

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated July 14, 2026 and is between Cook's Communications Corp., a California corporation, whose address is 160 N. Broadway, Fresno, Ca 93701 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County desires to obtain vehicle up-fitting and maintenance and repair of equipment installed by Contractor for the Sheriff's Office, and General Services Department (referred to individually as "County Department" or collectively as "County Departments").

B. Sheriff's Office has identified vendors capable of meeting the required operational, technical, and service criteria in Fresno, Yuba City, and Merced who provide specialized law enforcement up-fitting services. Of three respondents, only one vendor met the requirements of the Sheriff's Office.

C. Contractor is the only local vendor providing specified service, installation, and parts, and is a provider of parts manufacturers warranty service.

D. Contractor is engaged in the business of furnishing such services and represents that it is professionally capable of performing the services called for by this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Work & Pricing Structure.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Scope of Work, Pricing Structure, and Estimates."

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

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

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

3 **Article 2**

4 **County's Responsibilities**

5 2.1 The County shall compensate Contractor as provided in Article 3 of this Agreement.

6 2.2 The County shall participate with Contractor in an annual inventory review of
7 products.

8 **Article 3**

9 **Compensation, Invoices, and Payments**

10 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
11 the performance of its services under this Agreement as described in Exhibits A and B to this
12 Agreement, titled "Milestone Payment Requirements."

13 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
14 under this Agreement is Ten Million Dollars (\$10,000,000) for the term of the Agreement. In no
15 event shall compensation paid for services performed under this Agreement exceed Two Million
16 Dollars (\$2,000,000) per year, or Ten Million Dollars (\$10,000,000) during the potential sixty
17 (60) month term of this Agreement, consisting of Three Million Dollars (\$3,000,000) allocated to
18 General Services – Fleet, and Seven Million Dollars (\$7,000,000) allocated to Sheriff's Office. It
19 is understood that all expenses incidental to Contractor's performance of services under this
20 Agreement shall be borne by Contractor. The Contractor acknowledges that the County is a
21 local government entity, and does so with notice that the County's powers are limited by the
22 California Constitution and by State law, and with notice that the Contractor may receive
23 compensation under this Agreement only for services performed according to the terms of this
24 Agreement and while this Agreement is in effect, and subject to the maximum amount payable
25 under this section. The Contractor further acknowledges that County employees have no
26 authority to pay the Contractor except as expressly provided in this Agreement.

27 3.3 **Invoices.** The Contractor shall submit monthly invoices to County on a monthly basis
28 for the services provided under this Agreement. Invoices will include an itemized description of

1 services performed with contract billing price, purchase order/contract number, date of service,
2 invoice number, billing period and amount. The Contractor shall prepare and submit General
3 Services Department - Fleet Services invoices on a per vehicle basis. Each invoice must
4 reference the applicable Vehicle Equipment Unit Number, and all charges listed on the invoice
5 must be exclusively attributable to the identified vehicle. Under no circumstances shall the
6 Contractor aggregate charges for parts or services for multiple vehicles onto a single invoice.
7 Invoices shall be mailed to the County Department that requested the services at the addresses
8 listed below:

- 9 • Fresno County Sheriff's Office
10 Attention: Business Office - Account Clerk
11 2200 Fresno Street, P.O. Box 1788
12 Fresno, CA 93721
- 13 • General Services Department – Fleet Services
14 4551 E. Hamilton
15 Fresno, CA 93702

16 The Contractor shall submit each invoice within 60 days after the month in which the Contractor
17 performs services and in any case within 60 days after the end of the term or termination of this
18 Agreement.

19 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
20 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
21 address specified in the invoice.

22 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
23 expenses that are not specified as payable by the County under this Agreement.

24 **Article 4**

25 **Term of Agreement**

26 4.1 **Term.** This Agreement is effective on August 1, 2026, and terminates on July 31,
27 2029, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"
28 below.

