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**AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of July, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **K.W.P.H. ENTERPRISES**, doing business as **AMERICAN AMBULANCE**, a California Corporation, whose address is 2911 East Tulare Street, Fresno, California 93721, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY's Emergency Medical Services ("EMS") Communications Center is staffed and operated by CONTRACTOR through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance Service and Advanced Life Support (Paramedic) Ambulance Service dated May 16, 2017 (COUNTY Agreement No. 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 for the triage and

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

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

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

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

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

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

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

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

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

28 (g) CONTRACTOR shall provide that a minimum of one (1) dispatch

1 supervisor shall be on duty at COUNTY's EMS Communications Center twenty-four (24) hours a day,  
2 seven (7) days a week. The supervisor shall be available to SIERRA's administration as needed.

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

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

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

- 17 1. Calls not received through the 9-1-1 telephone system.
- 18 2. Calls that do not immediately geo-verify in the CAD.
- 19 3. Calls in which the public safety answering points (PSAP)  
20 dispatcher does not immediately transfer the calling party.
- 21 4. Calls in which the reporting party is either unable or  
22 unwilling to immediately provide all required information as  
23 part of the call taking process (i.e., non-English speaking,  
24 hysterical, or uncooperative).
- 25 5. Calls not meeting Priority 1 medical-aid criteria during  
26 initial questioning.

27 B. It is understood by the parties hereto that:

28 (1) CONTRACTOR's provision of EMS Dispatching Services herein does not

1 include any CONTRACTOR or COUNTY provision of EMS services,

2 (2) All EMS services for all EMS calls to be dispatched by CONTRACTOR  
3 are to be provided by SIERRA pursuant to the SIERRA-COUNTY Agreement,

4 (3) CONTRACTOR is providing EMS Dispatching Services herein on a non-  
5 exclusive basis,

6 (4) COUNTY's compensation paid to CONTRACTOR for its performance of  
7 EMS Dispatching Services herein is for supplemental services that are in addition to any other services  
8 that CONTRACTOR provides, and for which CONTRACTOR acknowledges that CONTRACTOR is  
9 paid in accordance with the EMS PROVIDER Agreement, and

10 (5) CONTRACTOR shall first obtain COUNTY's written permission to  
11 provide any other dispatching services through the COUNTY's EMS Communications Center.

12 C. Notwithstanding anything stated to the contrary herein, CONTRACTOR  
13 covenants, warrants, and represents to COUNTY that

14 (1) Any funds that COUNTY may pay to CONTRACTOR, or that  
15 CONTRACTOR otherwise may collect from performing service in connection with the EMS  
16 PROVIDER Agreement, including, but not limited to, COUNTY compensation and CONTRACTOR's  
17 fees and charges for services rendered to patients, shall not be diverted or otherwise used, either directly  
18 or indirectly, by CONTRACTOR to subsidize CONTRACTOR's performance of this Agreement, and

19 (2) CONTRACTOR shall not directly or indirectly charge any costs or  
20 expenses incurred in connection with the performance of this Agreement to any of CONTRACTOR's  
21 other operations for or approved by COUNTY, including but not limited to CONTRACTOR's operations  
22 in the COUNTY's EMS Communications Center for COUNTY under the EMS PROVIDER Agreement  
23 and/or for other COUNTY-approved agencies (*e.g.*, agencies that may be outside of Fresno County such  
24 as the County of Kings or cities or special districts, if any, within Fresno County).

25 D. CONTRACTOR's performance of EMS Dispatching Services herein shall  
26 enhance CONTRACTOR's peak load capacity, disaster readiness and overall efficiency in providing  
27 dispatching services in COUNTY's EMS Communications Center, and shall not detract from  
28 CONTRACTOR's performance of its obligations under the EMS PROVIDER Agreement, or any other

1 agreement, if any, entered into or authorized by COUNTY.

2 E. COUNTY shall perform the following functions:

3 (1) COUNTY shall provide COUNTY-approved EMS Policies and Procedures  
4 to CONTRACTOR.

