

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of February , 2022, 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"), including amendments, by and between COUNTY and PROVIDER; and

WHEREAS, City of Hanford ("CITY") 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, 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 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 CITY; and

WHEREAS, CITY and COUNTY intend to enter into an agreement for the provision of FIRE Dispatching Services by COUNTY (the "CITY-COUNTY Agreement"); and

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

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

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1 **1. SERVICES**

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

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

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

14 (3) CONTRACTOR shall provide FIRE Dispatching Services requiring
15 responses by CITY fire apparatuses as follows:

16 (a) CONTRACTOR shall provide all FIRE Dispatching Services in
17 accordance with CITY Fire Policies and Procedures (“CITY’s Policies and Procedures”), which shall
18 be approved by COUNTY’s EMS Director, or designee (the “COUNTY’s Representative”).

19 (b) CONTRACTOR shall dispatch fire apparatuses through CITY’s
20 radios and electronic communications, and in accordance with CITY’s Policies and Procedures
21 approved by COUNTY’s Representative.

22 (c) CONTRACTOR shall provide pre-arrival instructions to callers
23 requesting fire suppression service responses in accordance with CITY’s Policies and Procedures
24 approved by COUNTY’s Representative.

25 (d) CONTRACTOR shall provide inter-agency coordination
26 regarding requests for fire suppression service, mutual aid and instant aid services, and order
27 specialized fire equipment from CITY or other agencies (e.g., hazardous materials equipment, or “jaws
28 of life”) which may be needed to handle an incident, and perform other related duties in accordance

1 with CITY's Policies and Procedures approved by COUNTY's Representative.

2 (e) CONTRACTOR shall track all activity of CITY's fire apparatuses
3 responses utilizing the COUNTY's EMS Communications Center computer aided dispatch (CAD)
4 system.

5 (f) CONTRACTOR shall assist COUNTY in the development of
6 processes which assist in dispatching to CITY automatic aid agreements to include those agencies
7 outside the COUNTY's EMS Communications Center.

8 (g) CONTRACTOR shall provide notification to chief officers and
9 duty officers as needed for applicable emergency incidents using phone, email, text or other
10 contemporary method of messaging according to dispatch policy.

11 (h) CONTRACTOR shall provide a radio operator to dispatch
12 CITY's fire apparatuses twenty-four (24) hours a day, seven (7) days a week, meeting the one hundred
13 and twenty (120) second total Alarm Handling (TAH) as outlined below. Under this agreement,
14 CONTRACTOR will be compensated by COUNTY for CITY's prorated cost of share of a dedicated
15 radio operator to CITY'S radio channel for twenty-four (24) consecutive hours each day. The intent of
16 this Agreement and the CITY-COUNTY Agreement is to combine dispatch services of CITY FIRE
17 with dispatch services of another fire department to create a dedicated 24-hour radio operator that is
18 committed to both departments. In the event that CITY or other department no longer desires this
19 arrangement, the compensation listed in Schedule A of this Agreement shall be renegotiated to reflect
20 the cost of services based on the CITY's new prorated cost share.

21 (i) CONTRACTOR shall provide that dispatch staff shall be trained
22 at the National Academy of Emergency Dispatch at the Emergency Fire Dispatcher level or substitute
23 training with approval of CITY.

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

28 (k) CONTRACTOR shall maintain an up-to-date manual of CITY's

1 Policies and Procedures (approved by COUNTY's Representative, as provided herein) for all dispatch
2 staff, and shall provide for training and continuing education of dispatch staff as needed.

