

**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"), including amendments, by and between COUNTY and PROVIDER; and

WHEREAS, the City of Clovis ("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 have entered into an agreement (COUNTY Agreement No.

1 A-16-439 dated July 12, 2016) which will continue the provision of FIRE Dispatching Services by  
2 COUNTY (the "CITY-COUNTY Agreement"); 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 parties  
6 hereto agree as follows:

7 **1. SERVICES**

8 A. Subject to CITY timely paying COUNTY for FIRE Dispatching Services under  
9 the CITY-COUNTY Agreement:

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

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

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

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

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

28 (c) CONTRACTOR shall provide pre-arrival instructions to callers

1 requesting fire suppression service responses in accordance with FIRE's Policies and Procedures  
2 approved by COUNTY's Representative.

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

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

11 (f) CONTRACTOR shall assist COUNTY in the development of  
12 processes which assist in dispatching to CITY automatic aid agreements to include those agencies  
13 outside the COUNTY's EMS Communications Center.

14 (g) CONTRACTOR shall provide notification to FIRE chief officers  
15 and duty officers as needed for applicable emergency incidents using phone, email, text or other  
16 contemporary method of messaging according to FIRE dispatch policy.

17 (h) CONTRACTOR shall provide a radio operator who is able to  
18 dispatch FIRE's apparatuses twenty-four (24) hours a day, seven (7) days a week and meet the one  
19 hundred and twenty (120) second Total Alarm Handling (TAH) time as outlined below. In addition,  
20 the goal is for the CLOVIS radio channel to be answered in no more than two attempts.

21 (i) CONTRACTOR shall provide that dispatch staff shall be trained  
22 at the National Academy of Emergency Dispatch at the Emergency Fire Dispatcher level or substitute  
23 training with approval of CITY.

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

28 (k) CONTRACTOR shall maintain an up-to-date manual of FIRE's

1 Policies and Procedures (approved by COUNTY's Representative, as provided herein) for all dispatch  
2 staff, and shall provide for training and continuing education of dispatch staff as needed.

3 (l) The performance standard for CONTRACTOR'S immediate  
4 dispatch of a fire apparatus in accordance with FIRE approved dispatch protocols and the National Fire  
5 Protection Administration (NFPA) Standard 1221 is as follows: The TAH time will be measured from  
6 the time the telephone is answered by the call taker in EMS Communications to the time that the first  
7 fire apparatus is alerted to the incident either by radio, telephone, station alerting device or any other  
8 method of alerting mutually agreed upon by FIRE and COUNTY. The TAH times shall be one  
9 hundred and twenty (120) seconds or less in a minimum of ninety percent (90%) of incidents. The TAH  
10 time measurement will exclude reassigned responses and other situations beyond the COUNTY's EMS  
11 Communications Center control. COUNTY shall conduct a review for all cases in which dispatches are  
12 over one hundred and twenty (120) seconds, and results will be evaluated for improvement  
13 opportunities by the Fire Dispatch Continuous Quality Improvement (CQI) Committee.

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 CITY pursuant to the CITY-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 the CITY 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 FIRE Policies and  
23 Procedures to CONTRACTOR.  
24 (2) COUNTY shall assure that all calls to CITY 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 FIRE.

28 **2. TERM**

1           A.     The term of this Agreement shall be for a period of eighteen (18) months,  
2 commencing on January 1, 2018 through and including June 30, 2019. This Agreement may be  
3 extended for two separate (2) additional consecutive twenty-four (24) month periods upon written  
4 approval by both parties for each separate twenty-four (24) month period no later than ninety (90)  
5 days prior to the first day of the next twenty-four (24) month period. The Director of Public Health or  
6 his or her designee is authorized to execute such written approval on behalf of COUNTY based on  
7 satisfactory performance.

