

AGREEMENT

1
2 THIS AGREEMENT is made and entered into this 1st day of July, 2020, by
3 and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter
4 referred to as "COUNTY," and the **PISTORESI AMBULANCE SERVICE, INC.**, a California
5 Corporation, whose address is 113 North R Street, Madera, California 93637, hereinafter referred to
6 as "PISTORESI".

7 **WITNESSETH:**

8 WHEREAS, requests for ambulance services throughout Madera County are transferred by
9 Madera County law and fire agencies to the COUNTY's Emergency Medical Services (EMS)
10 Communications Center for emergency medical dispatch services; and

11 WHEREAS, COUNTY provides EMS dispatching services, including receipt and processing of
12 requests for ambulance services, provision of pre-arrival instructions, dispatch of appropriate
13 ambulances, and notification of first responder agencies, when necessary; and

14 WHEREAS, PISTORESI has received EMS dispatch services since 2005 from the COUNTY's
15 EMS Communications Center through a separate agreement between PISTORESI and K.W.P.H.
16 Enterprises, dba, American Ambulance; and

17 WHEREAS, COUNTY prefers to have a written EMS dispatch agreement with PISTORESI for
18 use of the COUNTY's EMS Communications Center in order to be consistent with all other users of
19 the COUNTY's EMS Communications Center and to assure appropriate compensation is received for
20 use of the COUNTY's EMS Communications Center; and

21 WHEREAS, PISTORESI desires to receive EMS dispatching services from COUNTY's EMS
22 Communications Center; and

23 WHEREAS, COUNTY's EMS Communications Center is staffed and operated by K.W.P.H.
24 Enterprises, Inc., doing business as American Ambulance, a California corporation ("PROVIDER")
25 through that certain Emergency Medical Services Provider Agreement for Emergency Ambulance
26 Services, dated May 16, 2017 (COUNTY Agreement No. A-17-218, "EMS PROVIDER Agreement"),
27 as amended, by and between COUNTY and PROVIDER; and

28 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
17 of 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
2 dispatched 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
7 aid services, and order specialized EMS related equipment from PISTORESIS 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 of
11 PISTORESIS'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 PISTORESIS 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 PISTORESIS's ambulances and equipment twenty-four (24) hours a day, seven (7) days a week.
21 PISTORESIS understands that the radio operator is not dedicated for the sole purpose of PISTORESIS
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 PISTORESIS's administration as needed.

27 (j) COUNTY shall maintain an up-to-date manual of PISTORESIS'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 as
19 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 PISTORES! on a non-exclusive basis.

24 C. PISTORES! shall perform the following functions:

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

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

1 PISTORESI policies and procedures relating to dispatch until first having conferred with COUNTY's
2 Representative and such representative agrees that such policies and procedures are not
3 inconsistent with the COUNTY's EMS Communication Center's Policies and Procedures, and that
4 PISTORESI's policies and procedures do not create additional workload for staff or impact other
5 programs in the COUNTY's EMS Communications Center.

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

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

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

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

15 **2. TERM**

16 A. This Agreement shall become effective on July 1, 2020 and shall continue in full
17 force and effect, and terminate on the 30th day of June, 2023 at 11:59 P.M., unless sooner terminated
18 as provided herein.

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
7 that thirty (30) day period. The party receiving such notice may respond to said notice and any
8 charges 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, 2020 through June 30, 2021, the amount of this
18 Agreement shall not exceed Three Hundred Five Thousand One Hundred Eighty-Two and 00/100
19 Dollars (\$305,184.00).

20 (2) For the period of July 1, 2021 through June 30, 2022, the amount of this
21 Agreement shall not exceed Three Hundred Eight Thousand Two Hundred Thirty-Five and 00/100
22 Dollars (\$308.235.00).

