

1 **AGREEMENT**

2 This Agreement (“Agreement”) is dated August 23, 2022 and is between County of
3 Fresno, a Political Subdivision of the State of California, hereinafter referred to as “County,” and
4 City of San Joaquin, a municipal corporation, whose address is 21900 Colorado Avenue, San
5 Joaquin, CA 93660 hereinafter referred to as “City“. Both County and City may hereinafter be
6 referred to collectively as “Parties,” or individually, a “Party.”

7 **Recitals**

8 A. WHEREAS, City desires to secure law enforcement services from the County, through
9 the Fresno County Sheriff’s Office, at the following six (6) Golden Plains Unified School District
10 (“School District”) sites: 1. San Joaquin Elementary School at 8535 9th St. San Joaquin, CA
11 93660, 2. Tranquillity Elementary School at 6116 Daniels Ave. Tranquillity, CA 93668, 3. Cantua
12 Elementary School at 29288 W. Clarkson Ave. Cantua Creek, CA 93608, 4. Helm Elementary
13 School at 13883 S. Lassen Ave. Helm, CA 93627, 5. Tranquillity High School at 6052 Juanche
14 Ave. Tranquillity, CA 93668, and 6. Rio Del Rey Continuation High School at 13883 S. Lassen
15 Ave. Helm, CA 93627 (collectively referred to herein as the “Premises”); and

16 B. WHEREAS, County is willing to provide such law enforcement at the Premises at the
17 rates and under the terms and conditions herein set forth.

18 The parties therefore agree as follows:

19 **Article 1**

20 **Services Provided by County**

21 1.1 **Scope of Services.** The County shall perform all of the services provided in Exhibit
22 A to this Agreement, titled “Scope of Services.”

23 1.2 **Representation.** The County represents that it is qualified, ready, willing, and able to
24 perform all of the services provided in this Agreement.

25 1.3 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable
26 federal, state, and local laws and regulations in the performance of its obligations under this
27 Agreement, including but not limited to workers compensation, labor, and confidentiality laws
28 and regulations.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 General Law Enforcement Services: County agrees its Sheriff's Office will provide,
4 within the limitations of this Agreement, law enforcement services consisting of the provision of
5 one Deputy Sheriff, as set forth in Exhibit A, attached and incorporated by this reference, for up
6 to 1,440 hours of services for each school year. Duties to be performed by the Deputy Sheriff
7 include intervention, prevention, education, and law enforcement activities at the Premises
8 during normal school hours and operations, between mid-August and the end of June of every
9 year (collectively, "General Law Enforcement Services").

10
11 2.2 The performance of General Law Enforcement Services, including the standards of
12 performance, the discipline of officers, and all other matters incident to the performance of law
13 enforcement services and the control of law enforcement personnel, shall be the right and
14 responsibility of County. In the case of dispute between the Parties as to the extent, duties, or to
15 be rendered under this Agreement, or the minimum level or manner of such performance of
16 such services, the determination made by the County, through its Sheriff's Office, or her or his
17 designee, shall be final and conclusive.

18 **Article 3**

19 **Compensation, Invoices, and Payments**

20 3.1 City shall pay County the cost of performing General Law Enforcement Services at
21 the Premises, as set forth in Section 1.A, above, at the applicable rate for such services as
22 delineated in Exhibit A. City will compensate County for a total of 1,440 hours of General Law
23 Enforcement Services each school year for the term of this Agreement, to be paid in ten (10)
24 monthly payments for one-hundred-forty four (144) hours per payment. The total hours for the
25 school year may change before the school term, upon written approval of both parties no later
26 than thirty (30) days prior to the beginning of the school term. City agrees to pay, and the
27 County agrees to receive, compensation for the performance of its services under this