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

### 10       **3.     TERMINATION**

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

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

20           C.     Material Breach - Either party may terminate this Agreement at any time for  
21 cause for the other party's material breach of its obligations herein if not less than seven (7) days  
22 advance written notice has been given to the other party and such breach remains uncured within that  
23 seven (7) day period. The party receiving such notice may respond to said notice and any charges  
24 contained therein within that seven (7) day period. A "Material Breach" by CONTRACTOR, as that  
25 term is defined by and used in the EMS PROVIDER Agreement under sub-heading "3. County's  
26 Termination Due to Contractor's Material Brach of this Agreement" beginning on page 75, line 16  
27 through page 79 line 5 ("Material Breach section"), which Material Breach section is incorporated  
28 herein by reference, also shall be deemed to be a Material Breach by CONTRACTOR under this

1 Agreement. Any notice by COUNTY to CONTRACTOR of CONTRACTOR's Material Breach under  
2 the EMS Provider Agreement shall satisfy the requirement of COUNTY giving notice to  
3 CONTRACTOR of a Material Breach under this Agreement without the necessity of such notice  
4 referring to CONTRACTOR's performance under this Agreement.

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

7 **4. COMPENSATION FOR SERVICES**

8 A. For CONTRACTOR's performance of FIRE Dispatching Services herein,  
9 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive a quarterly lump-  
10 payment of Seventy Thousand Sixty-Six and 50/100 Dollars (\$70,066.50) pursuant to Exhibit A,  
11 attached hereto and incorporated herein by this reference. The quarterly lump-sum payment shall be  
12 paid for the performance of services as stated in this contract only while the Agreement with American  
13 Ambulance (Agreement No. A-17-218) is still in effect. In no event shall compensation for  
14 COUNTY'S performance of FIRE Dispatching Services under this Agreement be in excess of Four  
15 Hundred Twenty Thousand Three Hundred Ninety-Nine and No/100 Dollars (\$420,399) for the initial  
16 18 month term. Maximum compensation for each optional 24 month term shall not exceed Five  
17 Hundred Sixty Thousand Five Hundred Thirty-Two and No/100 Dollars (\$560,532).

18 B. In the event COUNTY determines, in its sole discretion, that CONTRACTOR  
19 has failed to comply with the performance standards identified within this Agreement, including but  
20 not limited to Section 1. SERVICES, A, (3), (I), ("Non-compliance") COUNTY may, in its sole  
21 discretion, begin to withhold Two Hundred Fifty and No/100 Dollars (\$250.00) per day  
22 ("Withholding") until such time as the Non-compliance has been corrected to the satisfaction of the  
23 COUNTY EMS Director. COUNTY must provide CONTRACTOR's President with a written notice  
24 of Non-compliance. Said Withholding shall not begin earlier than thirty (30) days after  
25 CONTRACTOR's receipt of notice of Non-compliance, provided that CONTRACTOR's Non-  
26 compliance has not been cured.

27 C. COUNTY's obligation to compensate CONTRACTOR herein is subject to  
28 COUNTY receiving sufficient and timely payments of funds from CITY under the CITY-COUNTY

1 Agreement. Subject to the foregoing sentence, COUNTY, promptly following COUNTY's receipt of  
2 such CITY funds, shall pay CONTRACTOR no later than the fifteenth (15th) day of the month in  
3 which payment is due pursuant to Exhibit A without the necessity of CONTRACTOR submitting  
4 invoices to COUNTY. All payments shall be remitted to CONTRACTOR at the following address:  
5 American Ambulance, 2911 East Tulare Street, Fresno, CA 93721.

6 **5. INDEPENDENT CONTRACTOR**

7 A. In performance of the work, duties, and obligations assumed by CONTRACTOR  
8 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and  
9 all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as  
10 an independent contractor, and shall act in an independent capacity and not as an officer, agent,  
11 servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall  
12 have no right to control or supervise or direct the manner or method by which CONTRACTOR shall  
13 perform its work and function, except for CONTRACTOR's compliance with FIRE's Policies and  
14 Procedures, herein. However, COUNTY shall retain the right to administer this Agreement so as to  
15 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions  
16 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the  
17 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are  
18 directly or indirectly the subject of this Agreement.

