

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated December 17, 2024 and is  
3 between County of Fresno, a political subdivision of the State of California (“County”), and  
4 Fresno Unified School District, a public school district, (“FUSD”).

5 **Recitals**

6 A. Since the 1993-1994 school year, Deputy Probation Officers (DPOs) have been paired  
7 with Police Officers on Police/Probation Teams to work with school staff on maintaining campus  
8 safety, in addition to supervising students on probation, monitoring school attendance, serving  
9 as liaison between school and the courts, and screening students for various programs.

10 B. Beginning the 2007-2008 school year, County was unable to fund sufficient DPO  
11 positions for the purpose of assignments to oversee students attending FUSD. FUSD provided  
12 partial funding to cover the costs of providing such services.

13 C. FUSD wishes to continue an agreement to receive services from Fresno County  
14 Probation Department (“Probation”) for students attending FUSD, and is willing to provide partial  
15 funding for that purpose.

16 D. County is able to fund the remaining costs for nine (9) DPOs with Juvenile Justice Crime  
17 Prevention Act (“JJCPA”) funds.

18 The parties therefore agree as follows:

19 **Article 1**

20 **County’s Responsibilities**

21 1.1 **General Probation Services.** County shall assign nine (9) DPOs to be responsible  
22 for ordinary probation services on a full-time basis at FUSD school sites in Fresno, as  
23 determined by mutual written agreement of FUSD and County’s Chief Probation Officer, while  
24 this Agreement is in effect and in force.

25 The performance of general probation services, including the standards of performance, the  
26 discipline of officers, and all other matters incident to the performance of probation services and  
27 the control of probation personnel shall be the right and responsibility of County. In the case of  
28 dispute between the parties as to the extent or duties to be rendered under this Agreement, of

1 the minimum level or manner of such performance of such services, the determination made by  
2 the County, through County's Chief Probation Officer, or designee, shall be final and conclusive.

3 1.2 **Scope of Services.** The County shall perform all of the services provided in Exhibit  
4 A to this Agreement, titled "Scope of Services."

5 1.3 **Meetings.** County shall make every effort to provide a DPO to attend and participate  
6 in School Attendance Review Board ("SARB") court hearings on a weekly basis.

7 1.4 **Representation.** The County represents that it is qualified, ready, willing, and able to  
8 perform all of the services provided in this Agreement.

9 1.5 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable  
10 federal, state, and local laws and regulations in the performance of its obligations under this  
11 Agreement, including but not limited to workers compensation, labor, and confidentiality laws  
12 and regulations.

## 13 **Article 2**

### 14 **FUSD's Responsibilities**

15 2.1 FUSD shall compensate and remit payment to County as provided in Article 3.

## 16 **Article 3**

### 17 **Compensation, Invoices, and Payments**

18 3.1 FUSD agrees to pay, and the County agrees to receive, compensation for the  
19 performance of its services under this Agreement as described in this section. Should the  
20 Agreement be extended beyond the first year, compensation shall increase by four percent (4%)  
21 for each subsequent year, for general operating cost increases including salaries and benefits.  
22 For the first year of this Agreement, FUSD shall compensate County in the amount of Three  
23 Hundred Fifty-One Thousand Dollars (\$351,000), in four (4) payments of Eighty-Seven  
24 Thousand, Seven Hundred Fifty Dollars (\$87,750), paid on or about the dates of the 1<sup>st</sup> of the  
25 month following agreement execution, January 1, March 1 and June 1. If extended for the  
26 second year of this Agreement, FUSD shall compensate County in the amount of Three  
27 Hundred Sixty-Five Thousand, Forty Dollars (\$365,040), in four (4) payments of Ninety-One  
28 Thousand, Two Hundred Sixty Dollars (\$91,260), paid on or about the dates of October 1,

1 January 1, March 1 and June 1. If extended for the third year of this Agreement, FUSD shall  
2 compensate County in the amount of Three Hundred Seventy-Nine Thousand, Six Hundred and  
3 Forty-Two Dollars (\$379,642), in four (4) payments of Ninety-Four Thousand, Nine Hundred,  
4 Ten Dollars and Fifty Cents (\$94,910.50), paid on or about the dates of October 1, January 1,  
5 March 1 and June 1.