4.2 **Extension.** The term of this Agreement shall be automatically extended for no more
than two, one-year periods unless a party provides written notice of termination to the other

1 party at least 30 days before the first day of the next one-year extension period. The Sheriff or
2 his or her designee is authorized to sign the written approval on behalf of the County based on
3 the Contractor's satisfactory performance. The extension of this Agreement by the County is not
4 a waiver or compromise of any default or breach of this Agreement by the Contractor existing at
5 the time of the extension whether or not known to the 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 Sheriff's Business Office
12 County of Fresno
2200 Fresno Street
Fresno, CA 93721
sheriff.fleet@fresnosheriff.org
Fax: (559) 600-8318

14 **For the Contractor:**

15 Cook's Communications Corp.
160 N. Broadway
16 Fresno, CA 93701
AR@cooks.com

17 5.2 **Change of Contact Information.** Either party may change the information in section
18 5.1 by giving notice as provided in section 5.3.

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

24 5.3(A) A notice delivered by personal service is effective upon service to the
25 recipient.

26 5.3(B) A notice delivered by first-class United States mail is effective three
27 County business days after deposit in the United States mail, postage prepaid,
28 addressed to the recipient.

1 5.3(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,
4 addressed to the recipient.

5 5.3(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
7 (but, if such transmission is completed outside of County business hours, then such
8 delivery is deemed to be effective at the next beginning of a County business day),
9 provided that the sender maintains a machine record of the completed transmission.
10

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

15 **Article 6**

16 **Termination and Suspension**

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

- 21 • Modify the services provided by the Contractor under this Agreement; or
- 22 • Terminate this Agreement.

23 6.2 **Termination for Breach.**

- 24 • Upon determining that a breach (as defined in paragraph (C) below) has
25 occurred, the County may give written notice of the breach to the Contractor. The
26 written notice may suspend performance under this Agreement, and must
27 provide at least 30 days for the Contractor to cure the breach.
28

- If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.
- For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:
 - (1) Obtained or used funds illegally or improperly;
 - (2) Failed to comply with any part of this Agreement;
 - (3) Submitted a substantially incorrect or incomplete report to the County; or
 - (4) Improperly performed any of its obligations under this Agreement.

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

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

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Article 7

Independent Contractor

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

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

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

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

Article 8

Indemnity and Defense

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

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

Article 9

Insurance

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

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this

1 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
2 request by the County, permit the County to audit and inspect all of such records and data to
3 ensure the Contractor's compliance with the terms of this Agreement.

4 **10.2 State Audit Requirements.** If the compensation to be paid by the County under this
5 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
6 California State Auditor, as provided in Government Code section 8546.7, for a period of three
7 years after final payment under this Agreement. This section survives the termination of this
8 Agreement.

9 **10.3 Public Records.** The County is not limited in any manner with respect to its public
10 disclosure of this Agreement or any record or data that the Contractor may provide to the
11 County. The County's public disclosure of this Agreement or any record or data that the
12 Contractor may provide to the County may include but is not limited to the following:

- 13 • The County may voluntarily, or upon request by any member of the public or
14 governmental agency, disclose this Agreement to the public or such
15 governmental agency.
- 16 • The County may voluntarily, or upon request by any member of the public or
17 governmental agency, disclose to the public or such governmental agency any
18 record or data that the Contractor may provide to the County, unless such
19 disclosure is prohibited by court order.
- 20 • This Agreement, and any record or data that the Contractor may provide to the
21 County, is subject to public disclosure under the Ralph M. Brown Act (California
22 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section
23 54950).
- 24 • This Agreement, and any record or data that the Contractor may provide to the
25 County, is subject to public disclosure as a public record under the California
26 Public Records Act (California Government Code, Title 1, Division 10, beginning
27 with section 7920.000) ("CPRA").
28

- This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).
- Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,

1 failure to produce any such records, or failure to cooperate with the County with respect to any
2 County demand for any such records.

3 **Article 11**

4 **Disclosure of Self-Dealing Transactions**

5 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation
6 or changes its status to operate as a corporation.

