

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of August, 2019, 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

hereto agree as follows:

1. SERVICES

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

(1) COUNTY shall be responsible for the dispatching equipment, hardware, software (including software licenses), and other technologies, which will be utilized for the triage and entry of information for SIERRA's EMS dispatch services in COUNTY's EMS Communications Center computer aided dispatch ("CAD") system, in connection with COUNTY's performance of its EMS dispatch services for SIERRA under this Agreement. In the event that SIERRA requests additional technologies, not currently available in COUNTY's EMS Communications Center, SIERRA 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 EMS dispatch services requiring responses by SIERRA as follows:

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

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

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

3 (d) COUNTY's EMS Communications Center shall provide inter-agency
4 coordination regarding requests for EMS and first responder services, mutual aid and auto aid
5 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 provide
12 instant playback as needed. COUNTY shall retain recordings for a minimum of one-hundred eighty
13 (180) days.

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

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

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

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

27 (k) The goal for the immediate dispatch of an ambulance, in accordance with
28 COUNTY's dispatch protocols, and excluding multiple unit responses, reassigned responses and other

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

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

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

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

21 C. SIERRA shall perform the following functions:

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

24 (2) SIERRA shall consult with COUNTY's Representative in developing
25 SIERRA policies and procedures as it relates to EMS dispatching. SIERRA shall not approve
26 SIERRA policies and procedures relating to dispatch until first having conferred with COUNTY's
27 Representative and such representative agrees that such policies and procedures are not
28 inconsistent with the COUNTY's EMS Communication Center's Policies and Procedures, and that

SIERRA's policies and procedures do not create additional workload for staff or impact other programs in the COUNTY's EMS Communications Center.

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

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

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

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

2. TERM

The term of this Agreement shall be for a period of One (1) year, commencing on July 1, 2019 through and including June 30, 2020.

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

3. TERMINATION

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

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

C. Material Breach - 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'

1 advance, written notice has been given to the other party and such breach remains uncured within
2 that thirty (30) day period. The party receiving such notice may respond to said notice and any
3 charges contained therein within that thirty (30) day period.

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

6 **4. COMPENSATION FOR SERVICES**

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

12 (1) For the period of July 1, 2019 through June 30, 2020, the amount of this
13 Agreement shall not exceed Ninety-Seven Thousand Two Hundred Thirty-Six and 00/100 Dollars
14 (\$97,236.00).

15 B. SIERRA shall pay COUNTY no late than the fifteenth (15th) day of the month in
16 which payment is required pursuant to Exhibit A, without the necessity of COUNTY submitting
17 invoices to SIERRA. All payments shall be remitted to COUNTY at the following address: Department
18 of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno, CA 93775.

19 **5. INDEPENDENT CONTRACTOR**

20 In performance of the work, duties, and obligations assumed by COUNTY under this
21 Agreement, it is mutually understood and agreed that COUNTY, including any and all of COUNTY's
22 officers, agents, and employees will at all times be acting and performing as an independent
23 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee,
24 joint venture, partner, or associate of SIERRA. Furthermore, SIERRA shall have no right to control or
25 supervise or direct the manner or method by which COUNTY shall perform its work and function,
26 except for COUNTY's compliance with SIERRA policies and procedures, herein. However, SIERRA
27 shall retain the right to administer this Agreement so as to verify that COUNTY is performing its
28 obligations in accordance with the terms and conditions thereof. COUNTY and SIERRA shall comply

1 with all applicable provisions of law and the rules and regulations, if any, of governmental authorities
2 having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

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

11 In performance of the work, duties and obligations assumed by SIERRA under this Agreement,
12 it is mutually understood and agreed that SIERRA, including any and all of the SIERRA'S officers,
13 agents, and employees will at all times be acting and performing as an independent contractor, and
14 shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer,
15 partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise
16 or direct the manner or method by which SIERRA shall perform its work and function. However,
17 COUNTY shall retain the right to administer this Agreement so as to verify that SIERRA is performing its
18 obligations in accordance with the terms and conditions thereof.

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

26 **MODIFICATION**

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

1 **7. HOLD-HARMLESS**

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

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

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

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

25 **8. INSURANCE**

26 Without limiting the indemnification of each party as stated in Section 8 above, it is understood
27 and agreed that SIERRA and COUNTY shall each maintain, at their sole expense, the following
28 insurance policies or self-insurance programs including, but not limited to, an insurance pooling

1 arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of
2 this agreement. Coverage shall be provided for comprehensive general liability, automobile liability, ,
3 and workers' compensation exposure. Each party will provide the other party with an appropriate
4 Commercial General Liability insurance certificate with limits of not less than Two Million Dollars
5 (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000) along with
6 an appropriate endorsement naming the other party as an additional insured on the Commercial
7 General Liability policy. .

