

**MASTER AGREEMENT**

This Master Agreement (“Agreement”) is dated April 7, 2026 and is between each Contractor listed in Exhibit A “List of Contractors”, collectively hereinafter referred to as “Contractors”, and the County of Fresno, a political subdivision of the State of California (“County”). Reference in this Agreement to party or “parties” shall be understood to refer to County and each individual Contractor, unless otherwise specified.

**Recitals**

A. The County has a need for printing services to support departments in delivering essential communications and operational materials. These services include but are not limited to marketing collateral, signage, apparel, reprographics, and mail services.

B. The County issued Request for Proposal (“RFP”) No. 26-027 on October 17, 2025, seeking qualified vendors capable of providing various printing services. Addendum Nos. 1 and 2 to the RFP were released on November 4, 2025 and November 13, 2025, respectively, to provide responses to bidder questions. The RFP closed on December 1, 2025.

C. Each Contractor submitted a responsive proposal to the RFP (“Response”). The County evaluated the Contractors’ responses to the RFP and determined that each response meets the needs of the County as set forth in the RFP.

D. The County now desires to enter into an agreement with the Contractors to perform printing services on an as-needed basis pursuant to the terms and conditions of this Agreement.

The parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

1.1 **Scope of Services.** Each Contractor shall perform all of the services provided in Exhibit B to this Agreement, titled “Scope of Services.”

1.2 **Representation.** Each 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.** Each Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

1 under this Agreement, including but not limited to workers compensation, labor, and  
2 confidentiality laws and regulations.

## 3 **Article 2**

### 4 **County's Responsibilities**

5 2.1 The County shall provide a County Representative ("County Representative") to  
6 represent the County, who will work with the Contractor to carry out the Contractor's obligations  
7 under this Agreement. The County Representative for reprographic services will be the County's  
8 Department of Public Works and Planning – Director of Public Works and Planning, and/or their  
9 designee. The County Representative for all other printing services as specified in this  
10 Agreement will be the County's Information Technology Services Department's (ITSD)  
11 Supervising Multimedia Technician, and/or their designee.

## 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 this section.

16 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
17 under this Agreement is \$2,100,000.00 for the initial three-year term of this Agreement. In the  
18 event this Agreement is extended for its first optional one-year extension ("Year 4"), the total  
19 compensation payable to the Contractor under this Agreement is \$2,800,000.00. In the event  
20 this Agreement is extended for its final one-year extension ("Year 5"), the total compensation  
21 payable to the Contractor under this Agreement is \$3,500,000.00. In the event the total  
22 maximum compensation amount in the Initial Term, Year 4, and/or Year 5 is not fully expended,  
23 the remaining unspent funding amounts shall roll over to each subsequent term's established  
24 maximum compensation.

25 The Contractor acknowledges that the County is a local government entity, and does so with  
26 notice that the County's powers are limited by the California Constitution and by State law, and  
27 with notice that the Contractor may receive compensation under this Agreement only for  
28 services performed according to the terms of this Agreement and while this Agreement is in



1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director of Information Technology/Chief Information Officer  
7 County of Fresno  
8 333 W. Pontiac Way  
9 Clovis, CA 93612  
10 itsdadminoffice@fresnocountyca.gov

11 **For the Contractors:**

12 See Exhibit A

13 5.2 **Change of Contact Information.** Either party may change the information in section  
14 5.1 by giving notice as provided in section 5.3.

15 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
16 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
17 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
18 an overnight commercial courier service, or by Portable Document Format (PDF) document  
19 attached to an email.

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

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

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

28 (D) A notice delivered by PDF document attached to an email is effective when  
transmission to the recipient is completed (but, if such transmission is completed outside  
of County business hours, then such delivery is deemed to be effective at the next

1 beginning of a County business day), provided that the sender maintains a machine  
2 record of the completed transmission.

3 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
4 nothing in this Agreement establishes, waives, or modifies any claims presentation  
5 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
6 of Title 1 of the Government Code, beginning with section 810).

## 7 **Article 6**

### 8 **Termination and Suspension**

9 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
11 are not allocated, then the County, upon at least 30 days' advance written notice to the  
12 Contractor, may:

- 13 (A) Modify the services provided by the Contractor under this Agreement; or
- 14 (B) Terminate this Agreement.

