

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated April 8, 2025 and is between Lexipol, LLC a Delaware corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. WHEREAS, County and Contractor have contracted for law enforcement policy manual and daily training bulletin services since March of 2015. In April of 2023, County and Contractor entered into an Amended Agreement to contract for both law enforcement and custody policy manual and daily training bulletin services, set to expire on March 31, 2025.

B. WHEREAS, County desires to enter into an agreement to receive ongoing access to Contractor's law enforcement and custody policy manual materials, as well as Contractor's daily training bulletin, which are delivered via online subscription access to Contractor's policy platform (the "Lexipol Knowledge Management System"). Such subscription access shall be for the County's Sheriff's Office ("Sheriff's Office") personnel; and

C. WHEREAS, Contractor is qualified and willing to provide ongoing access to the Lexipol Knowledge Management System; and

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Services."

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

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

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall maintain the confidentiality of County's password and account.
4 County agrees to notify Lexipol immediately of any unauthorized use of County's account or
5 breach of security.

6 2.2 County shall ensure that County's username and password are for County's sole
7 use, and County shall not share, distribute, sell or otherwise transfer its password or username
8 to other individuals.

9 2.3 County shall ensure that administrator passwords permitting access to Lexipol
10 Forum pages, Release Notes, and guide sheets are for use of County Administrator, and may
11 not be used by any other user.

12 **Article 3**

13 **Compensation, Invoices, and Payments**

14 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
15 the performance of its services under this Agreement as described in Exhibit B to this
16 Agreement, titled "Compensation."

17 3.2 **Invoices.** The Contractor shall submit yearly invoices to the Fresno County Sheriff's
18 Office Business Office, PO Box 1788, Fresno, CA 93717 and
19 sheriff.payables@fresnosheriff.org, or both. The Contractor shall submit each invoice within 60
20 days prior to the annual term in which the County will receive its annual subscription access to
21 the Lexipol Knowledge Management System.

22 3.3 **Payment.** The County shall pay each correctly completed and timely submitted
23 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
24 address specified in the invoice, including through utilization of Contractor's online payment
25 portal, if applicable and acceptable to County.

26 3.4 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
27 expenses that are not specified as payable by the County under this Agreement.
28

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective retroactive to April 1, 2025 and terminates on
4 March 31, 2028, except as provided in section 4.2, "Extension," or Article 6, "Termination and
5 Suspension," below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
7 year periods only upon written approval of both parties at least 30 days before the first day of
8 the next one-year extension period. The Sheriff or his or her designee is authorized to sign the
9 written approval on behalf of the County based on the Contractor's satisfactory performance.
10 The extension of this Agreement by the County is not a waiver or compromise of any default or
11 breach of this Agreement by the Contractor existing at the time of the extension whether or not
12 known to the County.

13 **Article 5**

14 **Notices**

15 5.1 **Contact Information.** The persons and their addresses having authority to give and
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Sheriff's Office
19 County of Fresno
20 2200 Fresno Street
21 Fresno, CA 93721
Sheriff.payables@fresnosheriff.org
22 Fax: 559-600-8318

23 **For the Contractor:**

24 Lexipol, LLC
25 Attn: Theresa Maza
26 2611 Internet Boulevard, Suite 120
27 Frisco, Texas 75034
tmaza@lexipol.com
28 Phone: 469-722-7599

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

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
for or permitted under this Agreement must be in writing, state that it is a notice provided under

1 this Agreement, and be delivered either by personal service, by first-class United States mail, by
2 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
3 Document Format (PDF) document attached to an email.

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

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

8 (C) A notice delivered by an overnight commercial courier service is effective one
9 County business day after deposit with the overnight commercial courier service,
10 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
11 the recipient.

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

17 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
18 nothing in this Agreement establishes, waives, or modifies any claims presentation
19 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
20 of Title 1 of the Government Code, beginning with section 810).

