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**AGREEMENT**

THIS AGREEMENT for Janitorial Services (“Agreement”) is made and entered into this 23rd day of April, 2019 (“Effective Date”), by and between the County of Fresno, a Political Subdivision of the State of California (“COUNTY”), and the Superior Court of California, County of Fresno (“COURT”). COURT and COUNTY may be referred to as a “Party” or collectively as “Parties” to this Agreement.

**WITNESSETH**

WHEREAS, COURT and COUNTY have a need for janitorial services for the common area on the first floor of the Juvenile Court Facility, located at 3333 American Avenue, Fresno, CA 93725. The common area on the first floor is approximately 9,291 square feet (“Facility”);

WHEREAS, the Facility is occupied by both COUNTY AND COURT staff; and

WHEREAS, COURT has contracted for the equipment, and personnel skilled in the provision of janitorial services.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

**SECTION 1. -- SERVICES**

- A. COURT agrees to provide janitorial services in the common areas, such as lobbies and building entrances, which serve both Parties. A description of services and service areas are specified in Exhibit A, attached and incorporated by this reference. Rates are outlined in Section 5, “Compensation.”
- B. COURT shall comply with all applicable Federal, State, County, and City regulations regarding wages, hours, and working conditions in performing its obligations under this Agreement.
- C. COUNTY shall provide a County representative (“County Representative”) to represent the COUNTY under this Agreement, as COURT carries out COURT’s obligations under this Agreement. The County Representative will be the COUNTY’s Facilities Division Manager and his or her designees. The contact person for COURT will be the Court’s Facilities Manager as listed in Section 14, “NOTICES.”

**SECTION 2. -- TERM**

The initial term of this Agreement shall be for a period of one (1) year, commencing on April 23, 2019, through and including April 22, 2020 (“Term”). This Agreement shall automatically renew

1 for four (4) one (1) year terms upon the same terms and conditions herein set forth, unless written  
2 notice of non-renewal is given by either Party, no later than thirty (30) days prior to the close of the  
3 then-current Agreement term. COUNTY's Director of Internal Services/Chief Information Officer or  
4 his or her designee, is authorized to execute such non-renewal on behalf of COUNTY.

5 **SECTION 3. -- TERMINATION**

6 This Agreement may be terminated for the following reasons:

7 A. Non-Allocation of Funds -- The terms of this Agreement, and the services to be provided  
8 hereunder, are contingent on the approval of funds by the appropriating government  
9 agency. Should sufficient funds not be allocated, the services provided may be modified,  
10 or this Agreement terminated, at any time by giving the COURT thirty (30) days advance  
11 written notice.

12 B. Breach of Contract – COUNTY may immediately suspend or terminate this Agreement  
13 in whole or in part, where in the determination of the COUNTY there is:

- 14 1. An illegal or improper use of funds;
- 15 2. A failure to comply with any terms of this Agreement;
- 16 3. A substantially incorrect or incomplete report submitted to the COUNTY; or
- 17 4. Improperly performed services.

18 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
19 breach of this Agreement or any default which may then exist on the part of the COURT. Such  
20 payment shall not impair or prejudice any remedy to the COUNTY with respect to the breach or  
21 default. COUNTY shall have the right to demand of the COURT the repayment to the COUNTY of  
22 any funds disbursed to the COURT under this Agreement, which in the judgment of the COUNTY  
23 were not expended in accordance with the terms of this Agreement. COURT shall promptly refund  
24 any such funds upon demand.

25 COURT may immediately suspend or terminate this Agreement in whole or in part, if  
26 COUNTY fails to pay invoices timely.

27 C. Without Cause - Under circumstances other than those set forth above, this Agreement  
28 may be terminated by either party upon the giving of sixty (60) days' advance written notice of an

1 intention to terminate. In the event of such termination, COUNTY shall pay COURT for satisfactory  
2 services or supplies provided up until the date of termination.