3 (l) It is the intent of both parties to achieve the recommendations
4 outlined in the National Fire Protection Association ("NFPA") Standard 1221 for the immediate dispatch
5 of a fire apparatus. The Total Alarm Handling (TAH) time will be measured from the time the telephone
6 is answered by the call taker at EMS Communications Center to the time that the first fire apparatus is
7 alerted to the incident either by radio, telephone, station alerting device or any other mutually agreed
8 upon method of alerting. The TAH times shall be one hundred and twenty (120) seconds or less in a
9 minimum of ninety percent (90%) of incidents. The TAH time measurement will exclude reassigned
10 responses and other situations beyond the COUNTY's EMS Communications Center control. COUNTY
11 shall review all cases in which dispatches are over one hundred and twenty (120) seconds, and results will
12 be evaluated for improvement opportunities by the Fire Dispatch Continuous Quality Improvement
13 ("CQI") Committee. The Parties agree to meet and confer to refine the list of situations stated
14 hereinabove where one hundred and twenty (120)-second call processing may not be achievable.
15 Modifications may be made to said list of situations upon written mutual agreement between COUNTY's
16 EMS Director or designee, and CITY's Fire Chief or designee.

17 B. It is understood by the parties hereto that (i) CONTRACTOR's provision of
18 FIRE Dispatching Services herein does not include any CONTRACTOR or COUNTY provision of
19 fire suppression services, (ii) all fire suppression services for all fire suppression calls to be dispatched
20 by CONTRACTOR are to be provided by CITY pursuant to the CITY-COUNTY Agreement, (iii)
21 CONTRACTOR is providing FIRE Dispatching Services herein on a non-exclusive basis, (iv)
22 COUNTY's compensation paid to CONTRACTOR for its performance of FIRE Dispatching Services
23 herein is for supplemental services that are in addition to any other services that CONTRACTOR
24 provides, and for which CONTRACTOR acknowledges that CONTRACTOR is paid in accordance
25 with the EMS PROVIDER Agreement, and (v) CONTRACTOR shall first obtain COUNTY's written
26 permission to provide any other dispatching services through the COUNTY's EMS Communications
27 Center. Notwithstanding anything stated to the contrary herein, CONTRACTOR covenants, warrants,
28 and represents to COUNTY that (i) any funds that COUNTY may pay to CONTRACTOR, or that

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

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

16 D. COUNTY shall perform the following functions:

17 (1) COUNTY shall provide COUNTY-approved CITY Policies and
18 Procedures to CONTRACTOR.

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

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

23 **2. TERM**

24 A. The term of this Agreement shall be for a period of two (2) years and four (4)
25 months, commencing on March 14, 2022 through and including June 30, 2024, unless sooner
26 terminated under Section 3.

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

1 (1) For the period of March 14, 2022 through June 30, 2022, the amount of
2 this Agreement shall not exceed Fifty-Nine Thousand, One Hundred Fifty-Four and 00/100 Dollars
3 (\$59,154.00).

4 (2) For the period of July 1, 2022 through June 30, 2023, the amount of this
5 Agreement shall not exceed Two Hundred One Thousand, Two Hundred Forty and 00/100 Dollars
6 (\$201,240.00).

7 (3) For the period of July 1, 2023 through June 30, 2024, the amount of this
8 Agreement shall not exceed Two Hundred Four Thousand, Two Hundred Eighty-Two and 00/100
9 Dollars (\$204,282.00).

10 B. In the event CONTRACTOR fails to comply with the performance standards
11 identified within this Agreement, COUNTY may begin to withhold Two Hundred Fifty and No/100
12 Dollars (\$250.00) per day until such time as the non-compliance has been corrected to the satisfaction
13 of the COUNTY EMS Director and the CONTRACTOR's President. COUNTY must provide
14 CONTRACTOR's President with a written notice of non-compliance. Said withholdings may begin
15 thirty (30) days after receipt of notice if non-compliance has not been cured.

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

23 **5. INDEPENDENT CONTRACTOR**

24 A. In performance of the work, duties, and obligations assumed by CONTRACTOR
25 under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and
26 all of CONTRACTOR's officers, agents, and employees will at all times be acting and performing as
27 an independent contractor, and shall act in an independent capacity and not as an officer, agent,
28 servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall

1 have no right to control or supervise or direct the manner or method by which CONTRACTOR shall
2 perform its work and function, except for CONTRACTOR's compliance with CITY's Policies and
3 Procedures, herein. However, COUNTY shall retain the right to administer this Agreement so as to
4 verify that 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 the
6 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
7 directly or indirectly the subject of this Agreement.