23 (3) For the period of July 1, 2022 through June 30, 2023, the amount of this
24 Agreement shall not exceed Three Hundred Eight Thousand Two Hundred Thirty-Five and 00/100
25 Dollars (\$308.235.00)

26 B. Payments by PISTORESI shall be in arrears, for services provided during the
27 preceding month, within forty-five (45) days after receipt and verification of COUNTY'S invoices by
28 PISTORESI. All payments shall be remitted to COUNTY at the following address: County of Fresno,

1 Department of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno,
2 California, 93775.

3 **5. INVOICING**

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

6 **6. INDEPENDENT CONTRACTOR**

7 In performance of the work, duties, and obligations assumed by COUNTY under this
8 Agreement, it is mutually understood and agreed that COUNTY, including any and all of COUNTY's
9 officers, agents, and employees will at all times be acting and performing as an independent
10 contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee,
11 joint venture, partner, or associate of PISTORESI. Furthermore, PISTORESI shall have no right to
12 control or supervise or direct the manner or method by which COUNTY shall perform its work and
13 function, except for COUNTY's compliance with PISTORESI policies and procedures, herein.

14 However, PISTORESI shall retain the right to administer this Agreement so as to verify that COUNTY
15 is performing its obligations in accordance with the terms and conditions thereof. COUNTY and
16 PISTORESI shall comply with all applicable provisions of law and the rules and regulations, if any, of
17 governmental authorities having jurisdiction over matters which are directly or indirectly the subject of
18 this Agreement.

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

27 In performance of the work, duties and obligations assumed by PISTORESI under this
28 Agreement, it is mutually understood and agreed that PISTORESI, including any and all of the

1 PISTORESIS officers, agents, and employees will at all times be acting and performing as an
2 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
3 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
4 right to control or supervise or direct the manner or method by which PISTORESI shall perform its work
5 and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
6 PISTORESI is performing its obligations in accordance with the terms and conditions thereof.

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

15 **7. MODIFICATION**

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

18 **8. HOLD-HARMLESS**

19 A. PISTORESI agrees to indemnify, save, hold harmless, and at COUNTY'S
20 request, defend COUNTY, including its officers, agents, and employees, from any and all costs and
21 expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or
22 resulting to COUNTY in connection with the performance, or failure to perform, by PISTORESI,
23 including its officers, agents, or employees under this Agreement, and from any and all costs and
24 expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or
25 resulting to any person, firm, or corporation who may be injured or damaged by the performance, or
26 failure to perform, of PISTORESI, including its officers, agents, or employees under this Agreement.

27 B. COUNTY agrees to indemnify, save, hold harmless, and at PISTORESI'S
28 request, defend PISTORESI, including its officers, agents, and employees from any and all costs and

1 expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring or
2 resulting to PISTORESI in connection with the performance, or failure to perform, by COUNTY,
3 including its officers, agents, employees or PROVIDER, under this Agreement, and from any and all
4 costs and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses
5 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
6 performance, or failure to perform, of COUNTY, including its officers, agents, employees or
7 PROVIDER under this Agreement.

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

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

15 **9. INSURANCE**

16 Without limiting the indemnification of each party as stated in Section 8 above, it is understood
17 and agreed that PISTORESI and COUNTY shall each maintain, at their sole expense, the following
18 insurance policies or self-insurance programs including, but not limited to, an insurance pooling
19 arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of
20 this agreement. Coverage shall be provided for comprehensive general liability, automobile liability,
21 professional liability, and workers' compensation exposure. Each party will provide the other party
22 with an appropriate Commercial General Liability insurance certificate with limits of not less than Two
23 Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars
24 (\$4,000,000) along with an appropriate endorsement naming the other party as an additional insured
25 on the Commercial General Liability policy.

26 **Additional Requirements Relating to Insurance**

27 PISTORESI shall obtain endorsements to the Commercial General Liability insurance
28 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as

1 additional insured, but only insofar as the operations under this Agreement are concerned. Such
2 coverage for additional insured shall apply as primary insurance and any other insurance, or
3 self-insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and
4 not contributing with insurance provided under PISTORESI's policies herein. This insurance shall not
5 be cancelled or changed without a minimum of thirty (30) days advance written notice given to
6 COUNTY.