8 Additional Requirements Relating to Insurance

9 SIERRA shall obtain endorsements to the Commercial General Liability insurance
10 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
11 additional insured, but only insofar as the operations under this Agreement are concerned. Such
12 coverage for additional insured shall apply as primary insurance and any other insurance, or
13 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and
14 not contributing with insurance provided under SIERRA's policies herein. This insurance shall not be
15 cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

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

21
22 Within thirty (30) days from the date SIERRA signs this Agreement, SIERRA shall
23 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
24 required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA
25 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained
26 and are in full force; that the County of Fresno, its officers, agents and employees will not be
27 responsible for any premiums on the policies; that for such worker's compensation insurance the
28

1 SIERRA has waived its right to recover from the COUNTY, its officers, agents, and employees any
2 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy;
3 that such Commercial General Liability insurance names the County of Fresno, its officers, agents
4 and employees, individually and collectively, as additional insured, but only insofar as the operations
5 under this Agreement are concerned; that such coverage for additional insured shall apply as primary
6 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
7 and employees, shall be excess only and not contributing with insurance provided under SIERRA's
8 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty
9 (30) days advance, written notice given to COUNTY.
10

11 In the event SIERRA fails to keep in effect at all times insurance coverage as herein provided,
12 the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement
13 upon the occurrence of such event. All policies shall be with admitted insurers licensed to do
14 business in the State of California. Insurance purchased shall be purchased from companies
15 possessing a current A.M. Best, Inc. rating of A FSC VII or better.
16

17 COUNTY shall cause SIERRA to maintain insurance coverage that is consistent with the
18 requirements of this Agreement, and COUNTY will cause PROVIDER to submit to SIERRA the
19 necessary Certificates of Insurance and endorsements.
20

21 **9. CONFIDENTIALITY**

22 All services performed by COUNTY under this Agreement shall be in strict conformance
23 with all applicable Federal, State of California and/or local laws and regulations relating to
24 confidentiality.
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26 **10. NON-DISCRIMINATION**

27 During the performance of this Agreement, neither party shall unlawfully discriminate
28 against any employee or applicant for employment, or recipient of services, because of race, religion,

1 color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital
2 status, age or gender, pursuant to all applicable State of California and Federal statutes and
3 regulations.

4 **11. RECORDS**

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

10 **12. AUDITS AND INSPECTIONS**

11 Each party shall at any time during business hours, and as often as the other party may
12 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
14 the other party, permit the other party to audit and inspect all such records and data necessary to
15 ensure the former party's compliance with the terms of this Agreement.

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

19 **13. PROVIDER**

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

25 **14. FORCE MAJEURE**

26 A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to
27 carry out its obligations under this Agreement, that party shall give to the other party hereto prompt
28 written notice of the Force Majeure with full particulars relating thereto. Thereupon, the obligations

1 of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended
2 during, but no longer than, the continuance of the Force Majeure, except for a reasonable time
3 thereafter required to resume performance.

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

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

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

18 **15. NOTICES**

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

21 COUNTY

22 Director, County of Fresno
23 Department of Public Health
24 P.O. Box 11867
25 Fresno, CA 93775

21 SIERRA

22 Sierra Ambulance Service
23 General Manager
24 P.O. Box 2307
25 Oakhurst, California 93644

26 Any and all notices between COUNTY and SIERRA provided for or permitted under this
27 Agreement or by law shall be in writing and shall be deemed duly served when personally delivered
28 to one of the parties hereto, or in lieu of such personal service, when deposited in the United States
Mail, postage prepaid, addressed to such party, except for notices of termination, which are effective

upon receipt. Notices under this Agreement are not modifications to this Agreement.

16. GOVERNING LAW

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

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

17. SEVERABILITY

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

18. 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.

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

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between SIERRA and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever

1 unless expressly included in this Agreement. This Agreement may be executed in several
2 counterparts by the parties hereto, in which case, all of such executed duplicate counterpart originals
3 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 Loris Mitchell

5 (Authorized Signature)

6 Loris Mitchell

7 Print Name & Title

8 Secretary

9 Sierra Ambulance

10 Mailing Address

11 P.O. Box 2307

12 Oakhurst, CA 93644

COUNTY OF FRESNO

[Signature]

Nathan Magsig, 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

13
14
15 By: Susan Bishop
Deputy

16 **FOR ACCOUNTING USE ONLY:**

17 ORG No.:56201693

18 Account No.: 5039

EXHIBIT A

July	\$ 8,103.00
August	\$ 8,103.00
September	\$ 8,103.00
October	\$ 8,103.00
November	\$ 8,103.00
December	\$ 8,103.00
January	\$ 8,103.00
February	\$ 8,103.00
March	\$ 8,103.00
April	\$ 8,103.00
May	\$ 8,103.00
June	\$ 8,103.00

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:	