Agreement No. 17-312

# **AGREEMENT**

THIS AGREEMENT is made and entered into this <u>20th</u> day of <u>June</u>, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the **CITY OF SANGER**, a Municipal Corporation, whose address is 1700 7<sup>th</sup> Street, Sanger, California 93657, hereinafter referred to as "CITY".

# WITNESSETH:

WHEREAS, CITY receives calls requesting CITY'S fire department ("CITY FIRE") for emergency services and emergency medical first responder services ("EMS");

WHEREAS, CITY dispatches the appropriate fire apparatuses and equipment for the portion of those calls relating to emergency services, including EMS calls and transfers those calls for EMS to COUNTY'S EMS Communications Center for dispatching the appropriate emergency ambulances and equipment;

WHEREAS, CITY FIRE continues to desire to receive dispatching services for fire suppression calls, which may include dispatching of non-transport first responder services, (collectively, "CITY FIRE Dispatching Services") from COUNTY's EMS Communications Center;

WHEREAS, since July 1, 2008, COUNTY has provided dispatching services for CITY; and WHEREAS, it is to the mutual benefit and in the best interest of the parties hereto to combine EMS dispatching services and CITY FIRE Dispatching Services for the purpose of providing improved services to the public;

WHEREAS, it has been determined by CITY and COUNTY that there is a need to provide EMS dispatching services and CITY FIRE Dispatching Services through a centralized and combined effort by COUNTY'S EMS Communications Center and CITY FIRE; 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 and Advanced Life Support (Paramedic) Services, dated May 16, 2017 (COUNTY Agreement No. 17-218, "EMS PROVIDER Agreement") including amendments, by and between COUNTY and PROVIDER. NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

# 1. <u>SERVICES</u>

A. Subject to CITY timely paying COUNTY for CITY FIRE Dispatching Services (defined in Section 4 herein):

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

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

(3) COUNTY shall provide CITY FIRE Dispatching Services requiring responses by CITY FIRE apparatuses as follows:

(a) COUNTY'S EMS Communications Center shall provide all
 CITY FIRE Dispatching Services in accordance with CITY FIRE'S Policies and Procedures affecting
 CITY FIRE Dispatching Services under this Agreement to the extent that they relate only to dispatch
 (hereinafter referred to as "CITY FIRE'S Policies and Procedures"). CITY FIRE's Policies and
 Procedures shall be subject to review by COUNTY'S EMS Director, or designee, (the "COUNTY'S
 Representative"), as provided in Section 1.C.(2) herein.

(b) COUNTY'S EMS Communication Center shall dispatch CITY FIRE'S apparatuses through radio and electronic communications, and in accordance with CITY FIRE'S Policies and Procedures (to the extent that they relate only to dispatch), which shall be subject

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1 to review by COUNTY'S Representative, as provided in Section 1.C.(2) herein. CITY FIRE shall 2 work collaboratively with COUNTY on policies and procedures that are consistent with other fire 3 agencies that are being dispatched in COUNTY'S EMS Communications Center. 4 COUNTY'S EMS Communications Center shall provide pre-(c)5 arrival instructions to callers requesting CITY FIRE Dispatch Services. 6 (d) COUNTY'S EMS Communications Center shall provide inter-7 agency coordination regarding requests for fire suppression service, mutual aid and auto aid services, 8 and order specialized fire equipment from CITY or other agencies (e.g., hazardous materials 9 equipment, or "jaws of life") which may be needed to manage an incident, and perform other related 10 duties, all in accordance with CITY FIRE'S Policies and Procedures (to the extent that they relate only 11 to dispatch), which shall be subject to review by COUNTY'S Representative, as provided in Section 12 1.C.(2) herein. 13 (e) COUNTY'S EMS Communications Center shall track all activity 14 of CITY FIRE'S apparatuses utilizing the COUNTY'S EMS Communications Center CAD system. 15 (f) COUNTY shall record all telephone and radio transmissions and 16 provide instant playback as needed. COUNTY shall retain recordings for a minimum of one-hundred 17 eighty (180) days. 18 (g) COUNTY shall provide reports to CITY as requested. COUNTY 19 must be given sufficient time to develop custom adhoc reports or reports that are not already 20 developed. 21 (h) COUNTY shall provide one (1) radio operator for dispatching of 22 CITY FIRE'S apparatuses twenty-four (24) hours a day, seven (7) days a week. CITY understands 23 that the radio operator is not dedicated for the sole purpose of CITY and that the radio operator may be 24 dispatching other fire and EMS providers. CITY FIRE shall work collaboratively with COUNTY on 25 policies and procedures that are consistent with other fire agencies that are being dispatched in 26 COUNTY'S EMS Communications Center. COUNTY shall provide that dispatch staff shall be 27 trained in emergency fire dispatch. 28 COUNTY shall provide that a minimum of one (1) dispatch (i)

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

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(j) COUNTY shall maintain an up-to-date manual of CITY FIRE'S
 Policies and Procedures (subject to review by COUNTY's Representative, as provided in Section
 1.C.(2) herein) for all dispatch staff, and shall provide for training and continuing education of
 dispatch staff as needed.

