

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 the **SIERRA AMBULANCE SERVICE, INC.**, a non-profit public benefit corporation, whose address is P.O. Box 2307, Oakhurst, California 93644, hereinafter referred to as "SIERRA".

WITNESSETH:

WHEREAS, requests for ambulance services throughout Madera County are transferred by Madera County law and fire agencies to the COUNTY's Emergency Medical Services (EMS) Communications Center for emergency medical dispatch services; and

WHEREAS, COUNTY provides EMS dispatching services, including 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; and

WHEREAS, SIERRA has received EMS dispatch services since 2005 from the COUNTY's EMS Communications Center through a separate agreement between SIERRA and K.W.P.H. Enterprises, dba, American Ambulance; and

WHEREAS, COUNTY prefers to have a written EMS dispatch agreement with SIERRA for use of the COUNTY's EMS Communications Center in order to be consistent with all other users of the COUNTY's EMS Communications Center and to assure appropriate compensation is received for use of the COUNTY's EMS Communications Center; and

WHEREAS, SIERRA desires to receive EMS dispatching services from COUNTY's EMS Communications Center; and

WHEREAS, COUNTY's EMS Communications Center is staffed and operated by K.W.P.H. Enterprises, Inc., doing business as American Ambulance, a California corporation ("PROVIDER") through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance Services, dated May 16, 2017 (COUNTY Agreement No. A-17-218, "EMS PROVIDER Agreement"), as amended, by and between COUNTY and PROVIDER; and

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties

1 hereto agree as follows:

2 **1. SERVICES**

3 A. Subject to SIERRA timely paying COUNTY for EMS dispatching Services
4 (defined in Section 4 herein):

5 (1) COUNTY shall be responsible for the dispatching equipment, hardware,
6 software (including software licenses), and other technologies, which will be utilized for the triage and
7 entry of information for SIERRA's EMS dispatch services in COUNTY's EMS Communications Center
8 computer aided dispatch ("CAD") system, in connection with COUNTY's performance of its EMS
9 dispatch services for SIERRA under this Agreement. In the event that SIERRA requests additional
10 technologies, not currently available in COUNTY's EMS Communications Center, SIERRA shall be
11 solely responsible for all costs to purchase and maintain said technology and/or equipment; and

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

17 (3) COUNTY shall provide EMS dispatch services requiring responses by
18 SIERRA as follows:

19 (a) COUNTY's EMS Communication Center shall provide all EMS
20 dispatch services in accordance with SIERRA's policies and procedures affecting SIERRA under this
21 Agreement (to the extent that they do not conflict with EMS Agency policy and procedures).
22 SIERRA's policies and procedures shall be subject to review by COUNTY's EMS Director, or his or
23 her designee (the "COUNTY's Representative"), as provided in Section 1.C.(2) herein.

24 (b) COUNTY's EMS Communication Center shall dispatch SIERRA
25 ambulances through radio and electronic communications, and in accordance with SIERRA and EMS
26 Agency policies and procedures. SIERRA shall work collaboratively with COUNTY on policies and
27 procedures that are consistent with other agencies that are being dispatched in COUNTY's EMS
28 Communications Center.

1 (c) COUNTY's EMS Communications Center shall provide pre-
2 arrival instructions to callers requesting EMS dispatch services.

3 (d) COUNTY's EMS Communications Center shall provide inter-
4 agency coordination regarding requests for EMS and first responder services, mutual aid and auto
5 aid services, and order specialized EMS related equipment from SIERRA or other agencies (e.g.,
6 supervisor, rescue team, or "jaws of life") which may be needed to manage an incident, and perform
7 other related duties.

8 (e) COUNTY's EMS Communications Center shall track all activity of
9 SIERRA's ambulances and supervisor vehicles utilizing the COUNTY's EMS Communications Center
10 CAD system.

11 (f) COUNTY shall record all telephone and radio transmissions and
12 provide instant playback as needed. COUNTY shall retain recordings for a minimum of one-hundred
13 eighty (180) days.

