

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated December 17, 2024 and is between County of Fresno, a political subdivision of the State of California (“County”), and Sanger Unified School District, a public school district, (“Sanger USD”).

Recitals

- A. Since the 1993-1994 school year, Deputy Probation Officers (DPOs) have been paired with Police Officers on Police/Probation Teams to work with school staff on maintaining campus safety, in addition to supervising students on probation, monitoring school attendance, serving as liaison between school and the courts, and screening students for various programs.
- B. Beginning the 2007-2008 school year, County was unable to fund sufficient DPO positions for the purpose of assignments to oversee students attending Sanger USD. Sanger USD provided partial funding to cover the costs of providing such services.
- C. Sanger USD wishes to continue an agreement to receive services from Fresno County Probation Department (“Probation”) for students attending Sanger USD, and is willing to provide partial funding for that purpose.
- D. County is able to fund the remaining costs for one (1) DPO with Juvenile Justice Crime Prevention Act (“JJCPA”) funds.

The parties therefore agree as follows:

Article 1

County’s Responsibilities

1.1 **General Probation Services.** County shall assign one (1) DPO to be responsible for ordinary probation services on a full-time basis at Sanger USD school sites in Sanger, as determined by mutual written agreement of Sanger USD and County’s Chief Probation Officer, while this Agreement is in effect and in force.

The performance of general probation services, including the standards of performance, the discipline of officers, and all other matters incident to the performance of probation services and

1 the control of probation personnel shall be the right and responsibility of County. In the case of
2 dispute between the parties as to the extent or duties to be rendered under this Agreement, of
3 the minimum level or manner of such performance of such services, the determination made by
4 the County, through County's Chief Probation Officer, or designee, shall be final and conclusive.

5 1.2 **Scope of Services.** The County shall perform all of the services provided in Exhibit
6 A to this Agreement, titled "Scope of Services."

7 1.3 **Meetings.** County shall make every effort to provide a DPO to attend and participate
8 in School Attendance Review Board ("SARB") court hearings on a weekly basis.

9 1.4 **Representation.** The County represents that it is qualified, ready, willing, and able to
10 perform all of the services provided in this Agreement.

11 1.5 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable
12 federal, state, and local laws and regulations in the performance of its obligations under this
13 Agreement, including but not limited to workers compensation, labor, and confidentiality laws
14 and regulations.

15 **Article 2**

16 **Sanger USD's Responsibilities**

17 2.1 Sanger USD shall compensate and remit payment to County as provided in Article 3.

18 **Article 3**

19 **Compensation, Invoices, and Payments**

20 3.1 Sanger USD agrees to pay, and the County agrees to receive, compensation for the
21 performance of its services under this Agreement as described in this section. Should the
22 Agreement be extended beyond the first year, compensation shall increase by four percent (4%)
23 for each subsequent year, for general operating cost increases including salaries and benefits.
24 For the first year of this Agreement, Sanger USD shall compensate County in the amount of
25 Thirty-Nine Thousand Dollars (\$39,000), in four (4) payments of Nine Thousand Seven Hundred
26 Fifty Dollars (\$9,750), paid on or about the dates of the 1st of the month following agreement
27 execution, January 1, March 1 and June 1. If extended for the second year of this Agreement,
28 Sanger USD shall compensate County in the amount of Forty Thousand, Five Hundred Sixty

1 Dollars (\$40,560), in four (4) payments of Ten Thousand, One Hundred Forty Dollars (\$10,140),
2 paid on or about the dates of October 1, January 1, March 1 and June 1. If extended for the
3 third year of this Agreement, Sanger USD shall compensate County in the amount of Forty-Two
4 Thousand, One Hundred Eighty-Three Dollars (\$42,183), in four (4) payments of Ten Thousand,
5 Five Hundred Forty-Five and 75/100 Dollars (\$10,545.75), paid on or about the dates of October
6 1, January 1, March 1 and June 1.

7 **3.2 Maximum Compensation.** In no event shall the maximum compensation amount
8 payable to County under this Agreement if extended for the two (2) additional years under
9 Section 4.2 exceed One Hundred Twenty-One Thousand, Seven Hundred Forty-Three Dollars
10 (\$121,743). Sanger USD acknowledges that the County is a local government entity, and does
11 so with notice that the County's powers are limited by the California Constitution and by State
12 law.