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

16It is understood that because of the dynamic nature of emergency17services, there are situations when the sixty (60) second dispatch goal may not be achieved. Examples18of these situations include, but are not limited to:

1. c	calls not received	through	the 9-1-1	telephone system;
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2. calls that do not immediately geo-verify in the CAD;

 calls in which the public safety answering points dispatcher does not immediately transfer the calling party; and

4. calls in which the reporting party is either unable or unwilling to immediately provide all required information as part of the call taking process (i.e., non-English speaking, hysterical, or uncooperative).

B. It is understood by the parties hereto that COUNTY'S provision of CITY FIRE
 Dispatching Services herein does not include any COUNTY provision of fire suppression services,

and that COUNTY is providing CITY FIRE Dispatching Services herein to CITY on a non-exclusive basis.

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C. CITY shall perform the following functions:

(1) CITY FIRE shall provide all fire suppression services for all fire
 suppression calls dispatched by COUNTY'S EMS Communications Center requiring CITY FIRE
 apparatuses in accordance with CITY FIRE'S Policies and Procedures.

(2) CITY FIRE shall consult with COUNTY'S Representative in developing CITY FIRE'S Policies and Procedures relating to dispatch only. CITY shall provide CITY FIRE'S Policies and Procedures relating to dispatch to COUNTY for review thereof by COUNTY'S Representative. CITY shall not approve CITY FIRE'S Policies and Procedures relating to dispatch until first having conferred with COUNTY'S Representative and such representative agrees that such policies and procedures are not inconsistent with the COUNTY'S EMS Communication Center's Policies and Procedures, and that CITY FIRE'S Policies and Procedures do not create additional workload for staff or impact other programs in the COUNTY'S EMS Communications Center. COUNTY'S Representative shall have neither the right nor the duty to approve the number of CITY FIRE apparatuses or personnel, or amount of CITY FIRE deems sufficient to respond to any calls for CITY FIRE Dispatching Services, or other CITY FIRE deems sufficient to respond to any calls for CITY FIRE bispatching Services, or other CITY FIRE Policies and Procedures unrelated to dispatch. CITY FIRE shall be reasonable in developing CITY FIRE'S Policies and Procedures relating to dispatch such that those polices and procedures are substantially consistent with COUNTY'S EMS Communication Center's Policies and Procedures.

(3) CITY shall provide continuing education and training to COUNTY'S
 EMS Communications Center radio operators and staff regarding the dispatching and management of
 CITY FIRE resources, as needed.

(4) CITY shall assure that all calls to CITY for CITY FIRE calls for service are immediately transferred to COUNTY'S EMS Communications Center.

(5) Upon request of COUNTY, CITY shall provide COUNTY with data that includes the exact times that EMS and CITY FIRE calls for service are received at CITY'S Police Department Communications Center (or other point of CITY contact, if any) and transferred to 1 2

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COUNTY's EMS Communications Center.

(6) CITY agrees to participate in an internal quality improvement program, which includes the participation of COUNTY and PROVIDER.

(7) CITY shall be responsible for the provision and maintenance of all radio and computer equipment in CITY FIRE apparatuses and radio infrastructure.

2. <u>TERM</u>

A. This Agreement shall become effective on the 1<sup>st</sup> day of July, 2017 at 12:00
A.M. and shall continue in full force and effect, and terminate on the 30<sup>th</sup> day of June, 2020 at 11:59
P.M., unless sooner terminated as provided herein.

B. This Agreement may be renewed with approval of CITY and COUNTY through written amendment and modification of terms and conditions herein set forth.

C. Upon the termination of this Agreement, COUNTY shall promptly provide CITY FIRE with the data generated through the CITY FIRE Dispatching Services provided herein in a commonly usable electronic format.

# 3. **TERMINATION**

A. <u>Non-Allocation of Funds</u> - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating governmental agency. Should sufficient funds not be allocated, the services provided may be modified at any time upon the parties' mutual written agreement, or this Agreement may be terminated at any time by CITY or COUNTY giving at least ninety (90) days' advance written notice of an intention to terminate to the other party.

