:
- 16 a. The name of the agency/company with which the Corporation has the transaction; and
- 17 b. The nature of the material financial interest in the Corporation's transaction that the board  
18 member has.
- 19 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of  
the Corporations Code.
- 20 (5) Form must be signed by the board member that is involved in the self-dealing transaction described  
21 in Sections (3) and (4).
- 22
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**(1) Company Board Member Information:**

<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			

**(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**

<b>Signature:</b>		<b>Date:</b>	
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