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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2020, 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. 17-218, the "EMS PROVIDER Agreement"), by and between COUNTY and PROVIDER; and

WHEREAS, the City of Selma ("CITY") receives calls requesting both fire suppression services and EMS and transfers these calls to COUNTY's EMS Communications Center for dispatching the appropriate emergency vehicles; and

WHEREAS, CITY's FIRE Department ("FIRE") 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 CITY; 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

1 WHEREAS, CITY and COUNTY intend to enter into an agreement which will continue
2 the provision of FIRE Dispatching Services by COUNTY (the “CITY-COUNTY Agreement”);
3 and

4 WHEREAS, CONTRACTOR is willing to facilitate the CITY-COUNTY Agreement by
5 entering into this Agreement.

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

8 **1. SERVICES**

9 A. Subject to CITY timely paying COUNTY for FIRE Dispatching Services
10 (defined in Section 4.A. of the CITY-COUNTY Agreement) under the CITY-COUNTY
11 Agreement:

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

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

22 (3) CONTRACTOR, shall provide FIRE Dispatching Services
23 requiring responses by FIRE apparatuses as follows:

24 (a) CONTRACTOR shall provide all FIRE Dispatching
25 Services in accordance with FIRE’s Policies and Procedures (“FIRE’s Policies and
26 Procedures”), which shall be approved by COUNTY’s EMS Director, or his or her designee
27 (the “COUNTY’s Representative”).

28 (b) CONTRACTOR shall dispatch FIRE’s apparatuses through

1 CITY's radios and electronic communications, and in accordance with FIRE's Policies and
2 Procedures approved by COUNTY's Representative.

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

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

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

13 (f) COUNTY shall provide one (1) radio operator for
14 dispatching of FIRE'S apparatuses twenty-four (24) hours a day, seven (7) days a week. CITY
15 understands that the radio operator is not dedicated for the sole purpose of CITY and that the
16 radio operator may be dispatching other fire and EMS providers.

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

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

25 (j) The goal for the immediate dispatch of a fire apparatus, in
26 accordance with FIRE approved dispatch protocols, and excluding multiple unit responses,
27 reassigned responses and other situations beyond the COUNTY's EMS Communications Center
28 control; shall be sixty (60) seconds. The dispatch time will be measured from the time the

1 telephone is answered by the call taker to the time the first fire apparatus is alerted to the incident
2 either by radio, telephone, pager, or station alerting device. A review shall occur for all cases in
3 which dispatches are over ninety (90) seconds and results will be evaluated for improvement
4 opportunities by the Fire Dispatch Continuous Quality Improvement (CQI) Committee.

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

- 8 1. calls with incomplete, inaccurate or no ANI/ALI
9 information (including CAD-to-CAD).
- 10 2. calls that do not geo-verify in the CAD.
- 11 3. calls in which the reporting party is either unable or
12 unwilling to immediately provide all required information as part of the call taking process (i.e.,
13 non-English speaking, hysterical, or uncooperative) or use of Teletype (TTY) or
14 Telecommunication Device for the Deaf (TDD) or audio relay device.

15 Calls for service that meet one of the above exemption
16 categories shall have a dispatch time of no more than ninety (90) seconds in a minimum of ninety-
17 five percent (95%) of calls received each month.

18 B. It is understood by the parties hereto that (i) CONTRACTOR's provision
19 of FIRE Dispatching Services herein does not include any CONTRACTOR or COUNTY
20 provision of fire suppression services, (ii) all fire suppression services for all fire suppression
21 calls to be dispatched by CONTRACTOR are to be provided by CITY pursuant to the CITY-
22 COUNTY Agreement, (iii) CONTRACTOR is providing FIRE Dispatching Services herein on
23 a non-exclusive basis, (iv) COUNTY's compensation paid to CONTRACTOR for its
24 performance of FIRE Dispatching Services herein is for supplemental services that are in
25 addition to any other services that CONTRACTOR provides, and for which CONTRACTOR
26 acknowledges that CONTRACTOR is paid in accordance with the EMS PROVIDER Fresno
27 County Agreement no. 07-292, and (v) CONTRACTOR shall first obtain COUNTY's written
28 permission to provide any other dispatching services through the COUNTY's EMS

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

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

20 D. COUNTY shall perform the following functions:

21 (1) COUNTY shall provide COUNTY-approved FIRE Policies and
22 Procedures to CONTRACTOR.

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

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

27 **2. TERM**

28 This Agreement shall become effective on the 1st day of July, 2020 and terminate

1 on the 30th day of June, 2023, unless sooner terminated as provided herein.

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

4 **3. TERMINATION**

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

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

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

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

27 **4. COMPENSATION FOR SERVICES**

28 A. For CONTRACTOR'S performance of FIRE Dispatching Services herein,

1 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation
2 pursuant to Exhibit A, attached hereto and incorporated herein by this reference. In no event
3 shall compensation for COUNTY'S performance of FIRE Dispatching Services under this
4 Agreement be in excess of the amounts listed as follows:

5 (1) For the period of July 1, 2020 through June 30, 2021, the amount
6 of this Agreement shall not exceed Twelve Thousand Eight Hundred Sixty and No/100 Dollars
7 (\$12,860.00).

8 (2) For the period of July 1, 2021 through June 30, 2022, the amount
9 of this Agreement shall not exceed Thirteen Thousand Two Hundred Forty-Six and 00/100
10 Dollars (\$13,246.00).

11 (3) For the period of July 1, 2022 through June 30, 2023, the amount
12 of this Agreement shall not exceed Thirteen Thousand Six Hundred Forty-Four and 00/100
13 Dollars (13,644.00).