6 **3.2 Maximum Compensation.** In no event shall the maximum compensation amount  
7 payable to County under this Agreement if extended for the two (2) additional years under  
8 Section 4.2 exceed One Million, Ninety-Five Thousand, Six Hundred Eighty-Two Dollars  
9 (\$1,095,682). FUSD acknowledges that the County is a local government entity, and does so  
10 with notice that the County's powers are limited by the California Constitution and by State law.

11 **3.3 Invoices.** County shall submit quarterly invoices to FUSD at Fresno Unified School  
12 District Accounting Department, 2309 Tulare Street, Fresno, CA 93721. County shall submit  
13 each invoice within 30 days after the quarter in which County performs services and in any case  
14 within 30 days after the end of the term or termination of this Agreement.

15 **3.4 Payment.** FUSD shall pay each correctly completed and timely submitted invoice  
16 within 30 days after receipt. FUSD shall remit any payment to the County's address specified in  
17 the invoice.

18 **3.5 Incidental Expenses.** The County is solely responsible for all of its costs and  
19 expenses that are not specified as payable by the FUSD under this Agreement.

## 20 **Article 4**

### 21 **Term of Agreement**

22 **4.1 Term.** This Agreement is retroactively effective on July 1, 2024 and terminates on  
23 June 30, 2025 except as provided in section 4.2, "Extension," or Article 6, "Termination and  
24 Suspension," below.

25 **4.2 Extension.** The term of this Agreement may be extended for no more than two (2),  
26 one-year periods only upon written approval of both parties at least 30 days before the first day  
27 of the next one-year extension period. The County's Chief Probation Officer, or designee, is  
28 authorized to sign the written approval on behalf of the County. The extension of this Agreement

1 by the County and FUSD is not a waiver or compromise of any default or breach of this  
2 Agreement by the FUSD existing at the time of the extension whether or not known to the  
3 County.

## 4 **Article 5**

### 5 **Notices**

6 5.1 **Contact Information.** The persons and their addresses having authority to give and  
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**

9 Chief Probation Officer  
10 County of Fresno  
11 Probation Department  
12 3333 E. American Ave, Suite B  
13 Fresno, CA 93725  
14 ProbationContracts@fresncountyca.gov

15 **For the Contractor:**

16 Superintendent  
17 Fresno Unified School District  
18 2309 Tulare Street  
19 Fresno, CA 93721

20 5.2 **Change of Contact Information.** Either party may change the information in section  
21 5.1 by giving notice as provided in section 5.3.

22 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
23 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
24 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
25 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
26 Document Format (PDF) document attached to an email.

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

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

(C) A notice delivered by an overnight commercial courier service is effective one  
County business day after deposit with the overnight commercial courier service,

1 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
2 the recipient.

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

8 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
9 nothing in this Agreement establishes, waives, or modifies any claims presentation  
10 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
11 of Title 1 of the Government Code, beginning with section 810).

## 12 **Article 6**

### 13 **Termination and Suspension**

14 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
15 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
16 are not allocated, then the County, upon at least 30 days' advance written notice to the FUSD,  
17 may:

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

19 (B) Terminate this Agreement.

### 20 **6.2 Termination for Breach.**

21 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
22 occurred, either the County or FUSD may give written notice of the breach to the other  
23 party. The written notice may suspend performance under this Agreement and must  
24 provide at least 30 days for the other party to cure the breach.

25 (B) If the County or FUSD fails to cure the breach to the other party's satisfaction  
26 within the time stated in the written notice, the County or FUSD may terminate this  
27 Agreement immediately.

28 (C) For purposes of this section, a breach occurs when the County or FUSD has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the County or FUSD may terminate this Agreement by giving at least 30 days advance written notice to the other party.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County or FUSD under this Article 6 is without penalty to or further obligation of the County or FUSD.

## **Article 7**

### **Independent Contractor**

7.1 **Status.** In performance of the work, duties, and obligations assumed by County under this Agreement, it is mutually understood and agreed that County, including any and all of the County's officers, agents, employees, and volunteers, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of FUSD. However, FUSD shall retain the right to administer this Agreement so as to verify that County is performing its obligation in accordance with the terms and conditions thereof.