14 (g) COUNTY shall provide reports to SIERRA as requested.
15 COUNTY must be given sufficient time to develop custom adhoc reports or reports that are not
16 already developed.

17 (h) COUNTY shall provide one (1) radio operator for dispatching of
18 SIERRA's ambulances and equipment twenty-four (24) hours a day, seven (7) days a week. SIERRA
19 understands that the radio operator is not dedicated for the sole purpose of SIERRA and that the
20 radio operator may be dispatching other fire and EMS providers. COUNTY shall provide that
21 dispatch staff shall be trained in emergency medical dispatch.

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

25 (j) COUNTY shall maintain an up-to-date manual of SIERRA's
26 policies and procedures for all dispatch staff, and shall provide for training and continuing education
27 of dispatch staff as needed.

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1 (k) The goal for the immediate dispatch of an ambulance, in
2 accordance with COUNTY's dispatch protocols, and excluding multiple unit responses, reassigned
3 responses and other situations beyond the COUNTY's EMS Communications Center control, shall be
4 sixty (60) seconds. The dispatch time will be measured from the time the telephone is answered by the
5 call taker to the time the first ambulance is alerted to the incident either by radio, telephone, pager or
6 station alerting device. A review shall occur for all cases in which dispatches are over ninety (90)
7 seconds, and results will be evaluated for improvement opportunities by the EMS Dispatch Continuous
8 Quality Improvement (CQI) Committee.

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

- 12 1. Calls not received through the 9-1-1 telephone system.
- 13 2. Calls that do not immediately geo-verify in the CAD.
- 14 3. Calls in which the public safety answering points dispatcher
15 does not immediately transfer the calling party.
- 16 4. Calls in which the reporting party is either unable or unwilling
17 to immediately provide all required information as part of the
18 call taking process (i.e., non-English speaking, hysterical, or
19 uncooperative).

20 B. It is understood by the parties hereto that COUNTY's provision of EMS dispatch
21 services herein does not include any COUNTY provision of ambulance services, and that COUNTY is
22 providing EMS dispatch services herein to SIERRA on a non-exclusive basis.

23 C. SIERRA shall perform the following functions:

24 (1) SIERRA shall provide ambulance services for all incidents dispatched by
25 COUNTY's EMS Communications Center that require the response of an ambulance.

26 (2) SIERRA shall consult with COUNTY's Representative in developing
27 SIERRA policies and procedures as it relates to EMS dispatching. SIERRA shall not approve
28 SIERRA policies and procedures relating to dispatch until first having conferred with COUNTY's

1 Representative and such representative agrees that such policies and procedures are not
2 inconsistent with the COUNTY's EMS Communication Center's Policies and Procedures, and that
3 SIERRA's policies and procedures do not create additional workload for staff or impact other
4 programs in the COUNTY's EMS Communications Center.

5 (3) SIERRA shall provide continuing education and training to COUNTY's
6 EMS Communications Center radio operators and staff regarding the dispatching and management
7 of SIERRA resources, as needed.

8 (4) SIERRA shall assure that all calls to SIERRA for ambulance service are
9 immediately transferred to COUNTY's EMS Communications Center.

10 (5) SIERRA agrees to participate in an internal quality improvement
11 program, which includes the participation of COUNTY and SIERRA.

12 (6) SIERRA shall be responsible for the provision and maintenance of all
13 radio and computer equipment in SIERRA ambulances and vehicles.

14 **2. TERM**

15 A. This Agreement shall become effective on 1st day of July, 2020 and shall
16 continue in full force and effect, and terminate on the 30th day of June, 2023 at 11:59 P.M., unless
17 sooner terminated as provided herein.

18 B. Upon the termination of this Agreement, COUNTY shall promptly provide
19 SIERRA with the data generated through the EMS dispatch services provided herein in a commonly
20 usable electronic format.

