

**AGREEMENT**

THIS AGREEMENT is made and entered into this 9th day of July, 2019, 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

1 Procedures approved by COUNTY's Representative.

2 (d) CONTRACTOR shall provide inter-agency coordination regarding  
3 requests for fire suppression service, mutual aid and instant aid services, and order specialized fire  
4 equipment from DISTRICT or other agencies (e.g., hazardous materials equipment, or "jaws of life")  
5 which may be needed to handle an incident, and perform other related duties in accordance with  
6 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  
26 which dispatches are over ninety (90) seconds and results will be evaluated for improvement  
27 opportunities by the Fire Dispatch Continuous Quality Improvement (CQI) Committee.  
28

1 It is understood, because of the dynamic nature of emergency services, there are  
2 situations when the sixty (60) second dispatch goal may not be achieved. Examples of these situations  
3 include, but 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 (1) CONTRACTOR's provision of FIRE Dispatching Services herein does not  
16 include any CONTRACTOR or COUNTY provision of fire suppression  
17 services,
- 18 (2) all fire suppression services for all fire suppression calls to be dispatched  
19 by CONTRACTOR are to be provided by DISTRICT pursuant to the  
20 DISTRICT-COUNTY Agreement,
- 21 (3) CONTRACTOR is providing FIRE Dispatching Services herein on a non-  
22 exclusive basis,
- 23 (4) COUNTY's compensation paid to CONTRACTOR for its performance of  
24 FIRE Dispatching Services herein is for supplemental services that are in  
25 addition to any other services that CONTRACTOR provides, and for which  
26 CONTRACTOR acknowledges that CONTRACTOR is paid in accordance  
27 with the EMS PROVIDER Agreement, and
- 28 (5) CONTRACTOR shall first obtain COUNTY's written permission to provide

any other dispatching services for DISTRICT through the COUNTY's EMS Communications Center.

C. Notwithstanding anything stated to the contrary herein, CONTRACTOR covenants, warrants, and represents to COUNTY that

(1) Any funds that COUNTY may pay to CONTRACTOR, or that CONTRACTOR otherwise may collect from performing service in connection with the EMS PROVIDER Agreement, including, but not limited to, COUNTY compensation and CONTRACTOR's fees and charges for services rendered to patients, shall not be diverted or otherwise used, either directly or indirectly, by CONTRACTOR to subsidize CONTRACTOR's performance of this Agreement, and

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

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

E. COUNTY shall perform the following functions:

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

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

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

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

4 **2. TERM**

5 The term of this Agreement shall be for a period of three (3) years, commencing on July  
6 1, 2019 through and including June 30, 2022. This Agreement may be extended for two (2) additional  
7 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30)  
8 days prior to the first day of the next twelve (12) month extension period. The Director of the  
9 Department of Public Health or his or her designee is authorized to execute such written approval on  
10 behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

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

13 **3. TERMINATION**

14 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
15 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
16 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
17 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

18 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
19 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 20 1) An illegal or improper use of funds;  
21 2) A failure to comply with any term of this Agreement;  
22 3) A substantially incorrect or incomplete report submitted to the  
23 COUNTY;  
24 4) Improperly performed service.

25 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
26 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither  
27 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
28 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the

COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

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

A. For CONTRACTOR'S performance of FIRE Dispatching Services herein, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive a quarterly lump-sum payment pursuant to Exhibit A, attached hereto and incorporated herein by this reference. The quarterly lump-sum payment shall be paid for the performance of services as stated in this contract only while the Agreement with American Ambulance (Agreement No. A-17-218) is still in effect. In no event shall compensation for CONTRACTOR'S performance of FIRE Dispatching Services under this Agreement be in excess of Twelve Thousand Three Hundred Two and 36/100 Dollars (\$12,302.36).

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

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

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

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

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

15 **6. MODIFICATION**

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

18 **7. HOLD-HARMLESS**

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

28 B. COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR's



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

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

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

16 **8. INSURANCE**

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

24 **9. CONFIDENTIALITY**

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

3 **10. NON-DISCRIMINATION**

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

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

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

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

22 **12. RECORDS**

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

1 that facilitates an efficient review of the costs incurred and funds received in order to give COUNTY a  
2 complete and clear understanding of the accounting thereof. All of such CONTRACTOR's Records  
3 shall be subject to public disclosure as provided in the California Public Records Act, Government  
4 Code §§ 6250, et seq.

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

9 **13. AUDITS AND INSPECTIONS**

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

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

18 **14. FORCE MAJEURE**

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

25 B. During any period in which either party hereto is excused from performance by  
26 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly,  
27 diligently, and in good faith take all reasonable action required in order for it to be able to promptly  
28 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  
P.O. Box 11867  
Fresno, CA 93775

### CONTRACTOR

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

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

## **16. GOVERNING LAW**

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

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

1           **17.    SEVERABILITY**

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

4           **18.    ENTIRE AGREEMENT**

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

13           **19.    NO THIRD PARTY BENEFICIARIES**

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

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

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

7 By

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

9 Print Name:

10 Date:

11 By

12 Print Name:

13 Title:

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

16 Date:

17 Mailing Address:

18 2911 E. Tulare St.  
19 Fresno, CA 93721

20 Fund/Subclass: 0001/10000  
21 Organization #: 56201693  
22 Account #: 7295  
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**COUNTY OF FRESNO**

By

Nathan Magsig, Chairman of the Board  
of Supervisors of the County of Fresno

Date:

**ATTEST:**

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

By:

Deputy

EXHIBIT A

Quarter	Date Due	Amount
1	10/1/2019	\$579.21
2	1/1/2020	\$579.21
3	4/1/2020	\$579.21
4	7/1/2020	\$579.21
5	10/1/2020	\$596.63
6	1/1/2021	\$596.63
7	4/1/2021	\$596.63
8	7/1/2021	\$596.63
9	10/1/2021	\$614.69
10	1/1/2022	\$614.69
11	4/1/2022	\$614.69
12	7/1/2022	\$614.69
13	10/1/2022	\$632.96
14	1/1/2023	\$632.96
15	4/1/2023	\$632.96
16	7/1/2023	\$632.96
17	10/1/2023	\$652.10
18	1/1/2024	\$652.10
19	4/1/2024	\$652.10
20	7/1/2024	\$652.10

1 EXHIBIT B

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members  
4 of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any  
5 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:

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

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

9  
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  
14 County. At 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  
17 board member has.
- 18 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable  
provisions of the Corporations Code.
- 19 (5) Form must be signed by the board member that is involved in the self-dealing transaction  
20 described in Sections (3) and (4).
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**(1) Company Board Member Information:**

<b>Name:</b>	Todd R. Valeri	<b>Date</b> :	05/21/2019
<b>Job Title:</b>	President / CEO		

**(2) Company/Agency Name and Address:**

TRV Properties, LP and American Ambulance Billing, LP  
2911 East Tulare St  
Fresno, CA 93721

**(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):**


Todd Valeri owns and controls both entities. TRV Properties, LP leases real property to K.W.P.H. Enterprises and American Ambulance Billing, LP provides billing and accounting services to K.W.P.H Enterprises.

**(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):**

Corporations Code 5233 is inapplicable because Neither TRV Properties, LP nor American Ambulance Billing, LP are a California Public Benefit Corporation.

**(5) Authorized Signature**

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Signature: 	Date: 05/21/2019
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