7.2 **Verifying Performance.** FUSD shall have no right to control, supervise, or direct the manner or method of the County's performance under this Agreement, but FUSD may verify that the County is performing according to the terms of this Agreement. FUSD and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having justification over matters on the subject thereof.

7.3 **Benefits.** The parties shall be solely liable and responsible for providing to, or on behalf of, their employees all legally-required employee benefits. In addition, parties shall be solely responsible and save the other party harmless from all matters relating to the payment of each party's employees, including compliance with Social Security withholding and all related

1 regulations. Because if its status as an independent contractor, the County has no right to  
2 employment rights or benefits available to FUSD employees.

3 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
4 Agreement, the County may provide services to others unrelated to FUSD.

## 5 **Article 8**

### 6 **Indemnity and Defense**

7 8.1 **Indemnity.** FUSD shall indemnify and hold harmless, and at County's request,  
8 defend the County (including its officers, agents, employees, and volunteers) against all claims,  
9 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,  
10 penalties, and liabilities of any kind to the County, FUSD, or any third party that arise from or  
11 relate to the performance or failure to perform by FUSD (or any of its officers, agents,  
12 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
13 its own defense without affecting the FUSD's obligation to indemnify and hold harmless or  
14 defend the County.

15 County shall indemnify and hold harmless, and at FUSD's request, defend FUSD  
16 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,  
17 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of  
18 any kind to FUSD, County, or any third party that arise from or relate to the performance or  
19 failure to perform by County (or any of its officers, agents, subcontractors, or employees) under  
20 this Agreement. FUSD may conduct or participate in its own defense without affecting the  
21 County's obligation to indemnify and hold harmless or defend FUSD.

22 In the event of concurrent negligence on the part of County or any of its officers,  
23 agents or employees, and FUSD or any of its officers, agents, or employees, the liability for any  
24 and all such claims, demands and actions in law or equity for such losses, fines, penalties,  
25 forfeiture, costs and damages shall be apportioned under the State of California's theory of  
26 comparative negligence as presently established or as may be modified thereafter.

27 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.  
28

1 **Article 9**

2 **Insurance**

3 9.1 FUSD and County shall comply with all the insurance requirements in Exhibit B to  
4 this Agreement.

5 **Article 10**

6 **Inspections, Audits, and Public Records**

7 10.1 **Inspection of Documents.** FUSD shall make available to the County, and the  
8 County may examine at any time during business hours and as often as the County deems  
9 necessary, all of FUSD's records and data with respect to the matters covered by this  
10 Agreement, excluding attorney-client privileged communications. FUSD shall, upon request by  
11 the County, permit the County to audit and inspect all of such records and data to ensure the  
12 FUSD's compliance with the terms of this Agreement.

13 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
14 Agreement exceeds \$10,000, FUSD is subject to the examination and audit of the California  
15 State Auditor, as provided in Government Code section 8546.7, for a period of three years after  
16 final payment under this Agreement. This section survives the termination of this Agreement.

17 10.3 **Public Records.** The County is not limited in any manner with respect to its public  
18 disclosure of this Agreement or any record or data that FUSD may provide to the County. The  
19 County's public disclosure of this Agreement or any record or data that FUSD may provide to  
20 the County may include but is not limited to the following:

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

24 (B) The County may voluntarily, or upon request by any member of the public or  
25 governmental agency, disclose to the public or such governmental agency any record or  
26 data that FUSD may provide to the County, unless such disclosure is prohibited by court  
27 order.



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

4 (D) This Agreement, and any record or data that FUSD may provide to the County, is  
5 subject to public disclosure as a public record under the California Public Records Act  
6 (California Government Code, Title 1, Division 10, beginning with section 7920.000)  
7 (“CPRA”).