3 **SECTION 4. -- COMPENSATION**

4 COUNTY agrees to pay COURT, and COURT agrees to receive compensation for providing  
5 routine and additional janitorial services in the common area on the first floor of the Facility, which  
6 is approximately nine thousand two-hundred ninety-one (9,291) square feet. The cost for janitorial  
7 services shall be paid one-half (1/2) by COUNTY and one-half (1/2) by COURT. COUNTY agrees  
8 to pay COURT in accordance with the contracted janitorial per square foot rate paid by COURT. As  
9 of the Effective Date, the current contracted janitorial per square foot rate paid by the COURT is  
10 \$0.13 for routine janitorial services. The cost for routine janitorial services shall increase to \$0.14  
11 per square foot on January 1, 2020, then \$0.16 per square foot on January 1, 2021. In the event  
12 that there are further changes in the janitorial rate per square foot throughout the Term of this  
13 Agreement, COURT shall give written notice thereof to COUNTY at least thirty (30) calendar days  
14 prior to the effective date of any such change. As to COUNTY, the Director of Internal  
15 Services/Chief Information Officer is authorized to consent in writing to any such modification. All  
16 janitorial services provided by COURT shall include all labor, equipment, and materials required to  
17 complete the services, as specified in Exhibit A.

18 COUNTY may request additional janitorial services from COURT on an as-needed basis  
19 that are in addition to routine janitorial services. If COURT is unable to provide additional services  
20 when requested, COURT shall notify COUNTY within two (2) business days of the request.  
21 Compensation for any such services shall be at the rate provided in Exhibit A, "Extra Services".

22 COUNTY's pro-rata portion of routine janitorial charges is estimated at Eight Thousand  
23 Dollars (\$8,000) for each twelve (12) month term of this Agreement. The annual estimate is based  
24 on projections, and it is understood that all expenses may be higher or lower based on actuals.

25 In no event shall the total compensation paid to COURT for the entire potential five-year  
26 term of this Agreement exceed the sum of forty-five thousand dollars (\$45,000).

27 **SECTION 5. -- INVOICING**

28 COURT shall submit invoices in accordance with the rates and charges agreed upon for the  
services provided to the COUNTY during the previous monthly billing period on the first day of the

1 month. Each invoice shall reference this Agreement number, the date and name of the facility where  
2 the services were performed, a clear identification of services performed (each invoice labeled  
3 either "Routine Janitorial Services" or "Extra Services"). Invoices shall be emailed to [lsdap-](mailto:lsdap-ar@fresnocountyca.gov)  
4 [ar@fresnocountyca.gov](mailto:ar@fresnocountyca.gov) or mailed to The County of Fresno, ISD, ATTN: Business Office (A/P  
5 Division), 333 W. Pontiac Way, Clovis, CA 93612. COUNTY shall make payment to COURT no  
6 later than forty-five (45) days after receipt and approval of each invoice, which shall be given upon  
7 verification of satisfactory performance.

8 COURT shall be solely responsible for and promptly pay all janitorial charges for the first  
9 floor common area of the Facility. COUNTY shall be billed for its pro-rated costs based on square  
10 footage actually occupied by COUNTY. COUNTY agrees to reimburse COURT monthly in arrears,  
11 upon receipt of billing.

#### 12 **SECTION 6. -- MODIFICATION**

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

#### 15 **SECTION 7. -- INDEPENDENT CONTRACTORS**

16 In performance of the work, duties, and obligations assumed by COURT under this  
17 Agreement, it is mutually understood and agreed that COURT, including any and all of COURT's  
18 officers, agents, subcontractors, and employees shall at all times be acting and performing as  
19 independent contractors, and shall act in an independent capacity and not as an officer, agent,  
20 servant, employee, joint venturer, partner, or associate of the COUNTY.

21 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or  
22 method by which COURT's contractor shall perform their work and function. However, COURT's  
23 contractor's methods must be compatible with COUNTY's standards and must result in satisfactory  
24 and timely completion of the work assigned, and the quality and quantity of work produced must be  
25 acceptable to the COUNTY. COUNTY retains the right to verify that COURT is performing its  
26 obligations in accordance with this Agreement's terms and conditions. COURT and COUNTY shall  
27 comply with all applicable provisions of law and the rules and regulations, if any, of governmental  
28 authorities having jurisdiction over matters covered by this Agreement.



1 or corporation who may be injured or damaged by the performance, or failure to perform, of  
2 COURT, its officers, agents, or employees under this Agreement.

