



Board Agenda Item 74

DATE: December 9, 2025

TO: Board of Supervisors

SUBMITTED BY: Joe Prado, Director, Department of Public Health

SUBJECT: Voluntary Termination of Agreements for Dispatch Services with Pistoresi Ambulance Services and Approval of Agreement for American-Madera Dispatch Services

RECOMMENDED ACTION(S):

1. **Accept termination letter from Pistoresi Ambulance Services, Inc. for dispatch services revenue Agreement 23-328, effective November 15, 2025;**
2. **Retroactively authorize the Department of Public Health Director's submission of a written notice to K.W.P.H, dba American Ambulance to terminate Agreement 23-329 for dispatch services for Pistoresi Ambulance Services, Inc., pursuant to the Without Cause provision of the Agreement, effective November 15, 2025; and**
3. **Approve and authorize the Chairman to execute a retroactive revenue Agreement with KWPH Enterprises, d.b.a. American Ambulance, for dispatching of their ambulances in Madera County through the Fresno County Emergency Medical Services Communications Center, effective November 15, 2025 through December 31, 2027 (\$165,967).**

There is no Net County Cost associated with the recommended actions. Pistoresi Ambulance is going out of business and the Department is terminating the two agreements associated with Pistoresi Ambulance in the first and second recommended actions and replacing the two Agreements with a single Agreement with American Ambulance in the third recommended action, effective November 15, 2025. Approval of the third recommended action will allow the Department to capture County costs associated with operating the Emergency Medical Services (EMS) Communications Center for EMS Dispatch in Madera County. This item pertains to a location outside of the County jurisdiction but within the Central California Emergency Medical Services Agency (EMS Agency) area of response.

ALTERNATIVE ACTION(S):

There is no viable alternative action. Should your Board not approve the recommended actions, the EMS Communications Center would not be used for the dispatch of ambulances in Madera County and the Department would not be able to recoup costs for the EMS Communications Center for EMS Dispatch in the County of Madera.

RETROACTIVE AGREEMENT:

The recommended Agreement in the third recommended action is retroactive to November 15, 2025. American Ambulance has begun dispatching their ambulances in Madera County through the EMS Communications Center on that date. The termination letter was not received from Pistoresi Ambulance Service until September 22, 2025, and this agenda item is being brought before your Board in accordance with the agenda item processing timelines.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended actions. With the termination of Agreement No. 23-328, there will be a loss of revenue in the amount of \$224,358 for FY 2025-26. This is mostly offset by decreasing expenditures to American Ambulance with the termination of Agreement No. 23-329 in the amount of \$197,419 for FY 2025-26. The amount kept by the County through these agreements in the amount of \$26,939 for FY 2025-26 will be offset by approval of the third recommended action with American Ambulance for dispatch of their ambulances in Madera County with total revenue in FY25-26 of \$48,967, increasing revenue to capture the full costs of recent increases in communications and server costs for the EMS Communications Center that were not captured by the Pistoiresi agreements. Sufficient appropriations and estimated revenues are included in the Department of Public Health's Org 5620 FY 2025-26 Adopted Budget and will be included in future budget requests.

DISCUSSION:

On June 20, 2023, your Board approved revenue Agreement 23-328 with Pistoiresi and service Agreement 23-329 with American Ambulance regarding the provision of dispatch services using the Fresno County EMS Communications Center. EMS Dispatch services for Pistoiresi began in 2005 and has been operating ever since through a myriad of successor agreements.

On September 22, 2025, Pistoiresi informed the EMS Agency that they were going out of business and would no longer be providing ambulance services in the County of Madera effective November 15, 2025. American Ambulance agreed to continue to provide services in the County of Madera on a non-exclusive basis under a separate Agreement with Madera County.

In its September 22, 2025 written letter of termination, Pistoiresi stated their intent to terminate Agreement 23-328 and discontinue receiving dispatch services from the EMS Communications Center effective November 15, 2025, at 0000 hours, as they will no longer be operating as an ambulance provider. As there is a corresponding service agreement with American Ambulance, who operates the EMS Communications Center on behalf of County, and provides dispatch services for Pistoiresi through Agreement 23-329, a letter of termination was provided to American Ambulance on October 6, 2025.

The first and second recommended actions approve both of these letters of termination, confirming cancellation of dispatch services for Pistoiresi. The recommended actions do not affect ongoing services with the EMS Communications Center operated by American Ambulance.

There are facilities, staffing, communications, software, and server infrastructure costs with the EMS Communications Center that the Department pays for, which are required to dispatch EMS providers within the EMS Agency area of response. The third recommended action allows the Department to recoup those costs associated with dispatch of ambulances in the County of Madera and is consistent with other EMS and Fire dispatch agreements between the County and EMS and fire agencies.

The proposed agreement with American Ambulance ends on December 31, 2027, which differs from the standard county contract of three years plus two one-year additional extensions, as the current exclusive operating agreement with American Ambulance for their operation of the EMS Communications Center ends December 31, 2027.

The proposed revenue agreement with American Ambulance can be terminated without cause by either party with a ninety-day written notice, and either party may terminate the contract if the other party commits a material breach by providing a ten-day written notice, unless the breaching party cures the breach within the ten days.

The proposed agreement contains a mutual hold harmless clause and in the event of an act of God, act of

public enemy, or other extraordinary cause not reasonably within control of either party, the proposed agreement contain a force majeure clause, which excuses the parties' performance under the agreement.

REFERENCE MATERIAL:

BAI #38, June 20, 2023

BAI #38, June 18, 2013

BAI #14, May 16, 2017

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Letter of Termination from Pistoiresi

On file with Clerk - Letter of Termination to American Ambulance

On file with Clerk - Agreement with American Ambulance - Madera

CAO ANALYST:

Ronald Alexander