### 15 6.2 **Termination for Breach.**

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

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

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

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



1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
7 the performance or failure to perform by the Contractor (or any of its officers, agents,  
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
10 defend the County.

11 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

12 **Article 9**

13 **Insurance**

14 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
15 Agreement.

16 **Article 10**

17 **Inspections, Audits, and Public Records**

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

24 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
25 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
26 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
27 years after final payment under this Agreement. This section survives the termination of this  
28 Agreement.

1       10.3 **Public Records.** The County is not limited in any manner with respect to its public  
2 disclosure of this Agreement or any record or data that the Contractor may provide to the  
3 County. The County's public disclosure of this Agreement or any record or data that the  
4 Contractor may provide to the County may include but is not limited to the following:

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

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

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

15           (D) This Agreement, and any record or data that the Contractor may provide to the  
16 County, is subject to public disclosure as a public record under the California Public  
17 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning  
18 with section 7920.200) ("CPRA").

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

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

27       10.4 **Public Records Act Requests.** If the County receives a written or oral request  
28 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

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

## 21 **Article 11**

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

23 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation  
24 or changes its status to operate as a corporation.

25 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
26 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
27 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
28 the County before commencing the transaction or immediately after.



1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

9 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
11 performance of any continuing or other obligation of the Contractor and does not prohibit  
12 enforcement by the County of any obligation on any other occasion.

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

21 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
22 create any rights or obligations for any person or entity except for the parties.

23 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

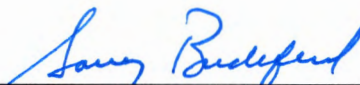


1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CONTRACTORS

COUNTY OF FRESNO

3 See the following signature pages

4   
5 Garry Bredefeld, Chairman of the Board of  
6 Supervisors of the County of Fresno

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

11 By:   
12 Deputy

13 For accounting use only:

14 ITSD  
15 Org No.: 8905  
16 Account No.: 7295  
17 Fund No.: 1020  
18 Subclass No.: 10000

19 Public Works and Planning  
20 Org No.: 4360 / 4365 / 4700 / 4510 / 45104511 / 45104512 / 45104513 / 45104514 / 7205 /  
21 7910 / 8852 / 8853 / 8857 / 8861 / 8863 / 8865 / 8867 / 8868 / 8869 / 8870 / 8871 / 8872 / 8873 /  
22 9015 / 9020 / 9026 / 9028 / 9905 / 9140  
23 Account No.: 7265  
24 Fund No.: 0001 / 0010 / 0400 / 0700 / 0701 / 0720 / 0801  
25 Subclass No.: 10000 / 11000 / 15000 / 16900 / 10052 / 10100 / 10045 / 10046 / 10048 / 10047 /  
26 10049 / 10052 / 10053 / 10055 / 10057 / 10061 / 10063 / 10065 / 10067 / 10068 / 10069 / 10070  
27 / 10071 / 10072 / 10073  
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1 ADVANTAGE SPECIALTIES

2 *Thomas Brocks*

3 [Thomas Brocks \(Mar 12, 2026 08:56:07 PDT\)](#)

4 Thomas Brocks, President

5 12517 Auberry Rd  
6 Clovis, CA 93619

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1 JADE CAPITAL PARTNERS LLC DBA CALIFORNIA FINANCIAL PRINTING

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Travis Lane, Owner

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4034 Lemonberry Place  
Thousand Oaks, CA 91362

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DUMONT PRINTING, INC.

*Susan Moore*

[Susan Moore \(Mar 12, 2026 15:30:03 PDT\)](#)

Susan Moore, Chief Executive Officer

1333 G Street  
Fresno, CA 93706

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FRESNO REPROGRAPHICS, INC.

*Donald E. McDonald*

Donald E. McDonald (Mar 12, 2026 08:17:00 PDT)

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Donald McDonald, President

7295 N. Palm Bluffs Ave  
Fresno, CA 93711

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PROFESSIONAL PRINT AND MAIL, INC.