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

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

16 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
17 under the CPRA to publicly disclose any record that is in the FUSD's possession or control, and  
18 which the County has a right, under any provision of this Agreement or applicable law, to  
19 possess or control, then the County may demand, in writing, that the FUSD deliver to the  
20 County, for purposes of public disclosure, the requested records that may be in the possession  
21 or control of the FUSD. Within five business days after the County's demand, FUSD shall (a)  
22 deliver to the County all of the requested records that are in FUSD's possession or control,  
23 together with a written statement that FUSD, after conducting a diligent search, has produced all  
24 requested records that are in the FUSD's possession or control, or (b) provide to the County a  
25 written statement that FUSD, after conducting a diligent search, does not possess or control any  
26 of the requested records. FUSD shall cooperate with the County with respect to any County  
27 demand for such records. If FUSD wishes to assert that any specific record or data is exempt  
28 from disclosure under the CPRA or other applicable law, it must deliver the record or data to the

1 County and assert the exemption by citation to specific legal authority within the written  
2 statement that it provides to the County under this section. FUSD's assertion of any exemption  
3 from disclosure is not binding on the County, but the County will give at least ten (10) days'  
4 advance written notice to FUSD before disclosing any record subject to the FUSD's assertion of  
5 exemption from disclosure. FUSD shall indemnify the County for any court-ordered award of  
6 costs or attorney's fees under the CPRA that results from the FUSD's delay, claim of exemption,  
7 failure to produce any such records, or failure to cooperate with the County with respect to any  
8 County demand for any such records.

## 9 **Article 11**

### 10 **Disclosure of Self-Dealing Transactions**

11 11.1 **Applicability.** This Article 11 applies if FUSD is operating as a corporation, or  
12 changes its status to operate as a corporation.

13 11.2 **Duty to Disclose.** If any member of FUSD's board of directors is party to a self-  
14 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-  
15 Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the  
16 County before commencing the transaction or immediately after.

17 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
18 a party and in which one or more of its directors, as an individual, has a material financial  
19 interest.

## 20 **Article 12**

### 21 **General Terms**

22 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
23 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
24 by both parties. FUSD acknowledges that County employees have no authority to modify this  
25 Agreement except as expressly provided in this Agreement.

26 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
27 under this Agreement without the prior written consent of the other party.  
28

1       12.3   **Governing Law.** The laws of the State of California govern all matters arising from  
2 or related to this Agreement.

3       12.4   **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
4 County, California. FUSD consents to California jurisdiction for actions arising from or related to  
5 this Agreement, and, subject to the Government Claims Act, all such actions must be brought  
6 and maintained in Fresno County.

7       12.5   **Construction.** The final form of this Agreement is the result of the parties' combined  
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
10 against either party.

11       12.6   **Days.** Unless otherwise specified, "days" means calendar days.

12       12.7   **Headings.** The headings and section titles in this Agreement are for convenience  
13 only and are not part of this Agreement.

14       12.8   **Severability.** If anything in this Agreement is found by a court of competent  
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
18 intent.

19       12.9   **Nondiscrimination.** During the performance of this Agreement, FUSD shall not  
20 unlawfully discriminate against any employee or applicant for employment, or recipient of  
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
24 all applicable State of California and federal statutes and regulation.

25       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
26 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
27 performance of any continuing or other obligation of FUSD and does not prohibit enforcement  
28 by the County of any obligation on any other occasion.

1       12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
2 between FUSD and the County with respect to the subject matter of this Agreement, and it  
3 supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
4 publications, and understandings of any nature unless those things are expressly included in  
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
7 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
8 exhibits.

9       12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
10 create any rights or obligations for any person or entity except for the parties.

11       12.13 **Authorized Signature.** FUSD represents and warrants to the County that:

12               (A) FUSD is duly authorized and empowered to sign and perform its obligations  
13               under this Agreement.

14               (B) The individual signing this Agreement on behalf of FUSD is duly authorized to do  
15               so and his or her signature on this Agreement legally binds FUSD to the terms of this  
16               Agreement.

17       12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
18 electronic signature as provided in this section.

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

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

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

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

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

11 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
12 original, and all of which together constitute this Agreement.

13 [SIGNATURE PAGE FOLLOWS]  
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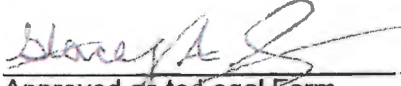
The parties are signing this Agreement on the date stated in the introductory clause.

