

AGREEMENT

This Service Agreement (“Agreement”) is dated 20 June, 2023 and is between Pistoresi Ambulance Service, Inc., a California corporation (“Pistoresi”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. 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 or emergency medical dispatch services.

B. 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.

C. Pistoresi has received EMS dispatch services since 2005 from the County’s EMS Communications Center through a separate agreement between Pistoresi and K.W.P.H. Enterprises, dba, American Ambulance.

D. County prefers to have a written EMS dispatch agreement with Pistoresi 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.

E. Pistoresi desires to receive EMS dispatching services from County’s EMS Communications Center.

F. 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.

The parties therefore agree as follows:

1 **Article 1**

2 **Pistoresi's Responsibilities**

3 1.1 **Scope of Services.** Pistoresi shall perform all of the services provided in Exhibit A to
4 this Agreement, titled "Pistoresi's Responsibilities".

5 1.2 **Representation.** Pistoresi represents that it is qualified, ready, willing, and able to
6 perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** Pistoresi shall, at its own cost, comply with all applicable
8 federal, state, and local laws and regulations in the performance of its obligations under this
9 Agreement, including but not limited to workers compensation, labor, and confidentiality laws
10 and regulations.

11 **Article 2**

12 **County's Services**

13 2.1 The County shall perform all of the services provided in Exhibit B to this Agreement,
14 titled "County's Services."

15 2.2 **Representation.** The County represents that it is qualified, ready, willing, and able to
16 perform all of the services provided in this Agreement.

17 **Article 3**

18 **Compensation, Invoices, and Payments**

19 3.1 For County's performance of EMS dispatch services herein, Pistoresi agrees to pay,
20 and County agrees to receive, compensation for the performance of its services under this
21 Agreement according to Exhibit C to this Agreement, titled "Compensation."

22 3.2 **Maximum Compensation.** In no event shall compensation for County's
23 performance of EMS Dispatch Services under this Agreement be in excess of the amounts
24 listed as follows:

25 For the period of July 1, 2023 through June 30, 2024, the amount of this Agreement
26 shall not exceed Three Hundred Thirty-Nine Thousand Eight Hundred Seventy-Six and 00/100
27 Dollars (\$339,876.00).

28 For the period of July 1, 2024 through June 30, 2025, the amount of this Agreement

1 shall not exceed Three Hundred Fifty Thousand Seventy-Six and 00/100 Dollars
2 (\$350,076.00).

3 For the period of July 1, 2025 through June 30, 2026, the amount of this Agreement
4 shall not exceed Three Hundred Sixty Thousand Five Hundred Seventy-Six and 00/100 dollars
5 (\$360,576.00).

6 3.3 **Invoices.** County shall invoice Pistoresi monthly, addressed to Pistoresi Ambulance
7 Service, 113 North R Street, Madera, California 93637

8 3.4 **Payment.** Payment by Pistoresi shall be in arrears, for services provided during the
9 preceding month, within forty-five (45) days after receipt and verification of County's invoices by
10 Pistoresi. All payments shall be remitted to County at the following address: County of Fresno,
11 Department of Public Health – Emergency Medical Services, P.O. Box 11867, Fresno,
12 California 93775.

13 3.5 **Incidental Expenses.** Pistoresi is solely responsible for all of its costs and expenses
14 that are not specified as payable by the County under this Agreement.

15 **Article 4**

16 **Term of Agreement**

17 4.1 **Term.** This Agreement is effective on July 1st, 2023 and terminates on June 30, 2026
18 except as provided in Article 6, "Termination and Suspension," below.

19 4.2 **Data Upon Termination.** Upon termination of this Agreement, County shall promptly
20 provide Pistoresi with the data generated through the EMS dispatch services provided herein in
21 a commonly usable electronic format.

22 **Article 5**

23 **Notices**

24 5.1 **Contact Information.** The persons and their addresses having authority to give and
25 receive notices provided for or permitted under this Agreement include the following:

26 **For the County:**
27 Director, Department of Public Health
28 County of Fresno
P.O. Box 1867
Fresno, CA 93775

1 CCEMSA@FresnoCountyCA.gov

2 Fax: (559) 600-7691

3 **For Pistoresi:**

4 Pistoresi Ambulance Service

5 President

6 113 North R Street

7 Madera, California 93637

8 5.2 **Change of Contact Information.** Either party may change the information in section
9 5.1 by giving notice as provided in section 5.3.