3 The provisions of this Section 10 shall survive termination of this Agreement.

4 **SECTION 11. -- INSURANCE**

5 Without limiting COUNTY's right to obtain indemnification from COURT or any third parties,  
6 COURT, at its sole expense, shall maintain in full force and effect, the following insurance policies  
7 or a program of self-insurance, including but not limited to, an insurance pooling arrangement or  
8 Joint Powers Agreement (JPA) throughout the term of the Agreement:

9 A. Certificate of Participation (see Exhibit C)

10 B. Automobile Liability

11 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
12 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include  
13 any auto used in connection with this Agreement.

14 C. Professional Liability

15 If COURT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing  
16 services, Professional Liability Insurance with limits of not less than One Million Dollars  
17 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. This  
18 coverage shall be issued on a per claim basis. COURT agrees that it shall maintain, at its sole  
19 expense, in full force and effect for a period of three years following the termination of this  
20 Agreement, one or more policies of professional liability insurance with limits of coverage as  
21 specified herein.

22 D. Worker's Compensation

23 A policy of Worker's Compensation insurance as may be required by the California Labor Code.  
24 COURT shall obtain endorsements to the Commercial General Liability insurance naming the  
25 County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
26 insured, but only insofar as the operations under this Agreement are concerned. Such coverage  
27 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,  
28 maintained by COUNTY, its officers, agents and employees shall be excess only and not  
contributing with insurance provided under COURT's policies herein. This insurance shall not be

1 cancelled or changed without a minimum of thirty (30) days advance written notice given to  
2 COUNTY.

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

8 Within thirty (30) days from the date COURT executes this Agreement, COURT shall provide  
9 certificates of insurance and endorsement as stated above for all of the foregoing policies, as  
10 required herein, to the County of Fresno, Facility Services, Attn: Facility Manager, 4590 E. Kings  
11 Canyon Road, Fresno, CA 93702, stating that such insurance coverage have been obtained and  
12 are in full force; that the County of Fresno, its officers, agents and employees will not be responsible  
13 for any premiums on the policies; that for such worker's compensation insurance the COURT has  
14 waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid  
15 under the insurance policy and that waiver does not invalidate the insurance policy; that such  
16 Commercial General Liability insurance names the County of Fresno, its officers, agents and  
17 employees, individually and collectively, as additional insured, but only insofar as the operations  
18 under this Agreement are concerned; that such coverage for additional insured shall apply as  
19 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,  
20 agents and employees, shall be excess only and not contributing with insurance provided under  
21 COURT's policies herein; and that this insurance shall not be cancelled or changed without a  
22 minimum of thirty (30) days advance, written notice given to COUNTY.

23 In the event COURT fails to keep in effect at all times insurance coverage as herein  
24 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
25 Agreement upon the occurrence of such event.

26 All policies shall be with admitted insurers licensed to do business in the State of California.  
27 Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc.  
28 rating of A FSC VII or better.



1 For all claims arising out of or related to this Agreement, nothing in this section establishes, waives,  
2 or modifies any claims presentation requirements or procedures provided by law, including but not  
3 limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning  
4 with section 810).

5 **SECTION 14. – LEGAL AUTHORITY**

6 Each individual executing this Agreement on behalf of COURT hereby covenants, warrants,  
7 and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement  
8 on behalf of COURT, e.g. (without limitation), in accordance with all applicable formalities and  
9 under California law.

10 **SECTION 15. -- GOVERNING LAW**

11 Venue for any action arising out of or relating to this Agreement shall only be in Fresno  
12 County, California. The rights and obligations of the parties and all interpretation and performance  
13 of this Agreement shall be governed in all respects by the laws of the State of California.

14 **SECTION 16. -- DISCLOSURE OF SELF-DEALING TRANSACTIONS**

15 This provision is only applicable if the COURT is operating as a corporation (a for-profit or  
16 non-profit corporation) or if during the term of this agreement, the COURT changes its status to  
17 operate as a corporation.

18 Members of COURT's Board of Directors shall disclose any self-dealing transactions that  
19 they are a party to while COURT is providing goods or performing services under this agreement.  
20 A self-dealing transaction shall mean a transaction to which the COURT is a party and in which one  
21 or more of its directors has a material financial interest. Members of COURT's Board of Directors  
22 shall disclose any self-dealing transactions that they are a party to by completing and signing a  
23 *Self-Dealing Transaction Disclosure Form* (Exhibit B) and submitting it to the COUNTY prior to  
24 commencing with the self-dealing transaction or immediately thereafter.