1 Agreement as described in Exhibit B to this Agreement, titled "Compensation."
2

3 **3.2 Maximum Compensation.** The maximum compensation payable to the County
4 under this Agreement if extended for two additional years under section 4.2 shall not exceed
5 \$1,079,895. City acknowledges that the County is a local government entity, and does so with
6 notice that the County's powers are limited by the California Constitution and by State law, and
7 with notice that City may receive compensation under this Agreement only for services
8 performed according to the terms of this Agreement and while this Agreement is in effect, and
9 subject to the maximum amount payable under this section. The County further acknowledges
10 that City employees have no authority to pay the County except as expressly provided in this
11 Agreement. As indicated in Exhibit A, the hourly rates to be charged by County are the rates set
12 forth in the County's Master Schedule of Fees, Charges, and Recovered Costs, Section 2609,
13 subdivision (a), for Regular (i.e. General Law Enforcement Services) and Overtime (i.e. Special
14 Law Enforcement Services) rates, in place at the time the services are provided. The parties
15 further agree that if and when the Master Schedule of Fees, Charges and Recovered Costs,
16 Section 2609, subdivision (a), is amended, changed, or revised, in any way that changes the
17 rates being charged for the services identified in this Agreement, such amended, changed or
18 revised rates will automatically and without any notice to City be incorporated into this
19 Agreement, replacing any contrary or conflicting rates, from the effective date of the
20 amendment, change, or revision in the rate(s), and will become the new rate to be paid by City
21 to County for services provided, from the effective date of the rate change forward. The parties
22 acknowledge that the County's Master Schule of Fees, Charges, and Recovered Costs is
23 subject to change.

24 **3.3 Invoices.** County shall submit monthly invoices to the City, and City shall pay County
25 within 30 calendar days of receipt of any such invoice. At the expiration or termination of this
26 Agreement, County may, in the discretion of Sheriff or her or his designee, submit a final invoice
27 for all amounts then unpaid, including any remaining, unpaid portion of the 1,440 hours of
28 General Law Enforcement Services, and City shall pay amount of this final invoice within 30

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 Sheriff-Coroner-Public Administrator
7 County of Fresno
8 2200 Fresno Street
9 Fresno, CA 93721
10 Sheriff.Payables@fresnosheriff.org
11 Fax: 559-488-3699

12 **For the Contractor:**
13 City Manager
14 Elizabeth Nunez
15 21900 W. Colorado Ave.
16 San Joaquin, CA 93660
17 elizabethn@cityofsanjoaquin.org
18 Fax: 559-693-2193

19 5.2 **Change of Contact Information.** Either party may change the information in section
20 5.1 by giving notice as provided in section 5.3.

21 5.3 **Method of Delivery.** Each notice between the County and City provided for or
22 permitted under this Agreement must be in writing, state that it is a notice provided under this
23 Agreement, and be delivered either by personal service, by first-class United States mail, by an
24 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
25 Document Format (PDF) document attached to an email.

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

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

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

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

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

10 **Article 6**

11 **Termination and Suspension**

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

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

16 (B) Terminate this Agreement.

17 **6.2 Termination Per Request from School District.** The terms of this Agreement are
18 further contingent on an agreement between City and School District authorizing the services
19 under this Agreement. If School District rescinds its agreement with City, then City shall give
20 County at least 30 days' advance written notice of the termination of this Agreement.

21 **6.3 Termination for Breach.**

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

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

1 (C) For purposes of this section, a breach occurs when, in the determination of the
2 County, the City has:

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

7 6.4 **Termination without Cause.** In circumstances other than those set forth above, the
8 County may terminate this Agreement by giving at least 30 days advance written notice to City.

9 6.5 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
10 under this Article 6 is without penalty to or further obligation of the County.

11 **Article 7**

12 **Independent Contractor**

13 7.1 **Status.** In performance of the work, duties and obligations assumed by County
14 under this Agreement, it is mutually understood and agreed that County, including any and all of
15 the County's officers, agents, and employees will at all times be acting and performing as an
16 independent contractor, and shall act in an independent capacity and not as an officer, agent,
17 servant, employee, joint venturer, partner, or associate of the City. However, City shall retain the
18 right to administer this Agreement so as to verify that County is performing its obligation in
19 accordance with the terms and conditions thereof.

20 7.2 **Verifying Performance.** Furthermore, City shall have no right to control or supervise
21 or direct the manner or method by which County shall perform its work and function. City and
22 County shall comply with all applicable provisions of law and the rules and regulations, if any, of
23 governmental authorities having jurisdiction over matters the subject thereof. The City has no
24 right to control, supervise, or direct the manner or method of the County's performance under
25 this Agreement, but the City may verify that the County is performing according to the terms of
26 this Agreement.