10 5.3 **Method of Delivery.** Each notice between the County and Pistoresi provided for or
11 permitted under this Agreement must be in writing, state that it is a notice provided under this
12 Agreement, and be delivered either by personal service, by first-class United States mail, by an
13 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
14 Document Format (PDF) document attached to an email.

15 (A) A notice delivered by personal service is effective upon service to the recipient.

16 (B) A notice delivered by first-class United States mail is effective three County
17 business days after deposit in the United States mail, postage prepaid, addressed to the
18 recipient.

19 (C) A notice delivered by an overnight commercial courier service is effective one
20 County business day after deposit with the overnight commercial courier service,
21 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
22 the recipient.

23 (D) A notice delivered by telephonic facsimile transmission or by PDF document
24 attached to an email is effective when transmission to the recipient is completed (but, if
25 such transmission is completed outside of County business hours, then such delivery is
26 deemed to be effective at the next beginning of a County business day), provided that
27 the sender maintains a machine record of the completed transmission.

28 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
nothing in this Agreement establishes, waives, or modifies any claims presentation
requirements or procedures provided by law, including the Government Claims Act (Division 3.6
of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then either party may:

6 (A) Modify the services provided by County under this Agreement; or

7 (B) Terminate this Agreement by the non-appropriating governmental agency giving
8 the other party at least ninety (90) days advance written notice of an intention to
9 terminate.

10 6.2 **Termination for Breach.**

11 (A) Either party may terminate this Agreement at any time for cause upon ten (10)
12 days advance written notice to the other party, In the event of the other party's material
13 breach of its obligations herein and provided that such breach is not cured during such
14 ten (10) day notification period. The party receiving such notice may respond to said
15 notice and any charges contained therein within that ten (10) day period.

16 (B) In no event shall any payment or funding by Pistoresi pursuant to this Agreement
17 constitute a waiver by Pistoresi of any breach of this Agreement which may then exist on
18 the part of County, nor shall such payment or funding impair or prejudice any remedy
19 available to Pistoresi with respect to the breach.

20 (C) The waiver by either party of a breach by the other of any provision of this
21 Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach
22 of either the same or a different provision of this Agreement. No provisions of this
23 Agreement may be waived unless in writing and signed by all parties to this Agreement.
24 Waiver of any one (1) provision herein shall not be deemed to be a waiver of any other
25 provision herein.

26 6.3 **Termination without Cause.** Under circumstances other than those set forth
27 above, this Agreement may be terminated by Pistoresi or County upon giving the other party at
28 least ninety (90) days advance written notice of an intention to terminate.

1 employees) under this Agreement. The County may conduct or participate in its own defense
2 without affecting the Pistoresi's obligation to indemnify and hold harmless or defend the County.

3 **8.2 Indemnity by County.** The County shall indemnify and hold harmless and defend
4 Pistoresi (including its officers, agents, employees, and volunteers) against all claims, demands,
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
6 liabilities of any kind to Pistoresi, the County, or any third party that arise from or relate to the
7 performance or failure to perform by the County (or any of its officers, agents, subcontractors,
8 employees, or Provider) under this Agreement. Pistoresi may conduct or participate in its own
9 defense without affecting the County's obligation to indemnify and hold harmless or defend
10 Pistoresi.

11 **8.3 Survival.** This Article 8 survives the termination of this Agreement.

12 **Article 9**

13 **Insurance**

14 9.1 The parties shall comply with all the insurance requirements in Exhibit D to this
15 Agreement.

16 **Article 10**

17 **Inspections, Audits, and Public Records**

18 10.1 **Inspection of Documents.** During the term of this Agreement and for a period of
19 three (3) years after final payment under this Agreement, each party shall at any time during
20 business hours, and as often as the other party may deem necessary, make available to the
21 other party for examination all of the party's records and data with respect to the matters
22 covered by this Agreement. During the same period of time, each party shall also, upon request
23 by the other party, permit the other party to audit and inspect all such records and data
24 necessary to ensure the party's compliance with the terms of this Agreement.