25 **SECTION 17. -- ENTIRE AGREEMENT**

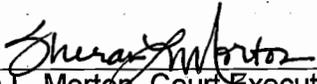
26 This Agreement constitutes the entire agreement between COURT and COUNTY with  
27 respect to the subject matter hereof and supersedes all previous Agreement negotiations,  
28 proposals, commitments, writings, advertisements, publications, and understandings of any nature  
whatsoever unless expressly included in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Janitorial Services as of the Effective date.

COURT

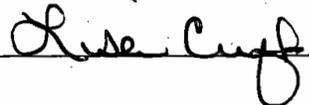
COUNTY OF FRESNO

  
\_\_\_\_\_  
Sheran L. Morton, Court Executive Officer  
Superior Court of California,  
County of Fresno

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

March 27, 2019  
Date

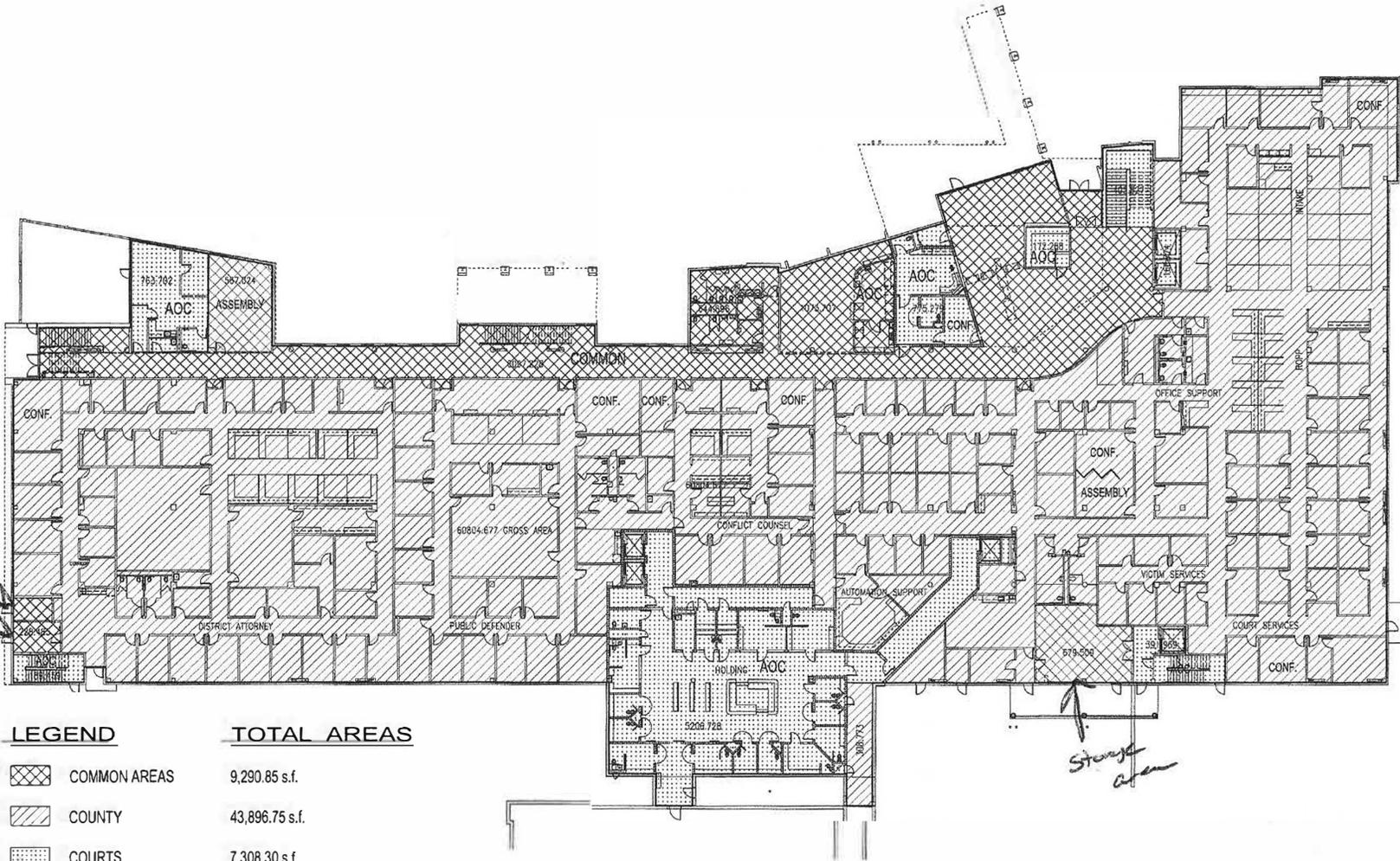
**ATTEST:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