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

22 **5. INDEPENDENT CONTRACTOR**

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

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

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

17 **6. MODIFICATION**

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

20 **7. HOLD-HARMLESS**

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

1 performance, or failure to perform, of CONTRACTOR, including its officers, agents, or
2 employees under this Agreement.

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

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

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

21 **8. INSURANCE**

22 CONTRACTOR shall obtain and maintain, at all times, insurance coverages, with
23 such policies, and in such amounts, as are provided in the EMS Provider Agreement. The
24 parties hereto agree that the provisions of the EMS Provider Agreement (including any future
25 amendments thereto) shall and will be incorporated herein by this reference, as though each and
26 every of such terms are set forth herein below. CONTRACTOR's failure to maintain all such
27 insurance coverages shall be deemed to be a material breach of this Agreement.
28

1 **9. CONFIDENTIALITY**

2 All services performed by CONTRACTOR under this Agreement shall be in strict
3 conformance with all applicable Federal, State of California and/or local laws and regulations
4 relating to confidentiality.

5 **10. NON-DISCRIMINATION**

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

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

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

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

24 **12. RECORDS**

25 A. Each party shall maintain its books, accounts and records in connection
26 with the respective services referred to under this Agreement. CONTRACTOR's books,
27 accounts and records of such services shall be kept separate and apart from CONTRACTOR's
28 other books, accounts and records of services kept in connection with the EMS PROVIDER

1 Agreement, and any other agreement entered into or approved by COUNTY. All of such
2 CONTRACTOR's books, accounts, and records shall be prepared and kept by CONTRACTOR
3 in an organized manner that facilitates an efficient review of the costs incurred and funds
4 received in order to give COUNTY a complete and clear understanding of the accounting
5 thereof. All of such CONTRACTOR's books, accounts and records shall be subject to public
6 disclosure as provided in the EMS PROVIDER Agreement (including any future amendments
7 thereto), which shall and will be incorporated herein by this reference, as though each and every
8 of such terms are set forth herein below.

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

14 **13. AUDITS AND INSPECTIONS**

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

21 B. If this Agreement exceeds Ten Thousand and No/100 Dollars
22 (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State
23 Auditor for a period of three (3) years after final payment under contract (Government Code
24 Section 8546.7).

25 **14. FORCE MAJEURE**

26 A. If either party hereto is rendered unable, wholly or in part, by Force
27 Majeure to carry out its obligations under this Agreement, that party shall give to the other
28 party hereto prompt written notice of the Force Majeure with full particulars relating thereto.

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

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

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

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

18 **15. NOTICES**

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

21 COUNTY

22 Director, County of Fresno
23 Department of Public Health
24 P.O. Box 11867
25 Fresno, CA 93775

CONTRACTOR

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

26 B. Any and all notices between COUNTY and CONTRACTOR provided for
27 or permitted under this Agreement or by law shall be in writing and shall be deemed duly served
28 when personally delivered to one of the parties hereto, or in lieu of such personal service, when

1 deposited in the United States Mail, postage prepaid, addressed to such party, except for notices
2 of termination, which are effective upon receipt. Notices under this Agreement are not
3 modifications to this Agreement.

4 **16. GOVERNING LAW**

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

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

10 **17. SEVERABILITY**

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

13 **18. ENTIRE AGREEMENT**

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

23 **19. NO THIRD PARTY BENEFICIARIES**

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

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

K.W.P.H. ENTERPRISES, dba
AMERICAN AMBULANCE

By 

President, K.W.P.H. Enterprises

Print Name: Todd R. Valeri

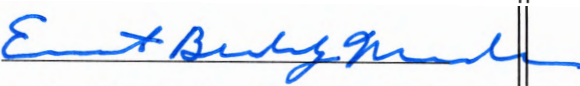
By 

Print Name: Erik S. Peterson

Title: Corporate Secretary
Chief Financial Officer or Corporate
Secretary to K.W.P.H. Enterprises
d.b.a. American Ambulance,
a California Corporation

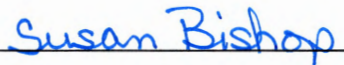
Mailing Address:
2911 E. Tulare St.
Fresno, CA 93721

COUNTY OF FRESNO

By 

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno

By: 
Deputy

Fund/Subclass: 0001/10000
Organization #: 56201693
Account #: 7295

EXHIBIT A

Quarter	Dates of Service	Payment Amount	Payment Due Date
1	July 1, 2020 to September 30, 2020	\$3,215.00	15-Oct-20
2	October 1, 2020 to December 31, 2020	\$3,215.00	15-Jan-21
3	January 2021 to March 31, 2021	\$3,215.00	15-Apr-21
4	April 1, 2021 to June 30, 2021	\$3,215.00	15-Jul-21
5	July 1, 2021 to September 30, 2021	\$3,311.50	15-Oct-21
6	October 1, 2021 to December 31, 2021	\$3,311.50	15-Jan-22
7	January 1, 2022 to March 31, 2022	\$3,311.50	15-Apr-22
8	April 1, 2022 to June 30, 2022	\$3,311.50	15-Jul-22
9	July 1, 2022 to September 30, 2022	\$3,411.00	15-Oct-22
10	October 1, 2022 to December 31, 2022	\$3,411.00	15-Jan-23
11	January 1, 2023 to March 31, 2023	\$3,411.00	15-Apr-23
12	April 1, 2023 to June 30, 2023	\$3,411.00	15-Jul-23

EXHIBIT B

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

(1) Company Board Member Information:

Name:		Date:	
--------------	--	--------------	--

Job Title:			
-------------------	--	--	--

(2) Company/Agency Name and Address:

--

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

--

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

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(5) Authorized Signature

Signature:		Date:	
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