7 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
8 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
9 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
10 the County before commencing the transaction or immediately after.

11 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
12 a party and in which one or more of its directors, as an individual, has a material financial
13 interest.

14 **Article 12**

15 **General Terms**

16 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
17 Agreement may not be modified, and no waiver is effective, except by written agreement signed
18 by both parties. The Contractor acknowledges that County employees have no authority to
19 modify this Agreement except as expressly provided in this Agreement.

20 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
21 under this Agreement without the prior written consent of the other party.

22 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
23 or related to this Agreement.

24 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
25 County, California. Contractor consents to California jurisdiction for actions arising from or
26 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
27 brought and maintained in Fresno County.

1 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
2 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
3 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
4 against either party.

5 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

6 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
7 only and are not part of this Agreement.

8 12.8 **Severability.** If anything in this Agreement is found by a court of competent
9 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
10 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
11 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
12 intent.

13 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
14 not unlawfully discriminate against any employee or applicant for employment, or recipient of
15 services, because of race, religious creed, color, national origin, ancestry, physical disability,
16 mental disability, medical condition, genetic information, marital status, sex, gender, gender
17 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
18 all applicable State of California and federal statutes and regulation.

19 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
20 of the Contractor under this Agreement on any one or more occasions is not a waiver of
21 performance of any continuing or other obligation of the Contractor and does not prohibit
22 enforcement by the County of any obligation on any other occasion.

23 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
24 between the Contractor and the County with respect to the subject matter of this Agreement,
25 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
26 publications, and understandings of any nature unless those things are expressly included in
27 this Agreement. If there is any inconsistency between the terms of this Agreement without its
28 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving

precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

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

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

- The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.
- The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

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

- An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
- Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),

1 paragraphs (1) through (5), and agrees that each other party may rely upon that
2 representation.

- 3 • This Agreement is not conditioned upon the parties conducting the transactions
4 under it by electronic means and either party may sign this Agreement with an
5 original handwritten signature.

6 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
7 original, and all of which together constitute this Agreement.

8 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 COOK'S COMMUNICATIONS CORP.

COUNTY OF FRESNO

3
4 David Burchfield
5 David Burchfield, Director of Operations

6 160 N. Broadway
7 Fresno, CA 93701

Garry Bredefeld
Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

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

9
10 By: Sharon Kiri
Deputy

11 For accounting use only:

12 Sheriff-Coroner-Public Administrator
13 Org No.: 31113229
14 Account No.: 7295; 8300
Fund No.: 0001
Subclass No.: 10000

15 General Services – Fleet
16 Org No.: 8910; 8911
17 Account No.: 7205; 8300
Fund No.: 1000
Subclass No.: 10000; 19000

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Exhibit A

Scope of Work, Pricing Structure, and Estimates

Description and pricing attached as follows from Contractor.

Small Business Certification ID 21456
City of Fresno Business License #11537
State of California Seller's Permit #22785185

Cook's Communications Corp. shall provide all labor, materials, equipment, and expertise necessary to support vehicle upfitting and communications infrastructure, including but not limited to:

- Complete patrol, administrative, and specialty vehicle upfitting
- Installation of emergency lighting, siren, and control systems
- Installation and integration of mobile radio systems and associated RF components
- In-car video system installation and integration
- Mobile data terminal (MDT) and docking solutions
- Installation of partitions, weapon mounts, storage systems, and transport equipment
- Antenna installation, tuning, and system performance verification
- Diagnostics, troubleshooting, repair, and reconfiguration services
- De-installation and reinstallation of existing equipment
- Fabrication of custom mounting and integration solutions
- Project coordination and fleet deployment scheduling

This scope is intentionally broad to ensure the County maintains the ability to adapt to evolving operational needs, vehicle platforms, and technology standards.