*Laurie Wax*  
[Laurie Wax \(Mar 17, 2026 15:13:36 PDT\)](#)

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Laurie Wax, Chief Executive Officer

2818 E. Hamilton Ave  
Fresno, CA 93721

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SMART SOURCE LLC

*Mike Piseni*

[Mike Piseni \(Mar 19, 2026 13:16:53 PDT\)](#)

Mike Piseni, Senior Vice President – Southwest Sales

303 Twin Dolphin Dr, 6<sup>th</sup> Floor  
Redwood City, CA 94065

# Exhibit A

## List of Contractors

The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

Contractor Name	Title	Mailing Address	Email Address
<b>Advantage Specialties</b>	President	12517 Auberry Rd Clovis, CA 93619	tbrocks@advantagespec.com
<b>Jade Capital Partners dba California Financial Printing</b>	Owner	4034 Lemonberry Place Thousand Oaks, CA 91362	tlane@jadecp.com
<b>Dumont Printing, Inc.</b>	CEO	1333 G Street Fresno, CA 93706	susanm@dumontprinting.com
<b>Fresno Reprographics, Inc.</b>	President	7295 N. Palm Bluffs Ave Fresno, CA 93711	donm@fresnorepro.com
<b>Professional Print and Mail, Inc.</b>	CEO	2818 E. Hamilton Ave Fresno, CA 93721	lauriew@printfresno.com
<b>Smart Source LLC</b>	Senior Vice President – Southwest Sales	303 Twin Dolphin Dr, 6 <sup>th</sup> Floor Redwood City, CA 94065	mpisenti@smartsourcellc.com

## Exhibit B

### Scope of Services

The Contractor shall provide comprehensive printing services to the County on an as-needed, per-job basis. The Contractor shall furnish all labor, materials, equipment, and expertise necessary to complete the requested services. Services include, but are not limited to:

- **Outline of Procedure for Requesting Services**

- As the need for services arises, the County will notify the Contractor by email to the email addresses listed in Exhibit A of this Agreement. The County's request for services will include a description of the service(s) being requested, the requested completion date, and the deadline for the Contractors to respond with their proposal.
- The County will select the proposal that best meets the County's needs based on overall cost and the Contractor's ability to perform the services within the County's requested timeframe.

- **Printing and Production Services**

- Marketing collateral: brochures, flyers, posters, envelopes, letterhead, business cards, No Carbon Required (NCR) forms, custom checks, invitations, and Every Door Direct Mail (EDDM) mailers.
- Signage: indoor (e.g., Plexi, DIBOND), outdoor, electrical, wall wraps, floor wraps, decals, and clings.
- Oversized prints: maps, charts, and large-format signage.
- Apparel and textile printing: including embroidery and screen printing on clothing, tablecloths, and canopies.
- Promotional items: magnets, plaques, flags (e.g., feather, teardrop), and sandwich boards.
- Vehicle wraps: including climate-controlled storage for materials.
- Tradeshow materials: art, displays, and custom packaging.

- **Support Services**

- Finishing services: binding, laminating, cutting, folding, and other post-production tasks.

## Exhibit B

- 1       ○ Reprographics: duplication and reproduction of documents and graphics.
- 2       ○ Mail services: folding, inserting, addressing, and envelope preparation.
- 3       ○ Name plates: including Americans with Disabilities Act (ADA)-compliant options with
- 4       Braille.

- 5       ● **Service Requirements**

- 6       ○ Provide free pickup and delivery of project materials.
- 7       ○ Respond to the County's emails no later than the end of the next business day.
- 8       ○ Provide free, itemized estimates with approximate turnaround times.
- 9       ○ Submit all required documentation (e.g., estimates, invoices, photos, sublet invoices)
- 10      in acceptable digital formats (PDF, XLS, JPG, DOC, or TXT).
- 11      ○ Final invoices must comply with California Business and Professions Code §9884.8
- 12      and California Code of Regulations §3356.

- 13      ● **Performance Standards**

- 14      ○ The Contractors must operate a business location within 50 miles of downtown
- 15      Fresno, California.
- 16      ○ The Contractors must maintain quality control procedures and have a documented
- 17      restart process in the event of production failure.
- 18      ○ The Contractors must be able to receive and deliver large electronic files securely
- 19      and efficiently.

- 20      ● **Deadlines and Deliverables**

- 21      ○ All project-specific deadlines will be defined at the time of each job request.
- 22      ○ The Contractors must adhere to the turnaround times specified in their estimates
- 23      unless otherwise agreed upon in writing.
- 24      ○ Failure to meet agreed-upon deadlines may result in penalties or termination of the
- 25      Agreement.

# 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>	

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the 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](mailto: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.