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

For Accounting Use Only:  
Org No.: 8935  
Account No.: 7070  
Fund: 1045  
Subclass: 10000

# **EXHIBIT A**

MAP OF COMMON AREAS



LEGEND	TOTAL AREAS
 COMMON AREAS	9,290.85 s.f.
 COUNTY	43,896.75 s.f.
 COURTS	7,308.30 s.f.
GROSS AREA	60,495.90 s.f.

 DELINQUENCY COURT AND OFFICES  
FIRST FLOOR PLAN



EXHIBIT B

## DESCRIPTION OF ROUTINE SERVICES

### PART I: Proposed Routine Tasks and Frequencies

The following routine tasks shall be performed at the minimum frequencies specified below.

#### RESTROOM CARE – Public

**DAILY:** Remove trash from all receptacles and replace liners when soiled or wet. Clean, disinfect and restock all dispensers, including liquid soap dispensers.

**TWICE A WEEK:** Clean and disinfect commode inside and outside including seats, urinals and basins, counter tops, splash boards, door handles and latches, push plates light switch covers, flush valves, faucets and adjacent surfaces. Clean all mirrors, stainless, plated or enamel surfaces.

**WEEKLY:** Dust mop and wet mop floors with detergent disinfectant.

**MONTHLY:** Thoroughly machine scrub floors; clean and disinfect walls, doors, etc., including trim and hardware; treat floor drains to prevent sewer gas and odor.

#### RESTROOM CARE – Staff & Jury Deliberation Rooms

**DAILY:** Remove trash from all receptacles and replace liners when soiled or wet. Clean, disinfect and restock all dispensers, including liquid soap dispensers.

**TWICE A WEEK:** Clean and disinfect commode inside and outside including seats, urinals and basins, counter tops, splash boards, door handles and latches, push plates light switch covers, flush valves, faucets and adjacent surfaces. Clean all mirrors, stainless, plated or enamel surfaces.

**WEEKLY:** Dust mop and wet mop floors with detergent disinfectant.

**MONTHLY:** Thoroughly machine scrub floors; clean and disinfect walls, doors, etc., including trim and hardware; treat floor drains to prevent sewer gas and odor.

#### RESTROOM CARE – Private

**TWICE A WEEK:** Remove trash from all receptacles and replace liners when soiled or wet. Clean, disinfect and restock all dispensers, including liquid soap dispensers. Clean and disinfect commode inside and outside including seats, urinals, and basins, counter tops, splash boards, door handles and latches, push plates light switch covers, flush valves, faucets and adjacent surfaces. Clean all mirrors, stainless, plated or enamel surfaces.

**WEEKLY:** Dust mop and wet mop floors with detergent disinfectant.

**MONTHLY:** Thoroughly machine scrub floors; clean and disinfect walls, doors, etc., including trim and hardware; treat floor drains to prevent sewer gas and odor.

#### CARPET CARE- Public Areas

**TWICE A WEEK:** Thoroughly vacuum and remove spots and stains. Spot or stain removal shall be accomplished after regular business hours.

### **CARPET CARE- Staff, Private & Jury Deliberation Rooms**

**TWICE A WEEK:** Thoroughly vacuum and remove spots and stains. Spot or stain removal shall be accomplished after regular business hours.

**AS NEEDED:** Vacuum with crevice tool and other attachments to clean edges, corners and difficult-to reach areas. Interim bonnet method, extraction or steam cleaning for heavy traffic areas, such as hallways, corridors, doorways, lobbies, waiting areas, elevators, stairs, landings and any area where food or beverage is present or is consumed. Interim cleaning shall be accomplished at such frequency so as to avoid spots, stains and soil accumulation.