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

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

9 **2. TERM**

10 This Agreement shall become effective on the 1<sup>st</sup> day of July, 2020 and terminate on the  
11 30<sup>th</sup> day of June, 2023, unless sooner terminated as provided herein.

12 Notwithstanding anything stated to the contrary herein, this Agreement shall automatically  
13 terminate on any earlier date that the SIERRA-COUNTY Agreement terminates.

14 **3. TERMINATION**

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
16 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
17 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
18 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

19 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
20 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 21 1) An illegal or improper use of funds;  
22 2) A failure to comply with any term of this Agreement;  
23 3) A substantially incorrect or incomplete report submitted to the COUNTY;  
24 4) Improperly performed service.

25 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
26 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall  
27 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
28 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the

1 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of  
2 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR  
3 shall promptly refund any such funds upon demand.

4 C. Without Cause - Under circumstances other than those set forth above, this  
5 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
6 intention to terminate to CONTRACTOR.

7 **4. COMPENSATION FOR SERVICES**

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

13 (1) For the period of July 1, 2020 through June 30, 2021, the amount of this  
14 Agreement shall not exceed Eighty-Four Thousand Fifteen and 00/100 Dollars (\$84,015.00)

15 (2) For the period of July 1, 2021 through June 30, 2022, the amount of this  
16 Agreement shall not exceed Eighty-Six Thousand Five Hundred Thirty-Five and 00/100 Dollars  
17 (\$86,535).

18 (3) For the period of July 1, 2022 through June 30, 2023, the amount of this  
19 Agreement shall not exceed Eighty-Six Thousand Five Hundred Thirty-Five and 00/100 Dollars  
20 (\$86,535).

21 B. COUNTY's obligation to compensate CONTRACTOR herein is subject to  
22 COUNTY receiving sufficient and timely payments of funds from SIERRA under the SIERRA-  
23 COUNTY Agreement. Subject to the foregoing sentence, COUNTY, promptly following COUNTY's  
24 receipt of such SIERRA funds, shall pay CONTRACTOR no later than the fifteenth (15<sup>th</sup>) day of the  
25 month in which the services are provided by CONTRACTOR without the necessity of CONTRACTOR  
26 submitting invoices to COUNTY. All payments shall be remitted to CONTRACTOR at the following  
27 address: American Ambulance, 2911 East Tulare Street, Fresno, CA 93721.

28 **5. INDEPENDENT CONTRACTOR**

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

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

21           **6.     MODIFICATION**

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

24           **7.     HOLD-HARMLESS**

25           A.     CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,  
26 defend COUNTY and SIERRA, including their respective officers, agents, and employees from any and all  
27 costs and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or  
28 resulting to COUNTY or SIERRA (as applicable) in connection with the performance, or failure to perform,

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

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

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

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

22 **8. INSURANCE**

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



1           **9.       CONFIDENTIALITY**

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

5           **10.      NON-DISCRIMINATION**

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

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

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

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

22           **12.     RECORDS**

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

1 costs incurred and funds received in order to give COUNTY a complete and clear understanding of the  
2 accounting thereof. All of such CONTRACTOR's books, accounts and records shall be subject to public  
3 disclosure as provided in the EMS PROVIDER Agreement (including any future amendments thereto),  
4 which shall and will be incorporated herein by this reference, as though each and every of such terms are  
5 set forth herein below.

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

10 **13. AUDITS AND INSPECTIONS**

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

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

19 **14. FORCE MAJEURE**

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

26 B. During any period in which either party hereto is excused from performance by  
27 reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and  
28 in good faith take all reasonable action required in order for it to be able to promptly commence or resume

1 performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the  
2 party so excused from performance shall, during any such period of Force Majeure, take all reasonable  
3 action necessary to terminate any temporary restraining order or preliminary or permanent injunctions to  
4 enable it to so commence or resume performance of its obligations under this Agreement.

