

**AGREEMENT**

THIS AGREEMENT is made and entered into this 12th day of September, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and the **PISTORESI AMBULANCE SERVICE, INC.**, a California Corporation, whose address is 113 North R Street, Madera, California 93637, hereinafter referred to as "PISTORESI".

**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, 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; and

WHEREAS, 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; and

WHEREAS, PISTORESI 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

1 hereto agree as follows:

2 **1. SERVICES**

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

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

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

18 (3) COUNTY shall provide EMS dispatch services requiring responses by  
19 PISTORESI as follows:

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

26 (b) COUNTY's EMS Communication Center shall dispatch  
27 PISTORESI ambulances through radio and electronic communications, and in accordance with  
28 PISTORESI and EMS Agency policies and procedures. PISTORESI shall work collaboratively with

1 COUNTY on policies and procedures that are consistent with other agencies that are being dispatched  
2 in COUNTY's EMS Communications Center.

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

5 (d) COUNTY's EMS Communications Center shall provide inter-  
6 agency coordination regarding requests for EMS and first responder services, mutual aid and auto aid  
7 services, and order specialized EMS related equipment from PISTORESI or other agencies (*e.g.*,  
8 supervisor, rescue team, or "jaws of life") which may be needed to manage an incident, and perform  
9 other related duties.

10 (e) COUNTY's EMS Communications Center shall track all activity  
11 of PISTORESI's ambulances and supervisor vehicles utilizing the COUNTY's EMS Communications  
12 Center CAD system.

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

16 (g) COUNTY shall provide reports to PISTORESI as requested.  
17 COUNTY must be given sufficient time to develop custom adhoc reports or reports that are not  
18 already developed.

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

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

27 (j) COUNTY shall maintain an up-to-date manual of PISTORESI's  
28 policies and procedures for all dispatch staff, and shall provide for training and continuing education

1 of dispatch staff as needed.

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

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

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

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

24 C. PISTORESIS shall perform the following functions:

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

27 (2) PISTORESIS shall consult with COUNTY's Representative in developing  
28 PISTORESIS policies and procedures as it relates to EMS dispatching. PISTORESIS shall not approve  
PISTORESIS 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

1 with the COUNTY's EMS Communication Center's Policies and Procedures, and that PISTORESI's  
2 policies and procedures do not create additional workload for staff or impact other programs in the  
3 COUNTY's EMS Communications Center.

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

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

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

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

13 **2. TERM**

14 A. The term of this Agreement shall be for a period of one (1) year, commencing on  
15 July 1, 2017 through June 30, 2018. This Agreement may be extended for one (1) additional twelve  
16 (12) month period upon written approval of both parties no later than thirty (30) days prior to the first  
17 day of the next twelve (12) month extension period. The Director of the Department of Public Health or  
18 his or her designee is authorized to execute such written approval on behalf of COUNTY.

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

22 **3. TERMINATION**

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

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

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

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

11           **4.     COMPENSATION FOR SERVICES**

12           A.     For COUNTY's performance of EMS dispatch services herein, PISTORESI  
13 agrees to pay COUNTY and COUNTY agrees to receive compensation pursuant to Exhibit A,  
14 attached hereto and incorporated herein by this reference. In no event shall compensation for  
15 COUNTY's performance of EMS dispatch services under this Agreement be in excess of the amounts  
16 listed as follows:

17                     (1)     For the period of July 1, 2017 through June 30, 2018, the amount of this  
18 Agreement shall not exceed One Hundred Fifty-Five Thousand Ninety-Two and 00/100 Dollars  
19 (\$155,092.00).

20                     (2)     If the parties extend the agreement by one year as provided in Section 2  
21 of this Agreement, for the period of July 1, 2018 through June 30, 2019, the amount of this Agreement  
22 shall not exceed Two Hundred Ninety Thousand Six Hundred Forty-Nine and 47/100 Dollars  
23 (\$290,649.47).