13 **3.3 Invoices.** County shall submit quarterly invoices to Sanger USD addressed to: Dr.
14 Dennis Wiechmann, Superintendent, 1905 Seventh Street, Fresno, CA 93657. County shall
15 submit each invoice within 30 days after the quarter in which County performs services and in
16 any case within 30 days after the end of the term or termination of this Agreement.

17 **3.4 Payment.** Sanger USD shall pay each correctly completed and timely submitted
18 invoice within 45 days after receipt. Sanger USD shall remit any payment to the County's
19 address specified in the invoice.

20 **3.5 Incidental Expenses.** The County is solely responsible for all of its costs and
21 expenses that are not specified as payable by the Sanger USD under this Agreement.

22 **Article 4**

23 **Term of Agreement**

24 **4.1 Term.** This Agreement is retroactively effective on July 1, 2024 and terminates on
25 June 30, 2025 except as provided in section 4.2, "Extension," or Article 6, "Termination and
26 Suspension," below.

27 **4.2 Extension.** The term of this Agreement may be extended for no more than two (2),
28 one-year periods only upon written approval of both parties at least 30 days before the first day

1 of the next one-year extension period. The County's Chief Probation Officer, or designee, is
2 authorized to sign the written approval on behalf of the County. The extension of this Agreement
3 by the County and Sanger USD is not a waiver or compromise of any default or breach of this
4 Agreement by the Sanger USD existing at the time of the extension whether or not known to the
5 County.

6 **Article 5**

7 **Notices**

8 5.1 **Contact Information.** The persons and their addresses having authority to give and
9 receive notices provided for or permitted under this Agreement include the following:

10 **For the County:**

11 Chief Probation Officer
12 County of Fresno
13 Probation Department
14 3333 E. American Ave, Suite B
15 Fresno, CA 93725
16 ProbationContracts@fresncountyca.gov

17 **For the Contractor:**

18 Superintendent
19 Sanger Unified School District
20 1905 Seventh Street
21 Sanger, CA 93657
22 dennis_wiechmann@sangerusd.net

23 5.2 **Change of Contact Information.** Either party may change the information in section
24 5.1 by giving notice as provided in section 5.3.

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

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

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

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

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

10 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
11 nothing in this Agreement establishes, waives, or modifies any claims presentation
12 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
13 of Title 1 of the Government Code, beginning with section 810).

14 **Article 6**

15 **Termination and Suspension**

16 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
17 contingent on the approval of funds by the appropriating government agency. If sufficient funds
18 are not allocated, then the County, upon at least 30 days' advance written notice to the Sanger
19 USD, may:

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

21 (B) Terminate this Agreement.

22 **6.2 Termination for Breach.**

23 (A) Upon determining that a breach (as defined in paragraph (C) below) has
24 occurred, either the County or Sanger USD may give written notice of the breach to the
25 other party. The written notice may suspend performance under this Agreement, and
26 must provide at least 30 days for the other party to cure the breach.
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28

1 (B) If the County or Sanger USD fails to cure the breach to the other party's
2 satisfaction within the time stated in the written notice, the County or Sanger USD may
3 terminate this Agreement immediately.

4 (C) For purposes of this section, a breach occurs when the County or Sanger USD
5 has:

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

10 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
11 County or Sanger USD may terminate this Agreement by giving at least 30 days advance
12 written notice to the other party.

13 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
14 under this Article 6 is without penalty to or further obligation of the County or Sanger USD.

15 **Article 7**

16 **Independent Contractor**

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

24 **7.2 Verifying Performance.** Sanger USD shall have no right to control, supervise, or
25 direct the manner or method of the County's performance under this Agreement, but Sanger
26 USD may verify that the County is performing according to the terms of this Agreement. Sanger
27 USD and County shall comply with all applicable provisions of law and the rules and regulations,
28 if any, of governmental authorities having jurisdiction over matters on the subject thereof.