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

12 Within thirty (30) days from the date PISTORESI signs this Agreement, PISTORESI
13 shall provide certificates of insurance and endorsement as stated above for all of the foregoing
14 policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867,
15 Fresno, CA 93775, Attn: Contracts Section – 6th Floor, stating that such insurance coverage have
16 been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
17 not be responsible for any premiums on the policies; that for such worker's compensation insurance
18 the PISTORESI has waived its right to recover from the COUNTY, its officers, agents, and employees
19 any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy;
20 that such Commercial General Liability insurance names the County of Fresno, its officers, agents
21 and employees, individually and collectively, as additional insured, but only insofar as the operations
22 under this Agreement are concerned; that such coverage for additional insured shall apply as primary
23 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
24 and employees, shall be excess only and not contributing with insurance provided under
25 PISTORESI's policies herein; and that this insurance shall not be cancelled or changed without a
26 minimum of thirty (30) days advance, written notice given to COUNTY.
27
28

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

6 COUNTY shall cause PROVIDER to maintain insurance coverage that is consistent with the current
7 EMS PROVIDER Agreement between COUNTY and PROVIDER.

8
9 **10. CONFIDENTIALITY**

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

13 **11. NON-DISCRIMINATION**

14 During the performance of this Agreement, neither party may unlawfully discriminate
15 against any employee or applicant for employment, or recipient of services, because of race, religion,
16 color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital
17 status, age or gender, pursuant to all applicable State of California and Federal statutes and
18 regulations.

19 **12. RECORDS**

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

25 **13. AUDITS AND INSPECTIONS**

26 Each party shall at any time during business hours, and as often as the other party may
27 deem necessary, make available to the other party for examination all of the former party's records
28 and data with respect to the matters covered by this Agreement. Each party shall, upon request by

1 the other party, permit the other party to audit and inspect all such records and data necessary to
2 ensure the former party's compliance with the terms of this Agreement.

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

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7 **14. PROVIDER**

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

13 **15. FORCE MAJEURE**

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

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

28 C. The party whose performance is excused due to the occurrence of an event of

1 Force Majeure shall, during such period, keep the other party hereto notified of all such actions
2 required in order for it to be able to commence or resume performance of its obligations under this
3 Agreement.

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

6 ///

7 **16. NOTICES**

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

10 COUNTY

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

10 PISTORESI

11 Pistoresi Ambulance Service
12 President
13 113 North R Street
14 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
18 United States Mail, postage prepaid, addressed to such party, except for notices of termination, which
19 are 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
24 of 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 **19. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between PISTORESI and COUNTY

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

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7 **20. NO THIRD PARTY BENEFICIARIES**

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

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

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

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

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

9 **CONTRACTOR**

COUNTY OF FRESNO

10 Ted Pistorosi
11 (Authorized Signature)

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

12 Ted Pistorosi - OWNER
13 Print Name & Title

14 113 N R St

15 Madera, CA 93637
16 Mailing Address

17 **ATTEST:**
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

20
21 By: Susan Bishop
Deputy

22 **FOR ACCOUNTING USE ONLY:**

23 Fund/Subclass: 0001/10000
24 Organization #: 56201693
25 Account #: 5039

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EXHIBIT A

Payment	Month	Payment Amount
1	Jul 2020	\$25,432.00
2	Aug 2020	\$25,432.00
3	Sep 2020	\$25,432.00
4	Oct 2020	\$25,432.00
5	Nov 2020	\$25,432.00
6	Dec 2020	\$25,432.00
7	Jan 2021	\$25,432.00
8	Feb 2021	\$25,432.00
9	Mar 2021	\$25,432.00
10	Apr 2021	\$25,432.00
11	May 2021	\$25,432.00
12	Jun 2021	\$25,432.00
13	Jul 2021	\$25,686.25
14	Aug 2021	\$25,686.25
15	Sep 2021	\$25,686.25
16	Oct 2021	\$25,686.25
17	Nov 2021	\$25,686.25
18	Dec 2021	\$25,686.25
19	Jan 2022	\$25,686.25
20	Feb 2022	\$25,686.25
21	Mar 2022	\$25,686.25
22	Apr 2022	\$25,686.25
23	May 2022	\$25,686.25
24	Jun 2022	\$25,686.25
25	Jul 2022	\$25,686.00
26	Aug 2022	\$25,686.00
27	Sep 2022	\$25,686.00
28	Oct 2022	\$25,686.00
29	Nov 2022	\$25,686.00
30	Dec 2022	\$25,686.00
31	Jan 2023	\$25,686.00
32	Feb 2023	\$25,686.00
33	Mar 2023	\$25,686.00
34	Apr 2023	\$25,686.00
35	May 2023	\$25,686.00
36	Jun 2023	\$25,686.00

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).

(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:	