25 10.2 **State Audit Requirements.** If the compensation under this Agreement exceeds
26 \$10,000, County is subject to the examination and audit of the California State Auditor, as
27 provided in Government Code section 8546.7, for a period of three years after final payment
28 under this Agreement. This section survives the termination of this Agreement.

1 10.3 **Public Records.** The County is not limited in any manner with respect to its public
2 disclosure of this Agreement or any record or data that Pistoresi may provide to the County. The
3 County's public disclosure of this Agreement or any record or data that Pistoresi may provide to
4 the County may include but is not limited to the following:

5 (A) The County may voluntarily, or upon request by any member of the public or
6 governmental agency, disclose this Agreement to the public or such governmental
7 agency.

8 (B) The County may voluntarily, or upon request by any member of the public or
9 governmental agency, disclose to the public or such governmental agency any record or
10 data that Pistoresi may provide to the County, unless such disclosure is prohibited by
11 court order.

12 (C) This Agreement, and any record or data that Pistoresi may provide to the County,
13 is subject to public disclosure under the Ralph M. Brown Act (California Government
14 Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

15 (D) This Agreement, and any record or data that Pistoresi may provide to the County,
16 is subject to public disclosure as a public record under the California Public Records Act
17 (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section
18 6250) ("CPRA").

19 (E) This Agreement, and any record or data that Pistoresi may provide to the County,
20 is subject to public disclosure as information concerning the conduct of the people's
21 business of the State of California under California Constitution, Article 1, section 3,
22 subdivision (b).

23 (F) Any marking of confidentiality or restricted access upon or otherwise made with
24 respect to any record or data that Pistoresi may provide to the County shall be
25 disregarded and have no effect on the County's right or duty to disclose to the public or
26 governmental agency any such record or data.

27 10.4 **Public Records Act Requests.** If the County receives a written or oral request
28 under the CPRA to publicly disclose any record that is in Pistoresi's possession or control, and

1 which the County has a right, under any provision of this Agreement or applicable law, to
2 possess or control, then the County may demand, in writing, that Pistoresi deliver to the County,
3 for purposes of public disclosure, the requested records that may be in the possession or
4 control of Pistoresi. Within five business days after the County's demand, Pistoresi shall (a)
5 deliver to the County all of the requested records that are in Pistoresi's possession or control,
6 together with a written statement that Pistoresi, after conducting a diligent search, has produced
7 all requested records that are in Pistoresi's possession or control, or (b) provide to the County a
8 written statement that Pistoresi, after conducting a diligent search, does not possess or control
9 any of the requested records. The Contractor shall cooperate with the County with respect to
10 any County demand for such records. If Pistoresi wishes to assert that any specific record or
11 data is exempt from disclosure under the CPRA or other applicable law, it must deliver the
12 record or data to the County and assert the exemption by citation to specific legal authority
13 within the written statement that it provides to the County under this section. The Contractor's
14 assertion of any exemption from disclosure is not binding on the County, but the County will give
15 at least 10 days' advance written notice to Pistoresi before disclosing any record subject to
16 Pistoresi's assertion of exemption from disclosure. The Contractor shall indemnify the County
17 for any court-ordered award of costs or attorney's fees under the CPRA that results from
18 Pistoresi's delay, claim of exemption, failure to produce any such records, or failure to
19 cooperate with the County with respect to any County demand for any such records.

20 **10.5 Records Retention.** Each party shall maintain its records in connection with the
21 respective services referred to under this Agreement. Such records must be maintained for a
22 minimum of three (3) years. Records must also be maintained a minimum of three (3) years
23 after the termination of this Agreement. The party generating the records shall maintain
24 ownership of the records upon termination of this Agreement.

25 **10.6** This Article 10 shall survive the expiration or termination of this Agreement.

26 **Article 11**

27 **Disclosure of Self-Dealing Transactions**

28 **11.1 Applicability.** This Article 11 applies if Pistoresi is operating as a corporation, or

1 changes its status to operate as a corporation.