1 7.3 **Benefits.** The parties shall be solely liable and responsible for providing to, or on
2 behalf of, their employees all legally-required employee benefits. In addition, parties shall be
3 solely responsible and save the other party harmless from all matters relating to the payment of
4 each party's employees, including compliance with Social Security withholding and all related
5 regulations. Because if its status as an independent contractor, the County has no right to
6 employment rights or benefits available to Sanger USD employees.

7 7.4 **Services to Others.** The parties acknowledge that, during the term of this
8 Agreement, the County may provide services to others unrelated to Sanger USD.

9 **Article 8**

10 **Indemnity and Defense**

11 8.1 **Indemnity.** Sanger USD shall indemnify and hold harmless, and at County's request,
12 defend the County (including its officers, agents, employees, and volunteers) against all claims,
13 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
14 penalties, and liabilities of any kind to the County, Sanger USD, or any third party that arise from
15 or relate to the performance or failure to perform by Sanger USD (or any of its officers, agents,
16 subcontractors, or employees) under this Agreement. The County may conduct or participate in
17 its own defense without affecting the Sanger USD's obligation to indemnify and hold harmless
18 or defend the County.

19 County shall indemnify and hold harmless, and at Sanger USD's request, defend
20 Sanger USD (including its officers, agents, employees, and volunteers) against all claims,
21 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
22 penalties, and liabilities of any kind to Sanger USD, County, or any third party that arise from or
23 relate to the performance or failure to perform by County (or any of its officers, agents,
24 subcontractors, or employees) under this Agreement. Sanger USD may conduct or participate in
25 its own defense without affecting the County's obligation to indemnify and hold harmless or
26 defend Sanger USD.

27 In the event of concurrent negligence on the part of County or any of its officers,
28 agents or employees, and Sanger USD or any of its officers, agents, or employees, the liability

1 for any and all such claims, demands and actions in law or equity for such losses, fines,
2 penalties, forfeiture, costs and damages shall be apportioned under the State of California's
3 theory of comparative negligence as presently established or as may be modified thereafter.

4 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

5 **Article 9**

6 **Insurance**

7 9.1 Sanger USD and County shall comply with all the insurance requirements in Exhibit
8 B to this Agreement.

9 **Article 10**

10 **Inspections, Audits, and Public Records**

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

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

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

26 (A) The County may voluntarily, or upon request by any member of the public or
27 governmental agency, disclose this Agreement to the public or such governmental
28 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 Sanger USD may provide to the County, unless such disclosure is prohibited
4 by court order.

5 (C) This Agreement, and any record or data that Sanger USD 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 Sanger USD 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 10, beginning with section
11 7920.000) ("CPRA").

12 (E) This Agreement, and any record or data that Sanger USD 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 Sanger USD 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 Sanger USD's possession or
22 control, and which the County has a right, under any provision of this Agreement or applicable
23 law, to possess or control, then the County may demand, in writing, that the Sanger USD deliver
24 to the County, for purposes of public disclosure, the requested records that may be in the
25 possession or control of the Sanger USD. Within five business days after the County's demand,
26 Sanger USD shall (a) deliver to the County all of the requested records that are in Sanger
27 USD's possession or control, together with a written statement that Sanger USD, after
28 conducting a diligent search, has produced all requested records that are in the Sanger USD's

1 possession or control, or (b) provide to the County a written statement that Sanger USD, after
2 conducting a diligent search, does not possess or control any of the requested records. Sanger
3 USD shall cooperate with the County with respect to any County demand for such records. If
4 Sanger USD wishes to assert that any specific record or data is exempt from disclosure under
5 the 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. Sanger USD's assertion of any exemption from disclosure is not
8 binding on the County, but the County will give at least ten (10) days' advance written notice to
9 Sanger USD before disclosing any record subject to the Sanger USD's assertion of exemption
10 from disclosure. Sanger USD shall indemnify the County for any court-ordered award of costs or
11 attorney's fees under the CPRA that results from the Sanger USD'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 Sanger USD is operating as a corporation, or
17 changes its status to operate as a corporation.

