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AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of September, 2017, 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"), as amended, by and between COUNTY and PROVIDER; and

WHEREAS, Sierra Ambulance Service, Inc. ("SIERRA") desires to receive EMS Dispatch Services from COUNTY's EMS Communications Center, which includes receipt and processing of requests for ambulance services, provision of pre-arrival instructions, dispatch of appropriate ambulances, and notification of first responder agencies, when necessary (collectively, "EMS Dispatch Services"); and

WHEREAS, CONTRACTOR desires to provide dispatching services for SIERRA; and

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

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

1. SERVICES

A. Subject to SIERRA's timely paying COUNTY for EMS Dispatching Services (defined in Section 4.A. of the SIERRA-COUNTY Agreement) under the SIERRA-COUNTY Agreement:

(1) COUNTY shall obtain and maintain the dispatching equipment, hardware, software (including software licenses), and other technologies, which will be utilized

1 for the triage and entry of information for EMS Dispatching Services in COUNTY's EMS
2 Communications Center computer aided dispatch ("CAD") system; and

3 (2) COUNTY shall be responsible for selection, configuration,
4 installation, and maintenance of all dispatching equipment, hardware, software and other
5 technologies associated with this Agreement. All dispatching equipment, hardware, software
6 (including software licenses), and other technologies purchased and/or obtained through this
7 Agreement shall be the sole property of COUNTY.

8 (3) CONTRACTOR, shall provide EMS Dispatching Services
9 requiring responses by SIERRA as follows:

10 (a) CONTRACTOR shall provide all EMS Dispatching
11 Services in accordance with SIERRA's policies and procedures, which shall be approved by
12 COUNTY's EMS Director, or his or her designee (the "COUNTY's Representative").

13 (b) CONTRACTOR shall dispatch SIERRA's vehicles through
14 SIERRA's radios and electronic communications, and in accordance with SIERRA's and EMS
15 Agency policies and procedures.

16 (c) CONTRACTOR shall provide pre-arrival instructions to
17 callers requesting ambulance service responses in accordance with COUNTY's policies and
18 procedures.

19 (d) CONTRACTOR shall provide inter-agency coordination
20 regarding requests for EMS services, mutual aid and instant aid services, and order specialized
21 EMS equipment from SIERRA or other agencies (*e.g.*, supervisor, First responders, rescue
22 team, or "jaws of life") which may be needed to handle an incident, and perform other related
23 duties in accordance with SIERRA's and COUNTY's policies and procedures.

24 (e) CONTRACTOR shall track all activity of SIERRA's EMS
25 responses utilizing the COUNTY's EMS Communications Center CAD system.

26 (f) COUNTY shall provide one (1) radio operator for
27 dispatching of SIERRA's apparatuses twenty-four (24) hours a day, seven (7) days a week.
28 SIERRA understands that the radio operator is not dedicated for the sole purpose of SIERRA

1 and that the radio operator may be dispatching other fire and EMS providers.

2 (g) CONTRACTOR shall provide that a minimum of one (1)
3 dispatch supervisor shall be on duty at COUNTY's EMS Communications Center twenty-four
4 (24) hours a day, seven (7) days a week. The supervisor shall be available to SIERRA's
5 administration as needed.

6 (h) CONTRACTOR shall maintain an up-to-date manual of
7 SIERRA's policies and procedures (approved by COUNTY's Representative, as provided
8 herein) for all dispatch staff, and shall provide for training and continuing education of dispatch
9 staff as needed.

10 (i) The goal for the immediate dispatch of a EMS apparatus, in
11 accordance with EMS approved dispatch protocols, and excluding multiple unit responses,
12 reassigned responses and other situations beyond the COUNTY's EMS Communications Center
13 control; shall be sixty (60) seconds. The dispatch time will be measured from the time the telephone
14 is answered by the call taker to the time the first EMS apparatus is alerted to the incident either by
15 radio, telephone, pager, or station alerting device. A review shall occur for all cases in which
16 dispatches are over ninety (90) seconds and results will be evaluated for improvement opportunities
17 by the EMS Dispatch Continuous Quality Improvement (CQI) Committee.

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

- 21 1. Calls not received through the 9-1-1 telephone
22 system.
- 23 2. Calls that do not immediately geo-verify in the CAD.
- 24 3. Calls in which the public safety answering points
25 (PSAP) dispatcher does not immediately transfer the
26 calling party.
- 27 4. Calls in which the reporting party is either unable or
28 unwilling to immediately provide all required

1 information as part of the call taking process (i.e., non-
2 English speaking, hysterical, or uncooperative).

- 3 5. Calls not meeting Priority 1 medical-aid criteria
4 during initial questioning.