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

1           **5.    INVOICING**

2           COUNTY shall invoice PISTORESI monthly, addressed to Pistoresi Ambulance  
3 Service, 113 North R Street, Madera, California 93637.

4           **6.    INDEPENDENT CONTRACTOR**

5           In performance of the work, duties, and obligations assumed by COUNTY under this  
6 Agreement, it is mutually understood and agreed that COUNTY, including any and all of COUNTY's  
7 officers, agents, and employees will at all times be acting and performing as an independent  
8 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee,  
9 joint venture, partner, or associate of PISTORESI. Furthermore, PISTORESI shall have no right to  
10 control or supervise or direct the manner or method by which COUNTY shall perform its work and  
11 function, except for COUNTY's compliance with PISTORESI policies and procedures, herein.  
12 However, PISTORESI shall retain the right to administer this Agreement so as to verify that  
13 COUNTY is performing its obligations in accordance with the terms and conditions thereof.  
14 COUNTY and PISTORESI shall comply with all applicable provisions of law and the rules and  
15 regulations, if any, of governmental authorities having jurisdiction over matters which are directly or  
16 indirectly the subject of this Agreement.

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

25           **7.    MODIFICATION**

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

28    ///

1           **8.     HOLD-HARMLESS**

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

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

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

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

26           **9.     INSURANCE**

27           Without limiting the indemnification of each party as stated in Section 8 above, it is understood  
28 and agreed that PISTORESI and COUNTY shall each maintain, at their sole expense, insurance

1 policies or self-insurance programs including, but not limited to, an insurance pooling arrangement  
2 and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this  
3 agreement. Coverage shall be provided for comprehensive general liability, automobile liability,  
4 professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of  
5 Insurance or other similar documentation shall not be required of either party under this Agreement,  
6 except for Commercial General Liability coverage. Each party will provide the other party with an  
7 appropriate Commercial General Liability insurance certificate with limits of not less than One  
8 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars  
9 (\$2,000,000) along with an appropriate endorsement naming the other party as an additional insured  
10 on the Commercial General Liability policy.

11 **10. CONFIDENTIALITY**

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

15 **11. NON-DISCRIMINATION**

16 During the performance of this Agreement, COUNTY shall not unlawfully discriminate  
17 against any employee or applicant for employment, or recipient of services, because of race, religion,  
18 color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital  
19 status, age or gender, pursuant to all applicable State of California and Federal statutes and  
20 regulations.

21 **12. RECORDS**

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

27 ///

28 **13. AUDITS AND INSPECTIONS**

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

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

9 **14. PROVIDER**

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

15 **15. FORCE MAJEURE**

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

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

1 obligations under this Agreement.

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

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

8 **16. NOTICES**

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

11 COUNTY

12 Director, County of Fresno  
13 Department of Public Health  
14 P.O. Box 11867  
Fresno, CA 93775

PISTORESI

Pistoresi Ambulance Service  
President  
113 North R Street  
Madera, California 93637

15 Any and all notices between COUNTY and PISTORESI provided for or permitted under  
16 this Agreement or by law shall be in writing and shall be deemed duly served when personally  
17 delivered to one of the parties hereto, or in lieu of such personal service, when deposited in the United  
18 States Mail, postage prepaid, addressed to such party, except for notices of termination, which are  
19 effective upon receipt. Notices under this Agreement are not modifications to this Agreement.

20 **17. GOVERNING LAW**

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

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

25 **18. SEVERABILITY**

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

28

1           **19.    ENTIRE AGREEMENT**

2           This Agreement constitutes the entire agreement between PISTORESI and COUNTY  
3 with respect to the subject matter hereof and supersedes all previous agreement negotiations,  
4 proposals, commitments, writings, advertisements, publications, and understandings of any nature  
5 whatsoever unless expressly included in this Agreement. This Agreement may be executed in several  
6 counterparts by the parties hereto, in which case, all of such executed duplicate counterpart originals  
7 thereof, taken together, shall be deemed to be one and the same legal instrument.

