

1                                   **AMENDMENT NO. 5 TO AGREEMENT A-90-257**

2                   This Amendment No. 5 to Agreement ("Amendment No. 5") is dated  
3                   \_\_\_\_\_ and is between County of Kings, a political Subdivision of the State of  
4                   California ("Kings"), and County of Fresno, a political subdivision of the State of California  
5                   ("Fresno").

6                                   **Recitals**

7                   A. On June 21, 1990, Fresno and Kings entered into Agreement Number A-90-257  
8                   ("Agreement"), which Fresno agreed to provide Emergency Medical Services Agency  
9                   Administration to Kings.

10                  B. On November 10, 1992, June 28, 1994, April 13, 1999, and May 21, 2019, Fresno and  
11                  Kings amended the Agreement.

12                  C. Fresno and Kings now desire to further amend the Agreement in order to modify  
13                  compensation terms.

14                  The parties therefore agree as follows:

15                  1. Section D ("Compensation") of the Agreement, as previously amended, located on page  
16                  1, line 17 through line 22 of the Fourth Amendment to the Agreement is deleted in its entirety  
17                  and replaced with the following:

18                               "Effective July 1, 2025, compensation paid by Kings to Fresno under this  
19                               Agreement for the provision of services hereunder shall be at a rate of Sixty  
20                               Thousand, Eight Hundred Eighty Dollars and 00/100 (\$60,880.00) annually."

21                  2. When both parties have signed this Amendment No. 5, the Agreement, the First through  
22                  Fourth Amendments, and this Amendment No. 5 together constitute the Agreement.

23                  3. Kings represents and warrants to Fresno that:

- 24                   a. Kings is duly authorized and empowered to sign and perform its obligations under  
25                   this Amendment.
- 26                   b. The individual signing this Amendment on behalf of Kings is duly authorized to do so  
27                   and his or her signature on this Amendment legally binds Kings to the terms of this  
28                   Amendment.

1 4. The parties agree that this Amendment may be executed by electronic signature as  
2 provided in this section.

3 a. An "electronic signature" means any symbol or process intended by an individual  
4 signing this Amendment to represent their signature, including but not limited to (1) a  
5 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
6 electronically scanned and transmitted (for example by PDF document) version of an  
7 original handwritten signature.

8 b. Each electronic signature affixed or attached to this Amendment (1) is deemed  
9 equivalent to a valid original handwritten signature of the person signing this  
10 Amendment for all purposes, including but not limited to evidentiary proof in any  
11 administrative or judicial proceeding, and (2) has the same force and effect as the  
12 valid original handwritten signature of that person.

13 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,  
14 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part  
15 2, Title 2.5, beginning with section 1633.1).

16 d. Each party using a digital signature represents that it has undertaken and satisfied  
17 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)  
18 through (5), and agrees that each other party may rely upon that representation.

19 e. This Amendment is not conditioned upon the parties conducting the transactions  
20 under it by electronic means and either party may sign this Amendment with an  
21 original handwritten signature.

22 5. This Amendment may be signed in counterparts, each of which is an original, and all of  
23 which together constitute this Amendment.

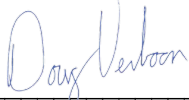
24 6. The Agreement as previously amended and as amended by this Amendment No. 5 is  
25 ratified and continued. All provisions of the Agreement as previously amended and not  
26 amended by this Amendment No. 5 remain in full force and effect.

27 [SIGNATURE PAGE FOLLOWS]  
28

1 The parties are signing this Amendment No. 5 on the date stated in the introductory  
2 clause.

3 COUNTY OF KINGS

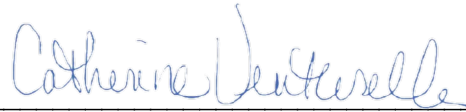
COUNTY OF FRESNO

4   
5 \_\_\_\_\_ 07-22-2025  
6 Doug Verboon, Chairman, Board of  
7 Supervisors of the County of Kings

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

8 **Attest:**


**Attest:**

9   
10 Catherine Venturella, Clerk, Board of Supervisors  
11 County of Kings, State of California

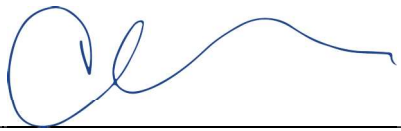
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of  
California

By: \_\_\_\_\_  
Deputy

12 Risk Management Approved as to Insurance

13   
14 813BB3CAD3655817F55583489257E37C readySign  
15 By: \_\_\_\_\_  
16 Sarah Poots, Risk Manager

17 Approved as to FORM  
18 Laurie Favini, Interim County Counsel

19   
20 By: \_\_\_\_\_  
21 Crystal M. Pizano, Deputy County Counsel

22 For accounting use only:

23 Org No.: 56201692  
24 Account No.: 4895  
25 Fund No.: 0001  
26 Subclass No.: 10000  
27  
28