

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated December 17, 2024 and is between
3 BIT California, LLC dba Document Fulfillment Services, a California Limited Liability Company
4 whose address is 2930 RAMONA AVE #100, SACRAMENTO, CA 95826 (“Contractor”), and the
5 County of Fresno, a political subdivision of the State of California (“County”).

6 **Recitals**

7 The County’s Assessor-Recorder’s Office (ASSR) is responsible for printing and mailing
8 various statements and forms throughout the year. The County requested proposals from
9 qualified vendors to provide printing and mailing services, and upon evaluation of the bids, the
10 ASSR recommended awarding the Agreement to the Contractor. The parties therefore agree as
11 follows:

12 **Article 1**

13 **Contractor’s Services**

14 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
15 Exhibit A to this Agreement, titled “Scope of Services.”

16 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
17 able to perform all the services provided in this Agreement.

18 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
19 applicable federal, state, and local laws and regulations in the performance of its obligations
20 under this Agreement, including but not limited to workers compensation, labor, and
21 confidentiality laws and regulations.

22 **Article 2**

23 **County’s Responsibilities**

24 2.1 The County shall provide the Contractor with electronic files containing the
25 information necessary to generate Output (“Data”), together with instructions and specifications
26 for how the Data needs to be processed into Output (“Instructions”). Data and Instructions shall
27 be delivered by electronic transmission or alternative method to the Contractor at its facility,
28 secure portal, or such other agreed upon delivery location, in the form identified in Exhibit B.

1 The County is solely responsible for the correctness of variable data, related tabular codes,
2 verbiage, dates, fees, and charges or mailings to the County's customer and all other
3 information included in the Data.

4 2.2 The County shall obtain, maintain, and operate at its own expense, all necessary
5 devices, software, and services, including, but not limited to hardware, software, installation,
6 and maintenance of voice or data lines, required for the electronic transmission of Data and, if
7 applicable, the electronic reception invoices, digital copies of Output, test, and sample forms,
8 and other communication.

9 **Article 3**

10 **Compensation, Invoices, and Payments**

11 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
12 the performance of its services under this Agreement as described in Exhibit B to this
13 Agreement, titled "Compensation."

14 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
15 under this Agreement is \$125,000.00 annually, as of the effective date. In no event shall
16 compensation paid for services performed under this Agreement exceed \$625,000.00 during the
17 total possible five-year term of this Agreement. The Contractor acknowledges that the County is
18 a local government entity, and does so with notice that the County's powers are limited by the
19 California Constitution and by State law, and with notice that the Contractor may receive
20 compensation under this Agreement only for services performed according to the terms of this
21 Agreement and while this Agreement is in effect, and subject to the maximum amount payable
22 under this section. The Contractor further acknowledges that County employees have no
23 authority to pay the Contractor except as expressly provided in this Agreement.

24 3.3 **Invoices.** The Contractor shall submit monthly invoices to County of Fresno,
25 Assessor-Recorder, Attention: Business Manager, 2281 Tulare St, Room 201, Fresno, CA
26 93721. The Contractor shall submit each invoice within 60 days after the month in which the
27 Contractor performs services and in any case within 60 days after the end of the term or
28 termination of this Agreement. Notwithstanding the previous sentence, the County shall pay the

1 Contractor in advance for postage based on the Contractors estimated postage charges. These
2 charges will be submitted in advance with each monthly invoice and adjusted on the following
3 monthly invoice for actual postage charges incurred.

4 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
5 invoice within 30 days after receipt. The County shall remit any payment to the Contractor's
6 address specified in the invoice.

7 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
8 expenses that are not specified as payable by the County under this Agreement.

9 **Article 4**

10 **Term of Agreement**

11 4.1 **Term.** This Agreement is effective on the date that the parties sign this Agreement
12 and terminates on three years from the effective date, except as provided in section 4.2,
13 "Extension," or Article 6, "Termination and Suspension," below.