18 11.2 **Duty to Disclose.** If any member of Sanger USD'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. Sanger USD acknowledges that County employees have no authority to modify
2 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. Sanger USD 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, Sanger USD 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 SANGER USD 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 Sanger USD and the County with respect to the subject matter of this Agreement, and
7 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.** Sanger USD represents and warrants to the County that:

16 (A) Sanger USD 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 SANGER USD is duly
19 authorized to do so and his or her signature on this Agreement legally binds SANGER
20 USD 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.
28

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

SANGER UNIFIED SCHOOL DISTRICT

COUNTY OF FRESNO



Dr. Dennis Wiechmann, Superintendent

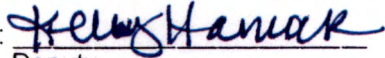


Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

1905 Seventh Street
Sanger, CA 93657

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

Date: November 12, 2024

By: 

Deputy

For accounting use only:

Org No.: 34300580
Account No.: 4895
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

I. **Service Description.** The DPO works under the direct supervision of County's Probation Department. The duties of the assigned DPO shall be, but are not necessarily limited to, the following:

1. Provide supervision of students on formal and informal probation who are attending Sanger USD school sites, as determined by mutual written agreement of Sanger USD and County's Chief Probation Officer.
2. Operate in conjunction with an officer of the Sanger City Police Department, as a Police/Probation Team that provides investigation and intervention services concerning students involved in delinquent activity on Sanger USD high school campuses.
3. Impose and monitor programs of informal probation and other dispositional options for students attending the high school campuses who commit crimes off campus and who are referred to the high school's Police/Probation Team for intake services by the Probation Department Intake Unit.
4. Work closely with school administrators and faculty to ensure school attendance of students on supervision attending the specified high schools.
5. Develop school-based intervention options and other forms of community service, designed to hold students on supervision attending the high schools accountable for misconduct, and to prevent further entry into the juvenile justice system.
6. Attend regular interagency meetings of the participating agencies.
7. Assist in the cooperative effort of probation, police and schools to closely monitor and supervise juvenile probationers attending the high school campuses, and help develop and operate a spectrum of intervention and diversion programs designed to improve behavior in the community, home and school.

Exhibit A

- 1 8. Promote youth development by introducing age-appropriate prevention and
2 intervention programs on selected SANGER USD elementary sites, which are
3 designed to promote positive behaviors in the community, home and school
4 through positive, proactive relationships with DPOs.

5 **II. Service Locations.** One DPO shall be assigned to each of following SANGER USD
6 sites. Sites may be modified through mutual agreement between SANGER USD and
7 County's Chief Probation Officer.

- 8 1. Sanger High School

9 **III. Hours of Operation.** DPO shall be available Monday through Friday from 8 AM to 5
10 PM to cover normal school hours. Probation shall ensure appropriate notification is
11 given to Sanger USD if assigned DPO is not available due to leave or mandatory
12 Probation training. DPO participation in special events occurring after school hours at
13 the request of Sanger USD shall be reviewed and approved by the DPO's
14 Supervisor.

15 **IV. Data Collection and Outcomes Measurement.** Sanger USD and County shall work
16 collaboratively together to develop and implement data collection and outcome
17 measurements, and may adjust such data and outcomes periodically throughout the
18 duration of the Agreement, as needed, to best measure the effectiveness of the
19 services as determined by Sanger USD and County.

Exhibit B

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Sanger USD or any third parties, Sanger USD, 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. SANGER USD 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 SANGER USD'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) **Molestation Liability.** Sexual abuse / molestation liability insurance 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.

If Sanger USD 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 the Sanger USD 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

Exhibit B

volunteers are not responsible for any premiums on the policy; and (3) the Sanger USD 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 Sanger USD's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(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, Sanger USD 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, Sanger USD 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, Sanger USD 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 Sanger USD 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 Sanger USD 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, Sanger USD 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.** Sanger USD 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. Sanger USD is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but Sanger USD's waiver of subrogation under this paragraph is effective whether or not Sanger USD obtains such an endorsement.

Exhibit B

- (F) **County's Remedy for Contractor's Failure to Maintain.** If Sanger USD 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 Sanger USD. The County may offset such charges against any amounts owed by the County to Sanger USD under this Agreement.
- (G) **Subcontractors.** Sanger USD shall require and verify that all subcontractors used by Sanger USD to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize Sanger USD to provide services under this Agreement using subcontractors.

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:	