

1 **FOURTH AMENDMENT TO AGREEMENT**

2 THIS FOURTH AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and
3 entered into this ____ day of _____, 2025, by and between COUNTY OF FRESNO, a Political
4 Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and K.W.P.H.
5 Enterprises a California Corporation, doing business as AMERICAN AMBULANCE, whose address is
6 2911 E Tulare St. Fresno, CA 93721 (hereinafter "CONTRACTOR").

7 **WITNESSETH:**

8 WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 17-218, dated May
9 16, 2017 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide emergency
10 ambulance services to COUNTY; and

11 WHEREAS COUNTY's local emergency medical services agency ("EMS Agency") duly
12 established the Fresno County Emergency Medical Services Exclusive Operating Area for the
13 exclusive provision of emergency ambulance services; and

14 WHEREAS, the Agreement was amended for the first time on October 20, 2020, identified as
15 County Agreement 17-218-1; and

16 WHEREAS, the Agreement was amended for the second time on June 08, 2021, identified as
17 County Agreement 17-218-2; and

18 WHEREAS, the Agreement was amended for the third time on August 23, 2022, identified as
19 County Agreement 22-374; and

20 WHEREAS, on June 23 , 2025 CONTRACTOR submitted to the COUNTY's EMS Agency
21 Director a written request to adjust user fee rates primarily due to increased monitoring fees costs
22 imposed by the EMS Agency, as a result of increasing County Information Technology costs.

23 WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to
24 raise the user fees charged for emergency ambulance services.

25 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which
26 is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

27 1. That the existing third amendment, County Agreement No. 22-374, Page Two (2),
28 beginning with Paragraph One (1), Line One (1) with the word "The" and ending on Line Fourteen (14)

with the word “minutes”, be deleted and the following inserted in its place:

“The maximum allowable fees that Contractor may charge patients for services under the Agreement are limited to the following fees.

a. BLS Rate	\$1,319.70
b. BLS Emergency Base Rate	\$2,059.70
c. ALS1 Base Rate	\$1,566.70
d. ALS1 Emergency Base Rate	\$2,429.70
e. ALS2 Base Rate	\$2,821.95
f. Paramedic Intercept	\$1,741.25
g. Critical Care Transport	\$3,319.45
h. Mileage (rate per mile)	\$49.00 per loaded mile
i. Non-Transport – ALS Treatment Fee	\$500
j. Non-Transport – Ambulance Treatment Fee	\$200
k. Stand-by rate (waiting with patient)	\$40.00/15 minutes
l. Special Event Stand-by (dedicated unit)	\$50.00/15 minutes”

2. The parties agree that this Amendment may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Amendment to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten signature of the person signing this Amendment for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely

1 upon that representation. This Amendment is not conditioned upon the parties conducting the
2 transactions under it by electronic means and either party may sign this Amendment with an original
3 handwritten signature.

4 3. The Parties agree that this Fourth Amendment is sufficient to amend the Agreement, as
5 previously amended, and that upon execution of this Fourth Amendment, the Agreement, First
6 Amendment, Second Amendment, Third Amendment, and this Fourth Amendment together shall be
7 considered the Agreement.

8 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
9 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
10 in full force and effect.

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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

COUNTY OF FRESNO

K.W.P.H. Enterprises, dba American
Ambulance



(Authorized Signature)

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

Todd Valeri, CEO
Print Name & Title



(Authorized Signature)

ATTEST:

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

Erik Peterson, Corporate Secretary
Print Name & Title
Chief Financial Officer or Corporate Secretary

By: _____
Deputy

Mailing Address
2911 E. Tulare St
Fresno, CA 93721

FOR ACCOUNTING USE ONLY:

Fund: 0001
Subclass: 10000
ORG: 56201695
Account: 7295