5 B. It is understood by the parties hereto that (i) CONTRACTOR's provision
6 of EMS Dispatching Services herein does not include any CONTRACTOR or COUNTY
7 provision of EMS services, (ii) all EMS services for all EMS calls to be dispatched by
8 CONTRACTOR are to be provided by SIERRA pursuant to the SIERRA-COUNTY
9 Agreement, (iii) CONTRACTOR is providing EMS Dispatching Services herein on a non-
10 exclusive basis, (iv) COUNTY's compensation paid to CONTRACTOR for its performance of
11 EMS Dispatching Services herein is for supplemental services that are in addition to any other
12 services that CONTRACTOR provides, and for which CONTRACTOR acknowledges that
13 CONTRACTOR is paid in accordance with the EMS PROVIDER Agreement, and (v)
14 CONTRACTOR shall first obtain COUNTY's written permission to provide any other
15 dispatching services through the COUNTY's EMS Communications Center. Notwithstanding
16 anything stated to the contrary herein, CONTRACTOR covenants, warrants, and represents to
17 COUNTY that (i) Any funds that COUNTY may pay to CONTRACTOR, or that
18 CONTRACTOR otherwise may collect from performing service in connection with the EMS
19 PROVIDER Agreement, including, but not limited to, COUNTY compensation and
20 CONTRACTOR's fees and charges for services rendered to patients, shall not be diverted or
21 otherwise used, either directly or indirectly, by CONTRACTOR to subsidize CONTRACTOR's
22 performance of this Agreement, and (ii) CONTRACTOR shall not directly or indirectly charge
23 any costs or expenses incurred in connection with the performance of this Agreement to any of
24 CONTRACTOR's other operations for or approved by COUNTY, including but not limited to
25 CONTRACTOR's operations in the COUNTY's EMS Communications Center for COUNTY
26 under the EMS PROVIDER Agreement and/or for other COUNTY-approved agencies (e.g.,
27 agencies that may be outside of Fresno County such as the County of Kings or cities or special
28 districts, if any, within Fresno County).

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

6 D. COUNTY shall perform the following functions:

7 (1) COUNTY shall provide COUNTY-approved EMS Policies and
8 Procedures to CONTRACTOR.

9 (2) COUNTY shall assure that all calls in SIERRA's response area for
10 EMS services are immediately transferred to COUNTY's EMS Communications Center.

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

13 **2. TERM**

14 The term of this Agreement shall be for a period of one (1) year, commencing on
15 July 1, 2017 through June 30, 2018. This Agreement may be extended for one (1) additional
16 twelve (12) month period upon written approval of both parties no later than thirty (30) days
17 prior to the first day of the next twelve (12) month extension period. The Director of the
18 Department of Public Health or his or her designee is authorized to execute such written
19 approval on behalf of COUNTY.

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

22 **3. TERMINATION**

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

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

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

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

17 **4. COMPENSATION FOR SERVICES**

18 A. For CONTRACTOR's performance of EMS Dispatching Services herein,
19 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation
20 pursuant to Exhibit A, attached hereto and incorporated herein by this reference. In no event
21 shall compensation for COUNTY's performance of EMS Dispatching Services under this
22 Agreement be in excess of the amounts listed as follows:

23 (1) For the period of July 1, 2017 through June 30, 2018, the amount
24 of this Agreement shall not exceed Forty Four Thousand Two Hundred Forty and 00/100
25 Dollars (\$44,240.00).

26 (2) If the parties extend the agreement by one year as provided in
27 Section 2 of this Agreement, for the period of July 1, 2018 through June 30, 2019, the amount

1 of this Agreement shall not exceed Eighty Thousand Forty-Eight and No/100 Dollars
2 (\$80,048.00).

3 B. COUNTY's obligation to compensate CONTRACTOR herein is subject to
4 COUNTY receiving sufficient and timely payments of funds from SIERRA under the SIERRA-
5 COUNTY Agreement. Subject to the foregoing sentence, COUNTY, promptly following
6 COUNTY's receipt of such SIERRA funds, shall pay CONTRACTOR no later than the fifteenth
7 (15th) day of the month in which the services are provided by CONTRACTOR without the
8 necessity of CONTRACTOR submitting invoices to COUNTY. All payments shall be remitted
9 to CONTRACTOR at the following address: American Ambulance, 2911 East Tulare Street,
10 Fresno, CA 93721.

11 **5. INDEPENDENT CONTRACTOR**

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

25 B. Because of its status as an independent contractor, CONTRACTOR shall
26 have absolutely no right to employment rights and benefits available to COUNTY employees.
27 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
28 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely

1 responsible and save COUNTY harmless from all matters relating to payment of
2 CONTRACTOR's employees, including compliance with Social Security, withholding, and all
3 other regulations governing such matters. It is acknowledged that during the term of this
4 Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to
5 this Agreement.