27 7.3 **Benefits.** The Parties shall be solely liable and responsible for providing to, or on
28 behalf of, their employees all legally-required employee benefits. In addition, Parties shall be

1 solely responsible and save the other Party harmless from all matters relating to payment of
2 each Party's employees, including Social Security withholding and all other regulations
3 governing such matters. Because of its status as an independent contractor, the Parties has no
4 right to employment rights or benefits available to County employees.

5 7.4 **Services to Others.** The parties acknowledge that, during the term of this
6 Agreement, the County may provide services to others unrelated to the County.

7 **Article 8**
8 **Indemnity and Defense**

9
10 8.1 **Indemnity.** City shall indemnify, save, hold harmless, and at County's request,
11 defend the County, its officers, agents, and employees from any and all costs and expenses
12 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
13 resulting to County in connection with the performance, or failure to perform, by City, its officers,
14 agents, or employees under this Agreement, and from any and all costs and expenses
15 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
16 resulting to any person, firm, or corporation who may be injured or damaged by the
17 performance, or failure to perform, of City, its officers, agents, or employees under this
18 Agreement.

19 County shall indemnify, save, hold harmless, and at City's request, defend the City, its
20 officers, agents, and employees from any and all costs and expenses (including attorney's fees
21 and costs), damages, liabilities, claims, and losses occurring or resulting to City in connection
22 with the performance, or failure to perform, by County, its officers, agents, or employees under
23 this Agreement, and from any and all costs and expenses (including attorney's fees and costs),
24 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation
25 who may be injured or damaged by the performance, or failure to perform, of County, its
26 officers, agents, or employees under this Agreement.

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

1 **Article 9**

2 **Insurance**

3 9.1 The City and County shall comply with all the insurance requirements in Exhibit D to
4 this Agreement.

5 **Article 10**

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

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

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

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

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

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

28

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

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

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

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

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

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

8 **Article 11**

9 **Disclosure of Self-Dealing Transactions**

10 11.1 **Applicability.** This Article 11 applies if City is operating as a corporation, or changes
11 its status to operate as a corporation.

12 11.2 **Duty to Disclose.** If any member of City's board of directors is party to a self-dealing
13 transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing
14 Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the County
15 before commencing the transaction or immediately after.

16 11.3 **Definition.** "Self-dealing transaction" means a transaction to which City is a party
17 and in which one or more of its directors, as an individual, has a material financial interest.

18 **Article 12**

19 **General Terms**

20 12.1 **Modification.** Any matters of this Agreement may be modified from time to time by
21 the written consent of all the parties without, in any way, affective the remainder. Except as
22 provided in Article 6, "Termination and Suspension," this Agreement may not be modified, and
23 no waiver is effective, except by written agreement signed by both parties. City acknowledges
24 that County employees have no authority to modify this Agreement except as expressly
25 provided in this Agreement.

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

28

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
26 equivalent to a valid original handwritten signature of the person signing this Agreement
27 for all purposes, including but not limited to evidentiary proof in any administrative or
28

1 judicial proceeding, and (2) has the same force and effect as the valid original
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
5 Part 2, Title 2.5, beginning with section 1633.1).

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

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

13 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
14 original, and all of which together constitute this Agreement.

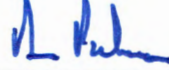
15 [SIGNATURE PAGE FOLLOWS]
16
17
18
19
20
21
22
23
24
25
26
27
28

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

2 City of San Joaquin

COUNTY OF FRESNO

3
4 



5 Elizabeth Nunez ,City Manager

Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

6 21900 Colorado Avenue
7 P.O. Box 758
8 San Joaquin, CA 93660

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.: 31116327
13 Account No.: 4975
14 Fund No.: 0001
15 Subclass No.: 10000

16 Org No.: 31113201
17 Account No.: 6000
18 Fund No.: 0001
19 Subclass No.: 10000
20
21
22
23
24
25
26
27
28

Exhibit A

City of San Joaquin

Sheriff-Coroner-Public Administrator, County of Fresno

Scope of Services

I. General Law Enforcement Services, One Deputy

City agrees to pay County for providing General Law Enforcement Services under Section 2.1 of the Agreement, as follows:

- County will provide the services of one Deputy Sheriff, at the then-current rate (i.e. the rate listed at the time the service is provided) listed in the Master Schedules of Fees Charges, and Recovered Costs, Section 2609, subdivision (a), for a Deputy Sheriff III at the "Regular" hourly rate, per hour. City acknowledges that these are subject to change, as described in the Agreement. The total amount of the General Law Enforcement Services to be provided and paid for, and the manner of invoicing, is described in the Agreement.