21 **3. TERMINATION**

22 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
23 provided hereunder, are contingent on the approval of funds by the appropriating governmental
24 agency, provided however, should sufficient funds not be allocated, (i) the services provided may be
25 modified at any time upon the parties' mutual written agreement, or (ii) this Agreement may be
26 terminated at any time by SIERRA giving at least ninety (90) days' advance written notice of an
27 intention to terminate to the other party.

28 B. Without Cause - Under circumstances other than those set forth above, this

1 Agreement may be terminated by SIERRA or COUNTY upon the giving of at least ninety (90) days'
2 advance written notice of an intention to terminate to the other party.

3 C. Material Breach - Either party may terminate this Agreement at any time for
4 cause for the other party's material breach of its obligations herein if not less than thirty (30) days'
5 advance, written notice has been given to the other party and such breach remains uncured within
6 that thirty (30) day period. The party receiving such notice may respond to said notice and any
7 charges contained therein within that thirty (30) day period.

8 D. SIERRA shall compensate or provide funding to COUNTY for any services
9 performed or costs incurred under this Agreement prior to any termination of this Agreement.

10 **4. COMPENSATION FOR SERVICES**

11 A. For COUNTY's performance of EMS dispatch services herein, SIERRA agrees
12 to pay COUNTY and COUNTY agrees to receive compensation pursuant to Schedule A, attached
13 hereto and incorporated herein by this reference. In no event shall compensation for COUNTY's
14 performance of EMS dispatch services under this Agreement be in excess of the amounts listed as
15 follows:

16 (1) For the period of July 1, 2020 through June 30, 2021, the amount of this
17 Agreement shall not exceed Ninety-Seven Thousand Two Hundred Thirty-Six and 00/100 Dollars
18 (\$97,236.00).

19 (2) For the period of July 1, 2021 through June 30, 2022, the amount of this
20 Agreement shall not exceed One Hundred Thousand One Hundred Fifty-Two and 00/100 Dollars
21 (\$100,152.00).

22 (3) For the period of July 1, 2022 through June 30, 2023, the amount of this
23 Agreement shall not exceed One Hundred Thousand One Hundred Fifty-Two and 00/100 Dollars
24 (\$100,152.00).

25 B. Payments by SIERRA shall be in arrears, for services provided during the
26 preceding month, within forty-five (45) days after receipt and verification of COUNTY'S invoices by
27 SIERRA. All payments shall be remitted to COUNTY at the following address: County of Fresno,
28 Department of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno,

1 California, 93775.

2 **5. INVOICING**

3 COUNTY shall invoice SIERRA monthly, addressed to Sierra Ambulance Service, P.O. Box
4 2307, Oakhurst, California 93644.

5 **6. INDEPENDENT CONTRACTOR**

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

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

25 In performance of the work, duties and obligations assumed by SIERRA under this Agreement,
26 it is mutually understood and agreed that SIERRA, including any and all of the SIERRA'S officers,
27 agents, and employees will at all times be acting and performing as an independent contractor, and
28 shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,

1 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise
2 or direct the manner or method by which SIERRA shall perform its work and function. However,
3 COUNTY shall retain the right to administer this Agreement so as to verify that SIERRA is performing its
4 obligations in accordance with the terms and conditions thereof.

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

12 **7. MODIFICATION**

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

15 **8. HOLD-HARMLESS**

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

24 B. COUNTY agrees to indemnify, save, hold harmless, and at SIERRA's request,
25 defend SIERRA, including its officers, agents, and employees from any and all costs and expenses
26 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
27 SIERRA in connection with the performance, or failure to perform, by COUNTY, including its officers,
28 agents, employees or PROVIDER, under this Agreement, and from any and all costs and expenses

1 (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to
2 any person, firm, or corporation who may be injured or damaged by the performance, or failure to
3 perform, of COUNTY, including its officers, agents, employees or PROVIDER under this Agreement.