6 **6. MODIFICATION**

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

9 **7. HOLD-HARMLESS**

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

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

1 SIERRA, including their respective officers, agents, or employees under this Agreement or under
2 the CITY-COUNTY Agreement.

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

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

10 **8. INSURANCE**

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

17 **9. CONFIDENTIALITY**

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

21 **10. NON-DISCRIMINATION**

22 During the performance of this Agreement, CONTRACTOR shall not unlawfully
23 discriminate against any employee or applicant for employment, or recipient of services,
24 because of race, religion, color, national origin, ancestry, physical disability, medical condition,
25 marital status, age or gender, pursuant to all applicable State of California and Federal statutes
26 and regulations.

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

28 This provision is only applicable if the CONTRACTOR is operating as a

1 corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the
2 CONTRACTOR changes its status to operate as a corporation.

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

11 **12. RECORDS**

12 A. Each party shall maintain its books, accounts and records in connection
13 with the respective services referred to under this Agreement. CONTRACTOR's books,
14 accounts and records of such services shall be kept separate and apart from CONTRACTOR's
15 other books, accounts and records of services kept in connection with the EMS PROVIDER
16 Agreement, and any other agreement entered into or approved by COUNTY. All of such
17 CONTRACTOR's books, accounts, and records shall be prepared and kept by CONTRACTOR
18 in an organized manner that facilitates an efficient review of the costs incurred and funds
19 received in order to give COUNTY a complete and clear understanding of the accounting
20 thereof. All of such CONTRACTOR's books, accounts and records shall be subject to public
21 disclosure as provided in the EMS PROVIDER Agreement (including any future amendments
22 thereto), which shall and will be incorporated herein by this reference, as though each and every
23 of such terms are set forth herein below.

24 ///

25 B. Each of the parties' books, accounts and records must be maintained for a
26 minimum of three (3) years. Such books, accounts and records must also be maintained a
27 minimum of three (3) years after the termination of this Agreement. The party generating the

1 books, accounts and records shall maintain ownership thereof upon termination of this
2 Agreement.

3 **13. AUDITS AND INSPECTIONS**

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

10 B. If this Agreement exceeds Ten Thousand and No/100 Dollars
11 (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State
12 Auditor for a period of three (3) years after final payment under contract (Government Code
13 Section 8546.7).

14 **14. FORCE MAJEURE**

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

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

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

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

7 **15. NOTICES**

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

10 COUNTY

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

CONTRACTOR

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

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

21 **16. GOVERNING LAW**

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

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

27 **17. SEVERABILITY**

28 The provisions of this Agreement are severable. The invalidity or

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

3 ATTEST:

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

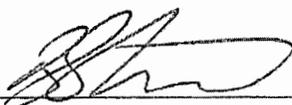
COUNTY OF FRESNO

6
7 By 
8 President, K.W.P.H. Enterprises

By 
Chairman, Board of Supervisors

9
10 Print Name: Todd Valeri
11 Date: 07/14/17

Date: September 12, 2017
ATTEST: BERNICE E. SEIDEL, Clerk
Board of Supervisors

12
13 By 
14 Print Name: Erik S. Peterson
15 Title: Corporate Secretary
16 Date: 7-14-17

By Judie Cyle, Deputy
Date: September 12, 2017

17
18 Chief Financial Officer or Corporate
19 Secretary to K.W.P.H. Enterprises
20 d.b.a. American Ambulance,
21 a California Corporation

22
23 Mailing Address:
24 2911 E. Tulare St.
25 Fresno, CA 93721

26
27 **PLEASE SEE ADDITIONAL**
28 **SIGNATURE PAGE ATTACHED**

EXHIBIT A

Payment	Month	Amount
1	July-17	\$ 1,266.00
2	August-17	\$ 1,266.00
3	September-17	\$ 1,266.00
4	October-17	\$ 1,266.00
5	November-17	\$ 4,897.00
6	December-17	\$ 4,897.00
7	January-18	\$ 4,897.00
8	February-18	\$ 4,897.00
9	March-18	\$ 4,897.00
10	April-18	\$ 4,897.00
11	May-18	\$ 4,897.00
12	June-18	\$ 4,897.00
13	July-18	\$ 6,670.66
14	August-18	\$ 6,670.66
15	September-18	\$ 6,670.66
16	October-18	\$ 6,670.66
17	November-18	\$ 6,670.67
18	December-18	\$ 6,670.67
19	January-19	\$ 6,670.67
20	February-19	\$ 6,670.67
21	March-19	\$ 6,670.67
22	April-19	\$ 6,670.67
23	May-19	\$ 6,670.67
24	June-19	\$ 6,670.67

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):			
(5) Authorized Signature			
Signature:		Date:	