14 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
15 year periods only upon written approval of both parties at least 30 days before the first day of
16 the next one-year extension period. The Assessor-Recorder or his or her designee is authorized
17 to sign the written approval on behalf of the County based on the Contractor's satisfactory
18 performance. The extension of this Agreement by the County is not a waiver or compromise of
19 any default or breach of this Agreement by the Contractor existing at the time of the extension
20 whether or not known to the County.

21 **Article 5**

22 **Notices**

23 5.1 **Contact Information.** The persons and their addresses having authority to give and
24 receive notices provided for or permitted under this Agreement include the following:

25 **For the County:**
26 Assessor-Recorder
27 County of Fresno
28 PO Box 1146
Fresno, CA 93715
Email: Assessor_Admin@fresnocountyca.gov

1 **For the Contractor:**
2 James Gilbride
3 President and CTO
4 BIT California, LLC dba Document Fulfillment Services
5 2930 Ramona Ave. #100
6 Sacramento, CA 95826
7 Email: jgilbride@dfsml.com
8 Office: 916.266.7959

9 **5.2 Change of Contact Information.** Either party may change the information in section
10 5.1 by giving notice as provided in section 5.3.

11 **5.3 Method of Delivery.** Each notice between the County and the Contractor provided
12 for or permitted under this Agreement must be in writing, state that it is a notice provided under
13 this Agreement, and be delivered either by personal service, by first-class United States mail, by
14 an overnight commercial courier service, or by Portable Document Format (PDF) document
15 attached to an email.

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

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

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

24 (D) A notice delivered by PDF document attached to an email is effective when
25 transmission to the recipient is completed (but, if such transmission is completed outside
26 of County business hours, then such delivery is deemed to be effective at the next
27 beginning of a County business day), provided that the sender maintains a machine
28 record of the completed transmission.

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

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then the County, upon at least 30 days' advance written notice to the
6 Contractor, may:

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

9 6.2 **Termination for Breach.**

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

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

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

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

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
23 County may terminate this Agreement by giving at least 30 days advance written notice to the
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
3 demand. This section survives the termination of this Agreement.

4 **Article 7**

5 **Independent Contractor**

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

10 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
11 manner or method of the Contractor's performance under this Agreement, but the County may
12 verify that the Contractor is performing according to the terms of this Agreement.

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

19 7.4 **Services to Others.** The parties acknowledge that, during the term of this
20 Agreement, the Contractor may provide services to others unrelated to the County.

21 **Article 8**

22 **Indemnity and Defense**

23 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
24 County (including its officers, agents, employees, and volunteers) against all claims, demands,
25 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
26 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
27 the performance or failure to perform by the Contractor (or any of its officers, agents,
28 subcontractors, or employees) under this Agreement. The County may conduct or participate in

1 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
2 defend the County.

3 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

4 **Article 9**

5 **Insurance**

6 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
7 Agreement.

8 **Article 10**

9 **Inspections, Audits, and Public Records**

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

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

21 10.3 **Public Records.** The County is not limited in any manner with respect to its public
22 disclosure of this Agreement or any record or data that the Contractor may provide to the
23 County. The County's public disclosure of this Agreement or any record or data that the
24 Contractor may provide to the County may include but is not limited to the following:

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

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

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

8 (D) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure as a public record under the California Public
10 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
11 with section 6250) ("CPRA").

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

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

20 **10.4 Public Records Act Requests.** If the County receives a written or oral request
21 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
22 and which the County has a right, under any provision of this Agreement or applicable law, to
23 possess or control, then the County may demand, in writing, that the Contractor deliver to the
24 County, for purposes of public disclosure, the requested records that may be in the possession
25 or control of the Contractor. Within five business days after the County's demand, the
26 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
27 possession or control, together with a written statement that the Contractor, after conducting a
28 diligent search, has produced all requested records that are in the Contractor's possession or

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

14 **Article 11**

15 **Disclosure of Self-Dealing Transactions**

16 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
17 or changes its status to operate as a corporation.

18 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
19 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
20 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
21 the County before commencing the transaction or immediately after.