B. <u>Without Cause</u> - Under circumstances other than those set forth above, this Agreement may be terminated by CITY or COUNTY upon the giving of at least ninety (90) days' advance written notice of an intention to terminate to the other party.

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

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

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# COMPENSATION FOR SERVICES

A. For COUNTY'S performance of FIRE Dispatching Services herein, CITY agrees to pay COUNTY and COUNTY agrees to receive compensation pursuant to Schedule A, attached hereto and incorporated herein by this reference. In no event shall compensation for COUNTY'S performance of CITY FIRE Dispatching Services under this Agreement be in excess of the amounts listed as follows:

(1) For the period of July 1, 2017 through June 30, 2018, the amount of this
 Agreement shall not exceed Twelve Thousand Nine Hundred Eighty-Three and 52/100 Dollars
 (\$12,983.52).

(2) For the period of July 1, 2018 through June 30, 2019, the amount of this Agreement shall not exceed Thirteen Thousand One Hundred Twenty-Six and 34/100 Dollars (\$13,126.34).

(3) For the period of July 1, 2019 through June 30, 2020, the amount of this
 Agreement shall not exceed Thirteen Thousand Two Hundred Seventy and 73/100 Dollars
 (\$13,270.73).

B. Payments by CITY shall be in arrears, for services provided during the preceding month, within forty-five (45) days after receipt and verification of COUNTY'S invoices by CITY
FIRE. All payments shall be remitted to COUNTY at the following address: County of Fresno,
Department of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno,
California, 93775.

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# 5. <u>INVOICING</u>

COUNTY shall invoice CITY monthly, addressed to the City of Sanger, Fire Department, 1700 7<sup>th</sup> Street, Sanger, California, 93657, Attention: Fire Chief.

6. **INDEPENDENT CONTRACTOR** 

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

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

# 7. MODIFICATION

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

# 8. <u>HOLD-HARMLESS</u>

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

B. COUNTY agrees to indemnify, save, hold harmless, and at CITY'S request, defend CITY, including its officers, agents, and employees from any and all costs and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to CITY in connection with the performance, or failure to perform, by COUNTY, including its officers, agents, employees or PROVIDER, under this Agreement, and from any and all costs and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of COUNTY, including its officers, agents, employees or PROVIDER under this Agreement.

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

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

#### 9. INSURANCE

Without limiting the indemnification of each party as stated in Section 7 above, it is understood and agreed that CITY and COUNTY shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement, except for Commercial General Liability coverage. Each party will provide the other party with an appropriate Commercial General Liability insurance certificate with limits of not less than One

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Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000) along with an appropriate endorsement naming the other party as an additional insured on the Commercial General Liability policy. COUNTY shall cause PROVIDER to maintain insurance coverage that is consistent with the current EMS PROVIDER Agreement between COUNTY and PROVIDER.

# 10. <u>CONFIDENTIALITY</u>

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

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## 11. NON-DISCRIMINATION

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

#### 12. <u>RECORDS</u>

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

## 13. <u>AUDITS AND INSPECTIONS</u>

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

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If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), COUNTY

shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under contract (Government Code section 8546.7).

# 14. <u>PROVIDER</u>

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

## 15. FORCE MAJEURE

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

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

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

D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and

1 other extraordinary causes not reasonably within the control of either of the parties hereto. 2 16. NOTICES 3 The persons having authority to give and receive notices under this Agreement and their 4 addresses include the following: 5 COUNTY CITY 6 Director, County of Fresno City of Sanger Department of Public Health Attn: City Manager 7 1700 7<sup>th</sup> Street P.O. Box 11867 Fresno, CA 93775 Sanger, CA 93657 8 9 Any and all notices between COUNTY and CITY provided for or permitted under this 10 Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to 11 one of the parties hereto, or in lieu of such personal service, when deposited in the United States Mail, 12 postage prepaid, addressed to such party, except for notices of termination, which are effective upon 13 receipt. Notices under this Agreement are not modifications to this Agreement. 14 17. **GOVERNING LAW** 15 Venue for any action arising out of or related to this Agreement shall only be in Fresno 16 County, California. 17 The rights and obligations of the parties hereto and all interpretation and performance of 18 this Agreement shall be governed in all respects by the laws of the State of California. 19 18. **SEVERABILITY** 20 The provisions of this Agreement are severable. The invalidity or unenforceability of 21 any one provision in the Agreement shall not affect the other provisions. 22 19. **NON-ASSIGNMENT** 23 Except as otherwise expressly provided herein, neither party shall assign, transfer or 24 sub-contract their rights or duties under this Agreement without the written consent of the other party. 25 20. **ENTIRE AGREEMENT** 26 This Agreement constitutes the entire agreement between CITY and COUNTY with 27 respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, 28 commitments, writings, advertisements, publications, and understandings of any nature whatsoever

unless expressly included in this Agreement. 21. **NO THIRD PARTY BENEFICIARIES** Notwithstanding anything stated to the contrary in this Agreement, there shall not be any intended third party beneficiaries to this Agreement. /// /// 