FRESNO UNIFIED SCHOOL DISTRICT

COUNTY OF FRESNO

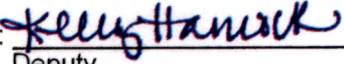
  
Patrick Jensen (Nov 12, 2024 14:45 PST)  
Patrick Jensen, Chief Financial Officer

  
Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

  
Approved as to Legal Form  
Stacey Sandoval, Executive Director, Risk Management

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

2309 Tulare St.  
Fresno, CA 93721

By:   
Deputy

For accounting use only:

Org No.: 34300540  
Account No.: 4895  
Fund No.: 0001  
Subclass No.: 10000

# Exhibit A

## Scope of Services

- I. **Service Description.** The DPOs work under the direct supervision of County's Probation Department. The duties of the assigned DPOs shall be, but are not necessarily limited to, the following:
  1. Provide supervision of students on formal and informal probation who are attending FUSD school sites, as determined by mutual written agreement of FUSD and County's Chief Probation Officer.
  2. Operate in conjunction with an officer of the Fresno City Police Department, as a Police/Probation Team that provides investigation and intervention services concerning students involved in delinquent activity on FUSD high school campuses.
  3. Impose and monitor programs of informal probation and other dispositional options for students attending the high school campuses who commit crimes off campus and who are referred to the high school's Police/Probation Team for intake services by the Probation Department Intake Unit.
  4. Work closely with school administrators and faculty to ensure school attendance of students on supervision attending the specified high schools.
  5. Develop school-based intervention options and other forms of community service, designed to hold students on supervision attending the high schools accountable for misconduct, and to prevent further entry into the juvenile justice system.
  6. Attend regular interagency meetings of the participating agencies.
  7. Assist in the cooperative effort of probation, police and schools to closely monitor and supervise juvenile probationers attending the high school campuses, and help develop and operate a spectrum of intervention and diversion programs designed to improve behavior in the community, home and school.

## Exhibit A

8. Promote youth development by introducing age-appropriate prevention and intervention programs on selected FUSD elementary sites, which are designed to promote positive behaviors in the community, home and school through positive, proactive relationships with DPOs.

**II. Service Locations.** One DPO shall be assigned to each of following FUSD sites.

Sites may be modified through mutual agreement between FUSD and County's Chief Probation Officer.

1. Bullard High School
2. Farber Educational Complex
3. Edison High School
4. Fresno High School
5. Hoover High School
6. McClane High School
7. Phoenix Secondary Academy
8. Roosevelt High School
9. Sunnyside High School

**III. Hours of Operation.** DPOs shall be available Monday through Friday from 8 AM to 5 PM to cover normal school hours. Probation shall ensure appropriate notification is given to FUSD if assigned DPO is not available due to leave or mandatory Probation training. DPO participation in special events occurring after school hours at the request of FUSD shall be reviewed and approved by the DPO's Supervisor.

**IV. Data Collection and Outcomes Measurement.** FUSD and County shall work collaboratively together to develop and implement data collection and outcome measurements, and may adjust such data and outcomes periodically throughout the duration of the Agreement, as needed, to best measure the effectiveness of the services as determined by FUSD and County.



## Exhibit B

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the FUSD or any third parties, FUSD, at its sole expense, shall maintain in full force and effect the following insurance policies throughout 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. FUSD shall obtain an endorsement to this policy naming the County of Fresno, 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 the County is excess only and not contributing with insurance provided under the FUSD'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.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If FUSD is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

#### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the FUSD 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 Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, 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 FUSD has waived its right to recover from the County, its officers, agents, employees,

## Exhibit B

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 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 FUSD'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, FUSD 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, FUSD 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, FUSD 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 FUSD 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 FUSD 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, FUSD 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.** FUSD 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. FUSD is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but FUSD's waiver of subrogation under this paragraph is effective whether or not FUSD obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If FUSD 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

## Exhibit B

the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to FUSD. The County may offset such charges against any amounts owed by the County to FUSD under this Agreement.

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

# Exhibit C

## 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 C

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	