2 11.2 **Duty to Disclose.** If any member of Pistoresi's board of directors is party to a self-
3 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-
4 Dealing Transaction Disclosure Form" (Exhibit E to this Agreement) and submitting it to the
5 County before commencing the transaction or immediately after.

6 11.3 **Definition.** "Self-dealing transaction" means a transaction to which Pistoresi is a
7 party and in which one or more of its directors, as an individual, has a material financial interest.

8 **Article 12**

9 **General Terms**

10 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
11 Agreement may not be modified, and no waiver is effective, except by written agreement signed
12 by both parties. The Contractor acknowledges that County employees have no authority to
13 modify this Agreement except as expressly provided in this Agreement.

14 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
15 under this Agreement without the prior written consent of the other party.

16 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
17 or related to this Agreement.

18 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
19 County, California. Contractor consents to California jurisdiction for actions arising from or
20 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
21 brought and maintained in Fresno County.

22 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
23 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
24 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
25 against either party.

26 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

27 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
28 only and are not part of this Agreement.

1 12.8 **Severability.** If anything in this Agreement is found by a court of competent
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
5 intent.

6 12.9 **Nondiscrimination.** During the performance of this Agreement, Pistoresi shall not
7 unlawfully discriminate against any employee or applicant for employment, or recipient of
8 services, because of race, religious creed, color, national origin, ancestry, physical disability,
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
11 all applicable State of California and federal statutes and regulation.

12 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
13 of Pistoresi under this Agreement on any one or more occasions is not a waiver of performance
14 of any continuing or other obligation of Pistoresi and does not prohibit enforcement by the
15 County of any obligation on any other occasion.

16 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
17 between Pistoresi and the County with respect to the subject matter of this Agreement, and it
18 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
19 publications, and understandings of any nature unless those things are expressly included in
20 this Agreement. If there is any inconsistency between the terms of this Agreement without its
21 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
22 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
23 exhibits.

24 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
25 create any rights or obligations for any person or entity except for the parties.

26 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

27 (A) The Contractor is duly authorized and empowered to sign and perform its
28 obligations under this Agreement.

1 (B) The individual signing this Agreement on behalf of Pistoresi is duly authorized to
2 do so and his or her signature on this Agreement legally binds Pistoresi to the terms of
3 this Agreement.

4 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

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

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

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

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

23 (E) This Agreement is not conditioned upon the parties conducting the transactions
24 under it by electronic means and either party may sign this Agreement with an original
25 handwritten signature.

26 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

1 **Article 13**

2 **Miscellaneous Provisions**

3 13.1 **Provider.** The parties hereto acknowledge that Provider, or its replacement, if any
4 during the term of the Provider Agreement, will carry out County's provision of dispatching
5 services herein. In the event of any such replacement of Provider, the replacement EMS
6 Provider Agreement will be on substantially the same terms as the EMS Provider Agreement to
7 the extent that it concerns this Agreement, as provided herein.

8 13.2 **Force Majeure**

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

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

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

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

4 [SIGNATURE PAGE FOLLOWS]

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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 Pistoresi Ambulance Service

County OF FRESNO


3
4 
5 (Authorized Signature)


Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

6 Ted Pistoresi OWNER
7 Print Name and Title

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

8 Pistoresi Ambulance Service
9 113 N R Street
Madera, CA 93637

By: 
Deputy

10
11 For accounting use only:

12 Org No.: 56201693
13 Account No.: 5039
14 Fund No.: 0001
15 Subclass No.: 10000
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Exhibit A

Pistoresi's Responsibilities

Pistoresi shall perform the following functions:

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

(2) Pistoresi shall consult with County's EMS Director, or his or her designee (the "County's Representative"), in developing Pistoresi policies and procedures as it relates to EMS dispatching. Pistoresi shall not approve Pistoresi 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 Pistoresi's policies and procedures do not create additional workload for staff or impact other programs in the County's EMS Communications Center.