8 B. Because of its status as an independent contractor, CONTRACTOR shall have
9 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 employees
11 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
12 save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
13 including compliance with Social Security, withholding, and all other regulations governing such
14 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be
15 providing services to others unrelated to COUNTY or to this Agreement.

16 **6. MODIFICATION**

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

19 **7. HOLD-HARMLESS**

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

1 B. This Section 7 shall survive termination or expiration of this Agreement.

2 **8. INSURANCE**

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

9 **9. CONFIDENTIALITY**

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

13 **10. NON-DISCRIMINATION**

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

20 **11. RECORDS**

21 A. Each party shall maintain its books, accounts and records in connection with the
22 respective services referred to under this Agreement. CONTRACTOR's books, accounts and records
23 of such services shall be kept separate and apart from CONTRACTOR's other books, accounts and
24 records of services kept in connection with the EMS PROVIDER Agreement, and any other agreement
25 entered into or approved by COUNTY. All of such CONTRACTOR's books, accounts, and records
26 shall be prepared and kept by CONTRACTOR in an organized manner that facilitates an efficient
27 review of the costs incurred and funds received in order to give COUNTY a complete and clear
28 understanding of the accounting thereof. All of such CONTRACTOR's books, accounts and records

1 shall be subject to public disclosure as provided in the EMS PROVIDER Agreement (including any
2 future amendments thereto), which shall and will be incorporated herein by this reference, as though
3 each and every of such terms are set forth herein below.

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

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

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

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

20 **13. AUDITS AND INSPECTIONS**

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

26 B. If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
27 CONTRACTOR shall be subject to the examination and audit of the State

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1 Auditor for a period of three (3) years after final payment under contract (Government Code Section
2 8546.7).

3 **14. FORCE MAJEURE**

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

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

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

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

24 **15. NOTICES**

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

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1 COUNTY

CONTRACTOR

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

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

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

12 **16. GOVERNING LAW**

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

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

17 **17. SEVERABILITY**

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

20 **18. ENTIRE AGREEMENT**

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

1 **19. NO THIRD PARTY BENEFICIARIES**

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

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

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

7 
8 _____
9 President, K.W.P.H. Enterprises

10 Todd Valeri
11 _____
12 Print Name

13 01/13/2022
14 _____
15 Date


16 
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 Erik Peterson
23 _____
24 Print Name


25 01/13/2022
26 _____
27 Date

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

COUNTY OF FRESNO

29 
30 _____
31 Brian Pacheco, Chairman of the Board
32 of Supervisors of the County of Fresno

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

37 By: 
38 _____
39 Deputy

Schedule A

Payment	Period	Invoice Amount
1	Mar-2022	\$9,592.50
2	Apr-2022	\$16,520.50
3	May-2022	\$16,520.50
4	Jun-2022	\$16,520.50
5	Jul-2022	\$16,770.00
6	Aug-2022	\$16,770.00
7	Sep-2022	\$16,770.00
8	Oct-2022	\$16,770.00
9	Nov-2022	\$16,770.00
10	Dec-2022	\$16,770.00
11	Jan-2023	\$16,770.00
12	Feb-2023	\$16,770.00
13	Mar-2023	\$16,770.00
14	Apr-2023	\$16,770.00
15	May-2023	\$16,770.00
16	Jun-2023	\$16,770.00
17	Jul-2023	\$17,023.50
18	Aug-2023	\$17,023.50
19	Sep-2023	\$17,023.50
20	Oct-2023	\$17,023.50
21	Nov-2023	\$17,023.50
22	Dec-2023	\$17,023.50
23	Jan-2024	\$17,023.50
24	Feb-2024	\$17,023.50
25	Mar-2024	\$17,023.50
26	Apr-2024	\$17,023.50
27	May-2024	\$17,023.50
28	Jun-2024	\$17,023.50

Exhibit A

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).

Exhibit A

(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:	