8           **20.    NO THIRD PARTY BENEFICIARIES**

9           Notwithstanding anything stated to the contrary in this Agreement, there shall not be any  
10 intended third party beneficiaries to this Agreement.

11           **21.    DISCLOSURE OF SELF-DEALING TRANSACTIONS:**

12           This provision is only applicable if Contractor is operating as a corporation (a for-profit or non-  
13 profit corporation) or if during the term of this Agreement, Contractor changes its status to operate as a  
14 corporation.

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

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and  
2 year first hereinabove written.

3 ATTEST

4 COUNTY OF FRESNO:

PISTORESI AMBULANCE SERVICE:

5 By: *A. Palm*  
6 Chairman, Board of Supervisors

7 By: *Monte Pistorresi*  
8 President  
Pistoresi Ambulance Service, Inc.

9 Date: September 12, 2017

Print Name: MONTE PISTORESI  
Date: 07-01-17

10 BERNICE E. SEIDEL, Clerk  
11 Board of Supervisors

12 By: *Josie Cuyt, Deputy*  
13 Date: September 12, 2017

14 By: *Ted Pistorresi*  
15 Print Name: Ted PISTORESI  
16 Title: Secretary Treasurer  
17 Date: 7/1/2017

18 Chief Financial Officer or Corporate  
19 Secretary to Pistoresi Ambulance Service,  
20 Inc., a California Corporation

21 Mailing Address:  
22 113 North R Street  
23 Madera, CA 93637

24 PLEASE SEE ADDITIONAL  
25 SIGNATURE PAGE ATTACHED

**EXHIBIT A**

**Year One**

Payment	Month	Amount
1	July	\$ 5,435.00
2	August	\$ 5,435.00
3	September	\$ 5,435.00
4	October	\$ 5,435.00
5	November	\$ 16,669.00
6	December	\$ 16,669.00
7	January	\$ 16,669.00
8	February	\$ 16,669.00
9	March	\$ 16,669.00
10	April	\$ 16,669.00
11	May	\$ 16,669.00
12	June	\$ 16,669.00
		\$ 155,092.00

**Year Two**

Payment	Month	Amount
1	July	\$ 24,220.78
2	August	\$ 24,220.79
3	September	\$ 24,220.79
4	October	\$ 24,220.79
5	November	\$ 24,220.79
6	December	\$ 24,220.79
7	January	\$ 24,220.79
8	February	\$ 24,220.79
9	March	\$ 24,220.79
10	April	\$ 24,220.79
11	May	\$ 24,220.79
12	June	\$ 24,220.79
		\$ 290,649.47

## 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:**

<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			

**(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):**

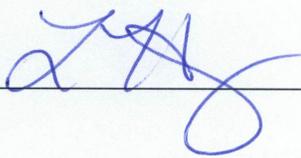
**(5) Authorized Signature**

<b>Signature:</b>		<b>Date:</b>	
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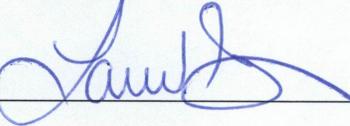
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AGREEMENT BETWEEN COUNTY OF FRESNO  
AND PISTORESI AMBULANCE SERVICE, INC.

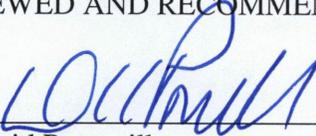
APPROVED AS TO LEGAL FORM:  
DANIEL C. CEDERBORG, COUNTY COUNSEL

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

APPROVED AS TO ACCOUNTING FORM:  
OSCAR J. GARCIA, CPA, AUDITOR-CONTROLLER/  
TREASURER-TAX COLLECTOR

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

REVIEWED AND RECOMMENDED FOR APPROVAL:

By:  \_\_\_\_\_  
David Pomaville  
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