Exhibit B

Compensation

1
2 The County will be compensated for performance of its services under this Agreement
3 as provided in this Exhibit B. The County is not entitled to any compensation except as
4 expressly provided in this Exhibit B, and as described in the Agreement.

- 5 • City shall pay County the cost of performing General Law Enforcement Services at the
6 Premises, as set forth in Section 2.1 of the Agreement, at the applicable rate for such
7 services as delineated in Exhibit A. City will compensate County for a total of 1,440
8 hours of General Law Enforcement Services each school year for the term of this
9 Agreement, to be paid over ten (10) monthly payments for one-hundred-forty four (144)
10 hours per payment. The total hours for the school year may be changed before the
11 school term, upon written approval of both parties no later than thirty (30) days prior to
12 the beginning of the school term.
- 13 • As indicated in Exhibit A, the hourly rates to be charged by County, and subsequently
14 paid by City, are the rates set forth in the County's Master Schedule of Fees, Charges,
15 and Recovered Costs, Section 2609, subdivision (a), for Regular (i.e. General Law
16 Enforcement Service) and Overtime (i.e. Special Law Enforcement Services) rates, in
17 place at the time the services are provided. The parties further agree that if and when
18 the Master of Schedule of Fees, Charges and Recovered Costs, Section 2609,
19 subdivision (a), is amended, changed, or revised, in any way that changes the rates
20 being charged for the services identified in this Agreement, such amended, changed, or
21 revised the rates being charged for the services identified in this Agreement, such
22 amended, changed, or revised rate will automatically and without any notice to City be
23 incorporated into this Agreement, replacing any contrary or conflicting rate, from the
24 effective date of the amendment, change, or revision in the rate(s), and will become the
25 new rate to be paid by City for services provided, from the effective date of the rate
26 change forward. The parties acknowledge that the County's Master Schedule of Fees,
27 Charges, and Recovered Costs is subject to change.

Exhibit B

- 1 • County shall submit monthly invoices to City and City shall pay County within thirty (30)
2 calendar days of receipt of any such invoice. At the expiration of termination of this
3 Agreement, County may, in the discretion of Sheriff or Sheriff's designee, submit a final
4 invoice for all amounts unpaid and earned, including any remaining, unpaid portion of
5 the 1,440 hours of General Law Enforcement Services, and City shall pay the full
6 amount of this final invoice with thirty (30) days of receipt thereof. Any payment made
7 more than 30 days after receipt of an invoice may result in termination of this Agreement
8 or service reduction, in the sole discretion of the Fresno County Sheriff's Office, without
9 any penalty or recourse against County.
- 10 • City agrees to pay County the one-time startup and vehicle cost for law enforcement
11 services for the City at the School District Premises in a lump sum of sixty-nine
12 thousand, fifty eight dollars (\$69,058) thirty (30) days after the signatures of all parties
13 and County will submit invoice to City for the one-time startup and vehicle cost, to be
14 paid in 30 days, as follows:

15	A. One Patrol Vehicle (Vehicle, Upfitting, Computer, and Radio)	\$62,728
16	B. Equipment, Background, Polygraph, Psych Eval	\$6,330
17	Total Startup Costs	\$69,058

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 City or any third parties, City, at its sole expense, shall maintain in full force and effect the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) 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. City 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 City'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) City 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 City shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance (including but not limited to corporal punishment liability, sexual abuse and molestation liability, and child abduction liability) with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars

Exhibit D

(\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of City's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

- (H) **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 City.

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 [identify the Article, section, or exhibit containing data security obligations] 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 related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after City 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, City 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) City 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

Exhibit D

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 City'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 City'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 City.
- (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, City 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, City 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, City 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 City 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 City 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, City 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.

Exhibit D

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