21 **Article 6**

22 **Termination and Suspension**

23 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
24 contingent on the approval of funds by the appropriating government agency. If sufficient funds
25 are not allocated, then the County, upon at least 30 days' advance written notice to the
26 Contractor, may:

27 (A) Modify the services provided by the Contractor under this Agreement; or

28 (B) Terminate this Agreement.

1 **6.2 Termination for Breach.**

2 (A) Upon determining that a breach (as defined in paragraph (C) below) has
3 occurred, the County may give written notice of the breach to the Contractor. The written
4 notice may suspend performance under this Agreement, and must provide at least 30
5 days for the Contractor to cure the breach.

6 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
7 time stated in the written notice, the County may terminate this Agreement immediately.

8 (C) For purposes of this section, a breach occurs when, in the determination of the
9 County, the Contractor has:

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

14 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
15 County may terminate this Agreement by giving at least 30 days advance written notice to the
16 Contractor. Notwithstanding the foregoing, the County understands that Contractor has already
17 incurred the costs of labor and development required to provide its services in full prior to the
18 beginning of each annual term, and thus any termination without cause shall not entitle the
19 County to a refund of fees already paid for Contractor's services.

20 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
21 under this Article 6 is without penalty to or further obligation of the County.

22 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
23 6, the County may demand repayment by the Contractor of any monies disbursed to the
24 Contractor under this Agreement that, in the County's sole judgment, were not expended in
25 compliance with this Agreement. Additionally, the County may demand repayment by the
26 Contractor of the prorated portion of the prepaid annual fees for the unused remaining months
27 of the term. The Contractor shall promptly refund all such monies upon demand. This section
28 survives the termination of this Agreement.

1 **Article 7**

2 **Independent Contractor**

3 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractor's performance under this Agreement, but the County may
9 verify that the Contractor is performing according to the terms of this Agreement.

10 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
11 right to employment rights or benefits available to County employees. The Contractor is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Contractor shall save the County harmless from all matters relating to the payment of
14 Contractor's employees, including compliance with Social Security withholding and all related
15 regulations.

16 7.4 **Services to Others.** The parties acknowledge that, during the term of this
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 **Article 8**

19 **Indemnity and Defense**

20 8.1 **Indemnity.** Except as set forth herein, the Contractor shall indemnify and hold
21 harmless and defend the County (including its officers, agents, employees, and volunteers)
22 against all claims, demands, injuries, damages, costs, expenses (including attorney fees and
23 costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party
24 that arise from or relate to the performance or failure to perform by the Contractor (or any of its
25 officers, agents, subcontractors, or employees) under this Agreement. The County may conduct
26 or participate in its own defense without affecting the Contractor's obligation to indemnify and
27 hold harmless or defend the County. Notwithstanding the foregoing, the County acknowledges
28 and agrees that, prior to their use or final publication, all County policies and procedures shall

1 be individually reviewed and adopted by the County or its appropriate designee. County further
2 acknowledges and agrees that it, and not Contractor, shall be deemed the "Policy Maker" for all
3 purposes with respect to all final and published policies and procedures it utilizes, and that
4 Contractor's liability and duty to indemnify, hold harmless, and defend does not extend to
5 policies or procedures which have been modified from their original form.

6 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

7 **Article 9**

8 **Insurance**

9 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
10 Agreement.

11 **Article 10**

12 **Inspections, Audits, and Public Records**

13 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
14 the County may examine at any time during business hours and as often as the County deems
15 necessary, all of the Contractor's records and data with respect to the matters covered by this
16 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
17 request by the County, permit the County to audit and inspect all of such records and data to
18 ensure the Contractor's compliance with the terms of this Agreement.

19 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
20 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
21 California State Auditor, as provided in Government Code section 8546.7, for a period of three
22 years after final payment under this Agreement. This section survives the termination of this
23 Agreement.

24 10.3 **Public Records.** The County is not limited in any manner with respect to its public
25 disclosure of this Agreement or any record or data that the Contractor may provide to the
26 County. The County's public disclosure of this Agreement or any record or data that the
27 Contractor may provide to the County may include but is not limited to the following:
28

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

4 (B) The County may voluntarily, or upon request by any member of the public or
5 governmental agency, disclose to the public or such governmental agency any record or
6 data that the Contractor may provide to the County, unless such disclosure is prohibited
7 by court order.