22 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
23 a party and in which one or more of its directors, as an individual, has a material financial
24 interest.

25 **Article 12**

26 **General Terms**

27 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
28 Agreement may not be modified, and no waiver is effective, except by written agreement signed

1 by both parties. The Contractor acknowledges that County employees have no authority to
2 modify this Agreement except as expressly provided in this Agreement.

3 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
4 under this Agreement without the prior written consent of the other party.

5 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
6 or related to this Agreement.

7 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
8 County, California. Contractor consents to California jurisdiction for actions arising from or
9 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
10 brought and maintained in Fresno County.

11 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
12 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
13 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
14 against either party.

15 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

16 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
17 only and are not part of this Agreement.

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

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

1 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
2 of the Contractor under this Agreement on any one or more occasions is not a waiver of
3 performance of any continuing or other obligation of the Contractor and does not prohibit
4 enforcement by the County of any obligation on any other occasion.

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

13 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
14 create any rights or obligations for any person or entity except for the parties.

15 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

21 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
22 electronic signature as provided in this section.

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

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

16 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
17 original, and all of which together constitute this Agreement.

18 [SIGNATURE PAGE FOLLOWS]
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

BIT California, LLC dba Document Fulfillment
Services

COUNTY OF FRESNO



James Gilbride, President and CTO

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

2930 Ramona Ave. #100
Sacramento, CA 95826

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

By: 
Deputy

For accounting use only:

Org No.: 04200100
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

The Contractor shall produce statements, bills, and correspondence (“Output”) and prepare Output, including but not limited to, printing, presorting to garner the best possible discounts on postage rate, envelope stuffing, applying postage, and mail (“Services”) The Contractor shall work with The County to develop a complete understanding of the requirements and deadlines of all printed materials and mailing deadlines. Services shall be completed and mail shall be postmarked as requested. These forms amount to approximately 150,000 forms annually, including but not limited to the following:

Homeowner’s Supplemental Notices (mailed weekly)

Exemption Forms (mailed every December)

Agricultural Questionnaires (mailed every December)

Various 571 Forms (mailed every February)

The Contractor must provide proof sheets demonstrating quality and appearance representative of actual print run, to be approved in writing by ASSR prior to actual full print run. All forms shall be subject to annual review and modification prior to mailing. These forms are subject to change, and this may involve statutory or aesthetic changes. The Contractor shall have a process in place to accommodate changes. The Contractor must have security protocols in place for all file transfers. All data and artwork developed is and will be the sole property of the County. The Contractor shall ensure the security of all data and artwork.

All forms must be mailed via first class postage according to various State and Federal statutory and policy requirements adhered to by The County. The Contractor shall strive for a 99.99% service and fulfillment goal for the total annual volume of pieces mailed. Per County’s request, the Contractor shall report to the County tracking information for proof of mailing, such as the time stamp, content, piece ID, inserts added, and final destination of documents. Other tracking information includes the printing status and progress, the inserting status and progress, and the mail piece status throughout the delivery process.

In addition to mailings, per County’s request, the Contractor must provide a number specified by the County of blank forms from the pre- printed stock to be delivered to the County.

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.

Assessor Forms - Printing & Mailing Services

SERVICES	UNIT	COST
Data Processing	per image	\$0.0050
Programming	per hour	\$85.00
Laser Printing - black	per image	\$0.0250
Laser Printing – color	per image	\$0.0350
Insert & Meter / piece	per piece	\$0.0100
Additional Inserts / piece (refers to anything that needs to be inserted into a mailing in addition to the mailing item itself. The requested price is only for the insertion of the item, not for the printing of the item.)	per piece	\$0.0050
Hand Work	per piece	\$0.1500
Graphic Design	per hour	\$60.00
Postage Rate	by weight	AADC (currently \$0.593 for up to 3.5 ounce letters)