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

10 D. This Section 8 shall survive termination or expiration of this Agreement.

11 **9. INSURANCE**

12 Without limiting the indemnification of each party as stated in Section 8 above, it is understood
13 and agreed that SIERRA and COUNTY shall each maintain, at their sole expense, the following
14 insurance policies or self-insurance programs including, but not limited to, an insurance pooling
15 arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of
16 this agreement. Coverage shall be provided for comprehensive general liability, automobile liability,
17 professional liability, and workers' compensation exposure. Each party will provide the other party
18 with an appropriate Commercial General Liability insurance certificate with limits of not less than Two
19 Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
20 (\$4,000,000) along with an appropriate endorsement naming the other party as an additional insured
21 on the Commercial General Liability policy. .

22 Additional Requirements Relating to Insurance

23 SIERRA shall obtain endorsements to the Commercial General Liability insurance
24 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
25 additional insured, but only insofar as the operations under this Agreement are concerned. Such
26 coverage for additional insured shall apply as primary insurance and any other insurance, or
27 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and
28 not contributing with insurance provided under SIERRA's policies herein. This insurance shall not be

1 cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

2 SIERRA hereby waives its right to recover from COUNTY, its officers, agents, and
3 employees any amounts paid by the policy of worker's compensation insurance required by this
4 Agreement. SIERRA is solely responsible to obtain any endorsement to such policy that may be
5 necessary to accomplish such waiver of subrogation, but SIERRA's waiver of subrogation under this
6 paragraph is effective whether or not SIERRA obtains such an endorsement.

7 Within thirty (30) days from the date SIERRA signs this Agreement, SIERRA shall
8 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
9 required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA
10 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained
11 and are in full force; that the County of Fresno, its officers, agents and employees will not be
12 responsible for any premiums on the policies; that for such worker's compensation insurance the
13 SIERRA has waived its right to recover from the COUNTY, its officers, agents, and employees any
14 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy;
15 that such Commercial General Liability insurance names the County of Fresno, its officers, agents
16 and employees, individually and collectively, as additional insured, but only insofar as the operations
17 under this Agreement are concerned; that such coverage for additional insured shall apply as primary
18 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
19 and employees, shall be excess only and not contributing with insurance provided under SIERRA's
20 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty
21 (30) days advance, written notice given to COUNTY.

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23
24 In the event SIERRA fails to keep in effect at all times insurance coverage as herein provided,
25 the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement
26 upon the occurrence of such event. All policies shall be with admitted insurers licensed to do
27 business in the State of California. Insurance purchased shall be purchased from companies
28 possessing a current A.M. Best, Inc. rating of A FSC VII or better.

1 COUNTY shall cause SIERRA to maintain insurance coverage that is consistent with the
2 requirements of this Agreement, and COUNTY will cause PROVIDER to submit to SIERRA the
3 necessary Certificates of Insurance and endorsements.

4 **10. CONFIDENTIALITY**

5 All services performed by COUNTY under this Agreement shall be in strict conformance
6 with all applicable Federal, State of California and/or local laws and regulations relating to
7 confidentiality.

8 **11. NON-DISCRIMINATION**

9 During the performance of this Agreement, neither party shall unlawfully discriminate
10 against any employee or applicant for employment, or recipient of services, because of race, religion,
11 color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital
12 status, age or gender, pursuant to all applicable State of California and Federal statutes and
13 regulations.

14 **12. RECORDS**

15 Each party shall maintain its records in connection with the respective services referred
16 to under this Agreement. Such records must be maintained for a minimum of three (3) years.
17 Records must also be maintained a minimum of three (3) years after the termination of this
18 Agreement. The party generating the records shall maintain ownership of the records upon
19 termination of this Agreement.

20 **13. AUDITS AND INSPECTIONS**

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

26 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), COUNTY
27 shall be subject to the examination and audit of the State Auditor for a period of three (3) years after
28 final payment under contract (Government Code section 8546.7).

1 **14. PROVIDER**

2 The parties hereto acknowledge that PROVIDER, or its replacement, if any during the
3 term of the PROVIDER Agreement, will carry out COUNTY's provision of dispatching services herein.
4 In the event of any such replacement of PROVIDER, the replacement EMS Provider Agreement will
5 be on substantially the same terms as the EMS Provider Agreement to the extent that it concerns this
6 Agreement, as provided herein.