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

11 (D) This Agreement, and any record or data that the Contractor may provide to the
12 County, is subject to public disclosure as a public record under the California Public
13 Records Act (California Government Code, Title 1, Division 10, beginning with section
14 7920.000) ("CPRA").

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

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

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within five business days after the County's demand, the

1 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
2 possession or control, together with a written statement that the Contractor, after conducting a
3 diligent search, has produced all requested records that are in the Contractor's possession or
4 control, or (b) provide to the County a written statement that the Contractor, after conducting a
5 diligent search, does not possess or control any of the requested records. The Contractor shall
6 cooperate with the County with respect to any County demand for such records. If the
7 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
8 CPRA or other applicable law, it must deliver the record or data to the County and assert the
9 exemption by citation to specific legal authority within the written statement that it provides to
10 the County under this section. The Contractor's assertion of any exemption from disclosure is
11 not binding on the County, but the County will give at least 10 days' advance written notice to
12 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
13 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
14 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
15 failure to produce any such records, or failure to cooperate with the County with respect to any
16 County demand for any such records.

17 **Article 11**

18 **Disclosure of Self-Dealing Transactions**

19 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
20 or changes its status to operate as a corporation.

21 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
22 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
23 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
24 the County before commencing the transaction or immediately after.

25 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
26 a party and in which one or more of its directors, as an individual, has a material financial
27 interest.
28

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Contractor acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. Contractor consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either party.

19 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

22 12.8 **Severability.** If anything in this Agreement is found by a court of competent
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
24 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
25 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
26 intent.

27 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed, color, national origin, ancestry, physical disability,
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender
3 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
4 all applicable State of California and federal statutes and regulation.

5 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
6 of the Contractor under this Agreement on any one or more occasions is not a waiver of
7 performance of any continuing or other obligation of the Contractor and does not prohibit
8 enforcement by the County of any obligation on any other occasion.

9 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
10 between the Contractor and the County with respect to the subject matter of this Agreement,
11 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
12 publications, and understandings of any nature unless those things are expressly included in
13 this Agreement. If there is any inconsistency between the terms of this Agreement without its
14 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
15 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
16 exhibits.

17 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
18 create any rights or obligations for any person or entity except for the parties.

19 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

20 (A) The Contractor is duly authorized and empowered to sign and perform its
21 obligations under this Agreement.

22 (B) The individual signing this Agreement on behalf of the Contractor is duly
23 authorized to do so and his or her signature on this Agreement legally binds the
24 Contractor to the terms of this Agreement.

25 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
26 electronic signature as provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an individual
28 signing this Agreement to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

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

9 (C) The provisions of this section satisfy the requirements of Civil Code section
10 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
11 Part 2, Title 2.5, beginning with section 1633.1).

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

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

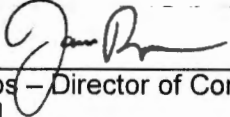
19 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
20 original, and all of which together constitute this Agreement.

21 [SIGNATURE PAGE FOLLOWS]
22
23
24
25
26
27
28

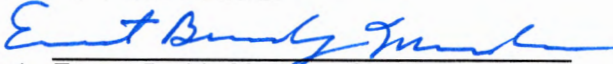
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 LEXIPOL, LLC


COUNTY OF FRESNO

3
4 
5 Jan Roos – Director of Compliance & General
6 Counsel

7 2611 Internet Blvd, Ste. 100
8 Frisco, Texas 75034


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

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

9
10 By: 
Deputy

11 For accounting use only:

12 Org No.: 31112100/31114000
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.: 10000
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Scope of Services

Lexipol Single Sign-On

Lexipol's Single-Sign On provides users with the convenience of a single password across platforms. The integration works with devices connected to County network (physically in the office or connected via VPN).