### **TRASH REMOVAL- Public Areas and Break rooms**

**DAILY:** Empty wastebaskets and other trash receptacles. Replace liners when soiled or damaged.

### **TRASH REMOVAL- Staff, Private & Jury Deliberation Rooms**

**TWICE PER WEEK:** Empty wastebaskets and other trash receptacles. Replace liners when soiled or damaged.

### **ELEVATORS**

**DAILY:** Thoroughly vacuum carpet and remove spots. Clean and polish all components, remove dust, cobwebs, fingerprints, smudges and streaks to leave a clean, bright condition.

**AS NEEDED:** Vacuum edges, corners, door tracks, etc. Clean carpet as a heavy foot traffic area and de-static as required by request. Use fire retardants if required.

### **STAIRWELLS (RESILIENT)**

**MONTHLY:** Sweep or dust mop and spot mop steps and landings. Spot clean handrails, bracing, walls, ceilings and hardware.

### **KITCHENETTES/BREAKROOMS**

**DAILY:** Stock dispensers including liquid soap dispensers.

**WEEKLY:** Clean and disinfect sinks, counters, splashboards, tabletops, faucets, handles and dispensers. Mop and wet mop floors. Clean mats, if any, spot clean chairs and cabinets.

### **GLASS CLEANING**

**WEEKLY:** Thoroughly clean interior and exterior door glass, including hardware and frames. Glass partitions and directory glass, including hardware and frames, and designated offices with public counter security glass.

### **CERAMIC TILE FLOORS**

**TWICE A WEEK:** Sweep or dust mop and spot mop. Remove gum and scuff marks.

**SEMI-ANNUALLY:** Thoroughly machine scrub.

**RESILIENT FLOOR CARE (COMPOSITION, VINYL, LINOLEUM, ETC.)**

**TWICE A WEEK:** Sweep or dust mop and spot mop. Remove gum and scuff marks.

**MONTHLY:** Thoroughly wet mop. Repair finish, spray buff to prevent pattern wear. Burnish or high speed buff to maintain a glossy appearance as needed; not less than weekly, except for restricted areas noted by Court personnel.

**SEMIANNUALLY:** Machine scrub floor finish except where prohibited.

**DUST REMOVAL**

**AS NEEDED:** Remove dust and cobwebs from baseboards, blinds, sills, ledges, casework, counters, workstations, chair platforms, tables, furniture, fixtures, frames, cubical tops and sides, visible surfaces of bookcases, work surfaces when paperwork or personal items are not present (personal items and books on shelves not to be moved). All dusting shall be accomplished at such frequency so as to prohibit accumulation.

**FINGERPRINTS, SMUDGES, SCUFFMARKS, STREAKS, ETC.**

**DAILY:** Spot removal, all surfaces for fingerprints, smudges, scuffmarks, streaks, etc.

**WEEKLY:** Thoroughly remove all fingerprints, smudges, scuffmarks, streaks, etc., from all surfaces. Spot removal or thorough removal shall be accomplished at such frequency so as to prohibit accumulation.

**SPECIAL AREAS**

**DAILY:** Special areas, such as computer rooms and private restrooms are included as part of these specifications insofar as the Court, is required to maintain such areas.

Provision of janitor closets, storerooms and work areas for Contractor personnel will be at the discretion of the Court and must be kept neat, clean and orderly.

**SEMI-ANNUALLY:** Clean woodwork and walls. Remove all cobwebs from ceilings and walls.

**MAIN COURTHOUSE SMOKING AREA:**

**TWICE A WEEK:** Sweep or dust mop landing. Spot clean benches, walls, and hardware and empty smoker station ash cans.

**ANNUAL CLEANING**

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Proposers will specifically and separately cost out the following jobs at an annual rate:

- Thoroughly extract, steam clean, or otherwise clean all carpet.
- Thoroughly scrub steps and landings. Detail all stairwell components including all level dusting and cobweb removal.
- Strip and apply floor finish, except for restricted areas noted by Court personnel.
- Wipe clean all diffusers and light fixtures.

## DESCRIPTION OF EXTRA SERVICES

**JANITORIAL INC.**

Company Name

Extra Services Rate - Hourly

\$ 25.00

**One Time Cost for Extra Services as requested by the Court**

**Please list costs by facility:**

Thoroughly extract, steam clean, or otherwise clean all carpet.

Thoroughly scrub steps and landings of stairwells. Detail all stairwell components including all level dusting and cobweb removal.