7 **15. FORCE MAJEURE**

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

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

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

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

28 **16. NOTICES**

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

3 COUNTY

4 Director, County of Fresno
5 Department of Public Health
6 P.O. Box 11867
7 Fresno, CA 93775

8 SIERRA

9 Sierra Ambulance Service
10 General Manager
11 P.O. Box 2307
12 Oakhurst, California 93644

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

18 **17. GOVERNING LAW**

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

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

23 **18. SEVERABILITY**

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

26 **19. NO THIRD PARTY BENEFICIARIES**

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

20. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

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

 Members of Contractor's Board of Directors shall disclose any self-dealing transactions that
they are a party to while Contractor is providing goods or performing services under this Agreement.

1 A self-dealing transaction shall mean a transaction to which Contractor is a party and in which one or
2 more of its directors has a material financial interest. Members of the Board of Directors shall disclose
3 any self-dealing transactions that they are a party to by completing and signing a *Self-Dealing*
4 *Transaction Disclosure Form*, attached hereto as Exhibit B and by this reference incorporated herein,
5 and submitting it to County prior to commencing with the self-dealing transaction or immediately
6 thereafter.

7 **21. ENTIRE AGREEMENT**

8 This Agreement constitutes the entire agreement between SIERRA and COUNTY with
9 respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
10 commitments, writings, advertisements, publications, and understandings of any nature whatsoever
11 unless expressly included in this Agreement. This Agreement may be executed in several
12 counterparts by the parties hereto, in which case, all of such executed duplicate counterpart originals
13 thereof, taken together, shall be deemed to be one and the same legal instrument.

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

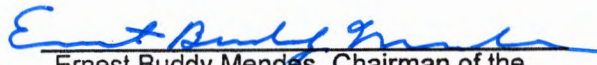
3 **CONTRACTOR**

4 
5 _____
(Authorized Signature)

6 Dan Rake, President
7 Print Name & Title

8 Sierra Ambulance
9 _____
PO Box 2307
10 _____
Oakhurst, CA 93644
11 Mailing Address

COUNTY OF FRESNO


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

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

14
15 By: Susan Bishop
Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 ORG No.:56201693
18 Account No.: 5039

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EXHIBIT A

Payment	Month	Payment Amount
1	Jul 2020	\$8,103.00
2	Aug 2020	\$8,103.00
3	Sep 2020	\$8,103.00
4	Oct 2020	\$8,103.00
5	Nov 2020	\$8,103.00
6	Dec 2020	\$8,103.00
7	Jan 2021	\$8,103.00
8	Feb 2021	\$8,103.00
9	Mar 2021	\$8,103.00
10	Apr 2021	\$8,103.00
11	May 2021	\$8,103.00
12	Jun 2021	\$8,103.00
13	Jul 2021	\$8,346.00
14	Aug 2021	\$8,346.00
15	Sep 2021	\$8,346.00
16	Oct 2021	\$8,346.00
17	Nov 2021	\$8,346.00
18	Dec 2021	\$8,346.00
19	Jan 2022	\$8,346.00
20	Feb 2022	\$8,346.00
21	Mar 2022	\$8,346.00
22	Apr 2022	\$8,346.00
23	May 2022	\$8,346.00
24	Jun 2022	\$8,346.00
25	Jul 2022	\$8,346.00
26	Aug 2022	\$8,346.00
27	Sep 2022	\$8,346.00
28	Oct 2022	\$8,346.00
29	Nov 2022	\$8,346.00
30	Dec 2022	\$8,346.00
31	Jan 2023	\$8,346.00
32	Feb 2023	\$8,346.00
33	Mar 2023	\$8,346.00
34	Apr 2023	\$8,346.00
35	May 2023	\$8,346.00
36	Jun 2023	\$8,346.00

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).

Mail the completed form to:

County of Fresno
Attn: Lease Services (L-305)
Internal Services Department
2220 Tulare Street, Suite 2100
Fresno, CA 93721-2106

(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:	