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

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

11 **15. NOTICES**

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

14 COUNTY

15 Director, County of Fresno  
16 Department of Public Health  
17 P.O. Box 11867  
18 Fresno, CA 93775

CONTRACTOR

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

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

24 **16. GOVERNING LAW**

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

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

1           **17.    SEVERABILITY**

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

4           **18.    ENTIRE AGREEMENT**

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

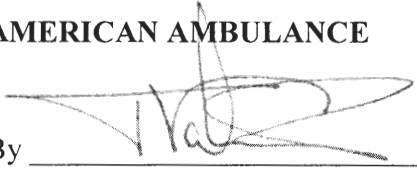
13           **19.    NO THIRD PARTY BENEFICIARIES**

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

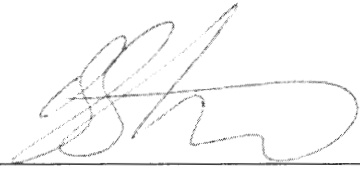
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
2 year first hereinabove written.

3  
4 **K.W.P.H. ENTERPRISES, dba**  
5 **AMERICAN AMBULANCE**

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

9  
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11  
12 Print Name: Todd R. Valeri

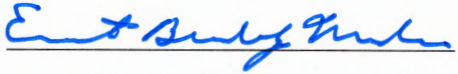
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15 By   
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17 Print Name: Erik S. Peterson  
18 Title: Corporate Secretary

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


24  
25 Mailing Address:  
26 2911 E. Tulare St.  
27 Fresno, CA 93721

**COUNTY OF FRESNO**

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

**ATTEST:**

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

By   
Deputy

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

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EXHIBIT A

Payment	Month	Payment Amount
1	Jul 2020	\$7,001.25
2	Aug 2020	\$7,001.25
3	Sep 2020	\$7,001.25
4	Oct 2020	\$7,001.25
5	Nov 2020	\$7,001.25
6	Dec 2020	\$7,001.25
7	Jan 2021	\$7,001.25
8	Feb 2021	\$7,001.25
9	Mar 2021	\$7,001.25
10	Apr 2021	\$7,001.25
11	May 2021	\$7,001.25
12	Jun 2021	\$7,001.25
13	Jul 2021	\$7,211.25
14	Aug 2021	\$7,211.25
15	Sep 2021	\$7,211.25
16	Oct 2021	\$7,211.25
17	Nov 2021	\$7,211.25
18	Dec 2021	\$7,211.25
19	Jan 2022	\$7,211.25
20	Feb 2022	\$7,211.25
21	Mar 2022	\$7,211.25
22	Apr 2022	\$7,211.25
23	May 2022	\$7,211.25
24	Jun 2022	\$7,211.25
25	Jul 2022	\$7,211.25
26	Aug 2022	\$7,211.25
27	Sep 2022	\$7,211.25
28	Oct 2022	\$7,211.25
29	Nov 2022	\$7,211.25
30	Dec 2022	\$7,211.25
31	Jan 2023	\$7,211.25
32	Feb 2023	\$7,211.25
33	Mar 2023	\$7,211.25
34	Apr 2023	\$7,211.25
35	May 2023	\$7,211.25
36	Jun 2023	\$7,211.25

1 **EXHIBIT B**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

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

10  
11 INSTRUCTIONS

- 12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being  
13 made.
- 14 (2) Enter the board member's company/agency name and address.
- 15 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the  
16 County. At a minimum, include a description of the following:
- 17 a. The name of the agency/company with which the corporation has the transaction; and  
18 b. The nature of the material financial interest in the Corporation's transaction that the  
19 board member has.
- 20 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable  
21 provisions of the Corporations Code.
- 22 (5) Form must be signed by the board member that is involved in the self-dealing  
23 transaction described in Sections (3) and (4).
- 24  
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28



**(1) Company Board Member Information:**

<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			

**(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**

<b>Signature:</b>		<b>Date:</b>	
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