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	to have executed this Agreement as of the day and
year first hereinabove written.	
COUNTY OF FRESNO:	CITY OF SANGER:
By: Chairman, Board of Supervisors Date:	By: Jak Donahy Mayor Date: May 26, 2017
BERNICE E. SEIDEL, Clerk Board of Supervisors By: Chile Curch Depuly	City Clerk By: <u>Aylen Herror</u> Date: <u>5/25/2017</u>
Date: 10/20/2017	Date: $5/25/2017$ City Manager By: $5/25/7$ Date: $5/25/7$
	APPROVED AS TO LEGAL FORM: SANGER CITY ATTORNEY By: <u>Itilla Cuntu Mintoy</u>
	Mailing Address: Attn.: Fire Department 1700 7 <sup>th</sup> Street Sanger, CA 93657
PLEASE SEE ADDITIONAL SIGNATURE P	AGE ATTACHED

AGREEMENT BETWEEN COUNTY OF FRESNO 1 AND CITY OF SANGER 2 3 APPROVED AS TO LEGAL FORM: 4 DANIEL C. CEDERBORG, COUNTY COUNSEL 5 6 By: 7 8 APPROVED AS TO ACCOUNTING FORM: 9 OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/ 10 TREASURER-TAX COLLECTOR 11 By: Celu Elever 12 13 14 **REVIEWED AND RECOMMENDED FOR APPROVAL:** 15 16 By: David Pomaville, Director 17 Department of Public Health 18 19 20 Fund/Subclass: 0001/10000 Organization: 56201693 21 Account: 5039 22 23 24 25 26 27 28

	Personnel	County	Payment Amount
Month	Services	Services	Fayment Amount
July-17	\$216.04	\$865.91	\$1,081.95
August-17	\$216.04	\$865.91	\$1,081.95
September-17	\$216.04	\$865.91	\$1,081.95
October-17	\$216.04	\$865.91	\$1,081.95
November-17	\$216.04	\$865.91	\$1,081.95
December-17	\$216.04	\$865.91	\$1,081.95
January-18	\$216.04	\$865.91	\$1,081.95
February-18	\$216.04	\$865.91	\$1,081.95
March-18	\$216.04	\$865.91	\$1,081.95
April-18	\$216.04	\$865.91	\$1,081.95
May-18	\$216.04	\$865.91	\$1,081.95
June-18	\$216.08	\$865.99	\$1,082.07
July-18	\$218.42	\$875.44	\$1,093.86
August-18	\$218.42	\$875.44	\$1,093.86
September-18	\$218.42	\$875.44	\$1,093.86
October-18	\$218.42	\$875.44	\$1,093.86
November-18	\$218.42	\$875.44	\$1,093.86
December-18	\$218.42	\$875.44	\$1,093.86
January-19	\$218.42	\$875.44	\$1,093.86
February-19	\$218.42	\$875.44	\$1,093.86
March-19	\$218.42	\$875.44	\$1,093.86
April-19	\$218.42	\$875.44	\$1,093.86
May-19	\$218.42	\$875.44	\$1,093.86
June-19	\$218.42	\$875.46	\$1,093.88
July-19	\$220.82	\$885.07	\$1,105.89
August-19	\$220.82	\$885.07	\$1,105.89
September-19	\$220.82	\$885.07	\$1,105.89
October-19	\$220.82	\$885.07	\$1,105.89
November-19	\$220.82	\$885.07	\$1,105.89
December-19	\$220.82	\$885.07	\$1,105.89
January-20	\$220.82	\$885.07	\$1,105.89
February-20	\$220.82	\$885.07	\$1,105.89
March-20	\$220.82	\$885.07	\$1,105.89
April-20	\$220.82	\$885.07	\$1,105.89
May-20	\$220.82	\$885.07	\$1,105.89
June-20	\$220.85	\$885.09	\$1,105.94

# SCHEDULE A