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

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

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

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

Exhibit B

County's Services

1
2 A. Subject to Pistoresi timely paying County for EMS dispatching Services (defined
3 in Article 3 herein):

4 (1) County shall be responsible for the dispatching equipment, hardware,
5 software (including software licenses), and other technologies, which will be utilized for the
6 triage and entry of information for Pistoresi's EMS dispatch services in County's EMS
7 Communications Center computer aided dispatch ("CAD") system, in connection with County's
8 performance of its EMS dispatch services for Pistoresi under this Agreement. In the event that
9 Pistoresi requests additional technologies, not currently available in County's EMS
10 Communications Center, Pistoresi shall be solely responsible for all costs to purchase and
11 maintain said technology and/or equipment; and

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

17 (3) County shall provide EMS dispatch services requiring responses by
18 Pistoresi as follows:

19 (a) County's EMS Communication Center shall provide all EMS
20 dispatch services in accordance with Pistoresi's policies and procedures affecting Pistoresi
21 under this Agreement (to the extent that they do not conflict with EMS Agency policy and
22 procedures). Pistoresi's policies and procedures shall be subject to review by County's
23 Representative.

24 (b) County's EMS Communication Center shall dispatch Pistoresi
25 ambulances through radio and electronic communications, and in accordance with Pistoresi
26 and EMS Agency policies and procedures. Pistoresi shall work collaboratively with County on
27 policies and procedures that are consistent with other agencies that are being dispatched in
28 County's EMS Communications Center.

Exhibit B

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 Pistoiresi or other agencies (*e.g.*,
6 supervisor, rescue team, or "jaws of life") which may be needed to manage an incident, and
7 perform other related duties.

8 (e) County's EMS Communications Center shall track all activity of
9 Pistoiresi's ambulances and supervisor vehicles utilizing the County's EMS Communications
10 Center CAD system.

11 (f) County shall record all telephone and radio transmissions and
12 provide instant playback as needed. County shall retain recordings for a minimum of one-
13 hundred eighty (180) days.

14 (g) County shall provide reports to Pistoiresi as requested. County
15 must be given sufficient time to develop custom ad-hoc reports or reports that are not already
16 developed.

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

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

26 (j) County shall maintain an up-to-date manual of Pistoiresi's policies
27 and procedures for all dispatch staff, and shall provide for training and continuing education of
28 dispatch staff as needed.

Exhibit B

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

9 It is understood that because of the dynamic nature of emergency
10 services, there are situations when the sixty (60) second dispatch goal may not be achieved.

11 Examples of these situations include, but are not limited to:

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

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

Exhibit C

Compensation

County will be compensated according to the following schedule:

Payment	Month	Payment Amount
1	Jul 2023	\$28,323.00
2	Aug 2023	\$28,323.00
3	Sep 2023	\$28,323.00
4	Oct 2023	\$28,323.00
5	Nov 2023	\$28,323.00
6	Dec 2023	\$28,323.00
7	Jan 2024	\$28,323.00
8	Feb 2024	\$28,323.00
9	Mar 2024	\$28,323.00
10	Apr 2024	\$28,323.00
11	May 2024	\$28,323.00
12	Jun 2024	\$28,323.00
13	Jul 2024	\$29,173.00
14	Aug 2024	\$29,173.00
15	Sep 2024	\$29,173.00
16	Oct 2024	\$29,173.00
17	Nov 2024	\$29,173.00
18	Dec 2024	\$29,173.00
19	Jan 2025	\$29,173.00
20	Feb 2025	\$29,173.00
21	Mar 2025	\$29,173.00
22	Apr 2025	\$29,173.00
23	May 2025	\$29,173.00
24	Jun 2025	\$29,173.00
25	Jul 2025	\$30,048.00
26	Aug 2025	\$30,048.00
27	Sep 2025	\$30,048.00
28	Oct 2025	\$30,048.00
29	Nov 2025	\$30,048.00
30	Dec 2025	\$30,048.00
31	Jan 2026	\$30,048.00
32	Feb 2026	\$30,048.00
33	Mar 2026	\$30,048.00
34	Apr 2026	\$30,048.00
35	May 2026	\$30,048.00
36	Jun 2026	\$30,048.00

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the indemnification of each party as stated in Article 8 above, it is understood and agree that Pistoresi and County shall maintain, at their sole expense, the following 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 through the term of this Agreement:

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. Each party shall obtain an endorsement to this policy naming the other party, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by each party is excess only and not contributing with insurance provided under the other party's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.
 - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the

Exhibit D

operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit D

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit E

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit E

(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:	