- Staff may log into Lexipol's policy management platform (KMS) and/or online learning platform (LMS) using the credentials they use to access County's system.
- Ensures secure credential authorization with no passwords exchanged in the process.
- Provides access for individual users or groups— County controls which employees can access Lexipol applications.
- Automatically handles user email changes and provide instant access to Lexipol's system for new users already set up in County's identity provider.

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety.

Lexipol's comprehensive policy manual shall cover all aspects of County Sheriff's Office operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect Sheriff's Office terminology and structure

Daily Training Bulletins (DTBs)

Lexipol's Daily Training Bulletins shall help Sheriff's Office personnel learn and apply Sheriff's Office policy content through 2- minute training exercises.

Exhibit A

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams shall continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, Lexipol shall create new and updated policies and provide them to the Sheriff's Office.

- Updates shall be delivered to Sheriff's Office through Lexipol's web-based content delivery platform
- Changes shall be presented in side-by-side comparison against existing policy so the Sheriff's Office can easily identify modifications/improvements
- The Sheriff's Office may accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, shall provide secure storage and easy access to all Sheriff's Office policy and training content, and the KMS mobile app shall facilitate staff use of policies and training completion.

- Ability to edit and customize content to reflect the Sheriff's Office mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of the Sheriff's Office policy manual
- Mobile app provides in-the-field access to policy and training materials

Exhibit A

Reports

Lexipol's Knowledge Management System shall provide intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- This will enable the Sheriff's Office to track and report when its personnel have acknowledged policies and policy updates
- This will produce reports showing completion of Daily Training Bulletins
- This will sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- This will reduce the time supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of Sheriff's Office content, providing one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to Sheriff's Office policy manual
- Provides electronic issuance and tracking for Sheriff's Office's procedural or supplemental content
- Allows Sheriff's Office to create Daily Training Bulletins against its procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Year 1: 4/1/2025-3/31/2026

Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$42,221.55
Annual Corrections Policy Manual & Daily Training Bulletins	\$53,242.56
Annual Corrections Supplemental Manual(s)	\$3,895.92
Single Sign On (SSO)	<u>\$1,050</u>
Year 1 Total	\$100,410.03

Year 2: 4/1/2026-3/31/2027

Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$44,332.63
Annual Corrections Policy Manual & Daily Training Bulletins	\$55,904.69
Annual Corrections Supplemental Manual(s)	\$4,090.72
Single Sign On (SSO)	<u>\$1,102.50</u>
Year 2 Total	\$105,430.54

Year 3: 4/1/2027-3/31/2028

Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$46,549.26
Annual Corrections Policy Manual & Daily Training Bulletins	\$58,699.92
Annual Corrections Supplemental Manual(s)	\$4,295.25
Single Sign On (SSO)	<u>\$1,157.63</u>
Year 3 Total	\$110,702.06

Year 4: 4/1/2028-3/31/2029

Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$48,876.72
-----------------------------------------------------------------	-------------

Exhibit B

1	Annual Corrections Policy Manual & Daily Training Bulletins	\$61,634.92
2	Annual Corrections Supplemental Manual(s)	\$4,510.01
3	Single Sign On (SSO)	<u>\$1,215.51</u>
4	Year 4 Total	\$116,237.16
5		
6	Year 5: 4/1/2029-3/31/2030	
7	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$51,320.56
8	Annual Corrections Policy Manual & Daily Training Bulletins	\$64,716.66
9	Annual Corrections Supplemental Manual(s)	\$4,735.52
10	Single Sign On (SSO)	<u>\$1,276.28</u>
11	Year 5 Total	\$122,049.02
12		
13	Contract Total:	\$554,828.81
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

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

(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:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, 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. The Contractor 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 Contractor'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) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor 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, and by mail or email to the person identified to receive notices under this Agreement,

Exhibit D

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 Contractor has waived its right to recover from the County, its officers, agents, employees, 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 Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (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, the Contractor 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, the Contractor 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, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in

Exhibit D

advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor 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 the Contractor 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, the Contractor 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.** The Contractor 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. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor 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 the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.