

AMENDMENT NO. 5 TO AGREEMENT A-90-257

This Amendment No. 5 to Agreement (“Amendment No. 5”) is dated September 9, 2025 and is between County of Kings, a political Subdivision of the State of California (“Kings”), and County of Fresno, a political subdivision of the State of California (“Fresno”).

Recitals

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

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

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

The parties therefore agree as follows:

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

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

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

3. Kings represents and warrants to Fresno that:

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

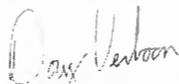
24 6. The Agreement as previously amended and as amended by this Amendment No. 5 is
25 ratified and continued. All provisions of the Agreement as previously amended and not
26 amended by this Amendment No. 5 remain in full force and effect.

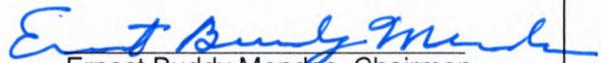
27 [SIGNATURE PAGE FOLLOWS]
28

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

3 COUNTY OF KINGS

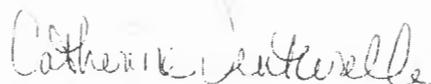
COUNTY OF FRESNO

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


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

8 **Attest:**

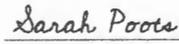
Attest:

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

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

11 By: 
Deputy

12 Risk Management Approved as to Insurance

13
14 
By: 813BB3CAD3655817F55583489257E37C recorty@sign
15 Sarah Poots, Risk Manager

16
17 Approved as to FORM
Laurie Favini, Interim County Counsel

18 
19
20 By: Crystal M. Pizano, Deputy County Counsel

21
22 For accounting use only:

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