Exhibit B

Assessor Forms - Printing & Mailing Services

FORMS	QUANTITY	SIZE	EACH	EXTENDED PRICE
Various 571-Forms				
Oil, Gas, & Geothermal Property Statement (duplex, w/ data)	500	8 1/2 x 11	\$0.02	\$10.00
Vessel Property Statement (duplex, w/ data)	500	8 1/2 x 11	\$0.02	\$10.00
Aircraft Statement (duplex, w/ data)	1,000	8 1/2 x 11	\$0.02	\$20.00
Multi Affidavit Instructions (duplex, no data)	500	8 1/2 x 11	\$0.02	\$10.00
Ag Instructions (duplex, no data)	10,000	8 1/2 x 14	\$0.0675	\$675.00
Agricultural Property Statement (duplex, w/ data)	6,000	8 1/2 x 11	\$0.02	\$120.00
Landlord Instruction (duplex, no data)	8,000	8 1/2 x 11	\$0.02	\$160.00
Landlord Report of Tenants (duplex, w/ data)	8,000	8 1/2 x 11	\$0.02	\$160.00
Apartment Instructions (simplex, no data)	1,500	8 1/2 x 11	\$0.02	\$30.00
Apartment House Property Statement (duplex, w/ data)	1,000	8 1/2 x 11	\$0.02	\$20.00
Service Station Letter (duplex, w/ data)	500	8 1/2 x 11	\$0.02	\$10.00
ALT Schedule A for Bank, Insurance Company or Financial Corporation (duplex, w/ data)	500	8 1/2 x 11	\$0.02	\$10.00
SDR & E-SDR Notice to File (simplex, w/ data)	35,000	8 1/2 x 11	\$0.02	\$700.00
Business Instructions (duplex, no data)	20,000	8 1/2 x 14	\$0.0675	\$1,350.00
Business Property Statement (duplex, w/ data)	12,000	8 1/2 x 11	\$0.02	\$240.00

Exhibit B

FORMS	QUANTITY	SIZE	EACH	EXTENDED PRICE
AG Questionnaires				
Ag Questionnaires (duplex, w/ data)	20,000	8 1/2 x 11	\$0.02	\$400.00
Ag Cover Letter (simplex, no data)	10,000	8 1/2 x 11	\$0.02	\$200.00
Class Exemptions				
Veterans (duplex, w/ data)	1,500	8 1/2 x 11	\$0.02	\$30.00
Welfare (duplex, w/ data)	5,500	8 1/2 x 11	\$0.02	\$110.00
Religious (duplex, w/ data)	1,000	8 1/2 x 11	\$0.02	\$20.00
Other (duplex, w/ data)	300	8 1/2 x 11	\$0.02	\$6.00
Addl. Worksheets (duplex, w/ data)	1,000	8 1/2 x 11	\$0.02	\$20.00
Supplemental Notices				
Notice of Supplemental Assessment (duplex, w/ data)	25,000	8 1/2 x 11	\$0.02	\$500.00
"Attention" Notice (simplex, no data)	25,000	8 1/2 x 11	\$0.02	\$500.00
Claim for Homeowners Property Tax Exemption (duplex, w/ data)	15,000	8 1/2 x 11	\$0.02	\$300.00
HOEX General Information and Instructions (duplex, no data)	15,000	8 1/2 x 11	\$0.02	\$300.00
Envelopes				
Standard #10 windowed envelope with ASSR address block (simplex, no data)	50,000	#10	\$0.0635	\$3,175.00
Standard #10 windowed envelope with ASSR address block + Penalty (duplex, no data)	30,000	#10	\$0.0635	\$1,905.00
#9 Personal Prop Return envelope (duplex, no data)	25,000	# 9 R	\$0.0705	\$1,762.50
#9 Exemptions Return envelope (simplex, no data)	3,000	# 9 R	\$0.0705	\$211.50
#9 Ag Questionnaire Return envelope (simplex, no data)	10,000	#9 R	\$0.0705	\$705.00

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) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed 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.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Exhibit A of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties

Exhibit D

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

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, 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 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

Exhibit D

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 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.