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

27 **6. MODIFICATION**

28 Any matters of this Agreement may be modified from time to time by the written

consent of all the parties hereto without, in any way, affecting the remainder.

**7. HOLD-HARMLESS**

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

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

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

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

**8. INSURANCE**

1 CONTRACTOR shall obtain and maintain, at all times, insurance coverages, with such  
2 policies, and in such amounts, as are provided in the EMS Provider Agreement. The parties hereto  
3 agree that the Section 11. Insurance provision of the EMS Provider Agreement (including any future  
4 amendments thereto) shall and will be incorporated herein by this reference, as though each and every  
5 of such terms in the aforementioned Section 11. Insurance provision are set forth herein below.  
6 CONTRACTOR's failure to maintain all such insurance coverages shall be deemed to be a Material  
7 Breach of this Agreement.

8 **9. CONFIDENTIALITY**

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

14 **10. NON-DISCRIMINATION**

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

21 **11. RECORDS**

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

1 complete and clear understanding of the accounting thereof. All of such CONTRACTOR's Records  
2 shall be subject to public disclosure as provided in the California Public Records Act, Government  
3 Code §§ 6250, et.seq.

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

8 **12. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

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

20 **13. AUDITS AND INSPECTIONS**

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

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

8546.7).

**14. FORCE MAJEURE**

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

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

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

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

**15. NOTICES**

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

COUNTY

Director, County of Fresno

Department of Public Health

CONTRACTOR

American Ambulance

Attn: President

1 P.O. Box 11867  
2 Fresno, CA 93775

2911 East Tulare Street  
Fresno, CA 93721

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

9 **16. GOVERNING LAW**

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

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

14 **17. SEVERABILITY**

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

17 **18. ENTIRE AGREEMENT**

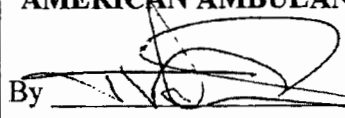
18 This Agreement constitutes the entire agreement between COUNTY and  
19 CONTRACTOR with respect to the subject matter hereof and supersedes all previous agreement  
20 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of  
21 any nature whatsoever unless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

26 **19. NO THIRD PARTY BENEFICIARIES**

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

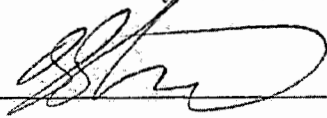
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
2 year first hereinabove written.  
3

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 By   
12 Print Name: Erik Peterson

13 Title: Corporate Secretary

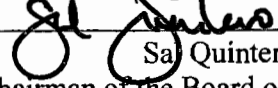
14 (Chief Financial Officer or Corporate  
15 Secretary to K.W.P.H. Enterprises)

16 Date: 11-27-17

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

20  
21 Fund/Subclass: 0001/10000  
22 Organization #: 56201693  
23 Account #: 7295  
24  
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28

**COUNTY OF FRESNO**

By   
Sa 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

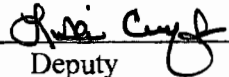
By:   
Deputy

EXHIBIT A

Payment	Date	Payment Amount
1	Apr 2018	\$70,066.50
2	Jul 2018	\$70,066.50
3	Oct 2018	\$70,066.50
4	Jan 2019	\$70,066.50
5	Apr 2019	\$70,066.50
6	Jul 2019	\$70,066.50

1 **EXHIBIT B**

2  
3 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 12 (2) Enter the board member's company/agency name and address.
- 13 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At  
14 a minimum, include a description of the following:
- 15 a. The name of the agency/company with which the Corporation has the transaction; and
- 16 b. The nature of the material financial interest in the Corporation's transaction that the board  
17 member has.
- 18 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of  
19 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
- 23
- 24
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- 27
- 28

**(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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