Strip and apply floor finish, except for restricted areas noted by Court personnel.

Wipe clean all diffusers and light fixtures.

	Main	Sisk	JJC	N.A. Jail	Archives
	\$55/hour	\$55/hour	\$55/hour	\$55/hour	\$55/hour
	No Charge				
	\$55/hour	\$55/hour	\$55/hour	\$55/hour	\$55/hour
	No Charge				

**COURT MAY OR MAY NOT CHOOSE TO REQUEST THE ANNUAL SERVICES. THEY ARE EXTRA AND NOT A PART OF THE CONTRACT.**

# **EXHIBIT B**

1 **EXHIBIT B**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),  
4 members of a contractor's board of directors (hereinafter referred to as "County Contractor"),  
5 must disclose any self-dealing transactions that they are a party to while providing goods,  
6 performing services, or both for the County. A self-dealing transaction is defined below:

7 *"A self-dealing transaction means a transaction to which the corporation is a party and in*  
8 *which one or more of its directors has a material financial interest"*

9 The definition above will be utilized for purposes of completing this disclosure form.

10 INSTRUCTIONS

11 (1) Enter board member's name, job title (if applicable), and date this disclosure is being  
12 made.

13 (2) Enter the board member's company/agency name and address.

14 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to  
15 the County. At a minimum, include a description of the following:

16 a. The name of the agency/company with which the corporation has the  
17 transaction; and

18 b. The nature of the material financial interest in the Corporation's transaction that  
19 the board member has.

20 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable  
21 provisions of the Corporations Code.

22 (5) Form must be signed by the board member that is involved in the self-dealing  
23 transaction described in Sections (3) and (4).  
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**(1) Company Board Member Information:**

not applicable	Date:	

**(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:	
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## Exhibit C



# JUDICIAL COUNCIL OF CALIFORNIA

455 Golden Gate Avenue • San Francisco, California 94102

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## MEMORANDUM

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**TO:** County of Fresno

**FROM:** Oliver Cheng, Attorney 

**DATE:** May 29, 2018

**SUBJECT/  
PURPOSE OF  
MEMO:** Certificate of Participation: California Judicial Branch Litigation  
Management Program

**CONTACT FOR  
FURTHER  
INFORMATION:**      **NAME:** Oliver Cheng      **TEL:** 415-865-4616      **EMAIL:** oliver.cheng@jud.ca.gov

### PURPOSE OF MEMO

This memo responds to your request to the Superior Court of California, County of Fresno, for a certificate of commercial liability insurance in connection with an MOU for program services. Please retain this memo as your proof of the court's participation in the Litigation Management Program of the judicial branch of the State of California. This program is in lieu of commercial liability insurance.

### OVERVIEW

The superior court is an entity of the judicial branch of the State of California. The Judicial Council of California established the Litigation Management Program to address litigation and claims against judicial branch entities,<sup>1</sup> including the superior courts. The program is

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<sup>1</sup> "Judicial branch entities" are defined in section 900.3 of the Government Code as including the superior courts, the Courts of Appeal, the Supreme Court, and the Judicial Council of California. The requirements for actions against public employees, as set forth in sections 950 through 951 of the Government Code, apply to actions against employees of those judicial branch entities.

May 29, 2018

administered pursuant to statutes and rules of court governing the management of litigation and claims against California judicial branch entities and judicial officers.

**Applicable Statutes**

Sections 811.9 and 912.7 of the Government Code codify the responsibility of the Judicial Council to provide representation, defense, and indemnification of the trial courts, and their judges, subordinate judicial officers, executive officers, and employees, in accordance with sections 810 through 995 of the Government Code. Section 965(c) codifies the responsibility of the State of California to pay settlements and judgments arising out of the activities of a judicial branch entity.

**Applicable Rules of Court**

The Litigation Management Program is administered in accordance with the California Rules of Court, rules 10.14, 10.201, 10.202 and 10.203, which are promulgated under sections 811.9 and 912.7 of the Government Code. The rules require the Judicial Council's Legal Services office to manage and administer a program for investigating and resolving all claims and lawsuits affecting the courts.

**Duration of Superior Court's Participation**

The superior court's participation in the Litigation Management Program is mandatory and continues without interruption in accordance with the statutes and rules of court.