- Pricing Structure
 - Labor Rates
 - Years 1–3: \$165.00 per hour
 - Years 4–5 (if extended): \$180.00 per hour
 - Product Pricing – Minimum Discounts from MSRP
- Labor includes installation, fabrication, diagnostics, and related services.
All equipment shall be provided at the following discounts from manufacturer MSRP:

Manufacturer	Minimum Discount
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Federal Signal	40%
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Kenwood	35%
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Troy	23%
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Setina	20%
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Pro-gard	15%
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Havis	23%
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Tuffy	20%
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Santa Cruz	30%
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Whelen	30%
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TAIT	30%
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Notes:

- Discounts represent minimum guaranteed pricing; additional promotional or volume

Exhibit A

pricing may apply.

- Manufacturer programs and bundled pricing may result in lower effective costs.

- Quality & Performance Standards

Cook's Communications Corp. shall:

- Perform RF testing and system verification on all installed radio equipment
- Ensure all installations meet manufacturer and industry standards
- Provide consistent installation quality across fleet deployments
- Maintain the ability to support ongoing service, repair, and warranty work
- Coordinate directly with the County staff to ensure operational requirements are met

- Scheduling & Project Execution

- Work will be scheduled upon receipt of required equipment
- Lead times are dependent on manufacturer availability
- Fleet builds may be phased based on operational needs
- Coordination will occur with designated Sheriff's Office personnel

Estimates in PDF documents are as follows:

Quote No.: 18328 – Page A-3 through A-8

Quote No.: 18329 – Page A-9 through A-14



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: FRESKOSHERIF

Quote No.: 18328

Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: **County of Fresno**

Sheriff Fleet Division
2200 Fresno Street
Fresno, CA 93721

Phone: (559) 600-8592

Email: ryan.gilbert@fresnosheriff.org

Ship To: **County of Fresno**

Sheriff Fleet Division
807 S Chance Ave
Fresno, CA 93702

Phone: (559) 600-8106

Email: sheriff.fleet@fresnosheriff.org

Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number	Sales Person			Expiration Date
	David Burchfield			
Quantity Required	Item Number	Description	Unit Price	Amount

****27 FORD F-150 ****
****PATROL BUILD****
UNIT# TBD
****CONTRACT EXAMPLE B****

****FEDERAL SIGNAL ****
****PROMO PACKAGE****

1	VALR51J	Federal Signal 51" Valor 2 Color LightbarBar. SPECIY CONFIG Old p/n VALOR51	2530.00	2530.00
1	HKB-FRD15-HP	Fed Sig High Performance Hook Kit fits '24 Ford F150	0.00	0.00
1	PF200S17B	Federal Signal Pathfinder 200W Siren Amp with 17 Button Remote Controller	1246.00	1246.00
1	OBD CABLE20-6	Fed Sig ODBII Cable fits '25+ Ford FPI Utilities	128.00	128.00
1	ES100C	Federal Signal 100 watt Siren Speaker	0.00	0.00
1	ESB-U	Universal Siren Bracket for ES100 Siren	0.00	0.00
1	EXPMOD24	Fed Sig Expansion Module 24 Channel	246.00	246.00

1	ES100C	Federal Signal 100 watt Siren Speaker	259.00	259.00
1	ESB-U	Universal Siren Bracket for ES100 Siren	33.00	33.00
1	FHL-CHG	Federal Signal Headlight Flasher	99.00	99.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: FRESCOSHERIF

Quote No.: 18328

Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: **County of Fresno**

Sheriff Fleet Division
2200 Fresno Street
Fresno, CA 93721

Phone: (559) 600-8592

Email: ryan.gilbert@fresnosheriff.org

Ship To: **County of Fresno**

Sheriff Fleet Division
807 S Chance Ave
Fresno, CA 93702

Phone: (559) 600-8106

Email: sheriff.fleet@fresnosheriff.org

Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		
Quantity Required	Item Number	Description	Unit Price	Amount
1	FHL-TAIL	Fed Sig Flasher	94.00	94.00
		COMMUNICATIONS EQUIP		
1	NX-5700BK	Kenwood 50 watt, 1024CH 136-174MHz, RF Deck 3 Year Warranty	621.00	621.00
1	NX-5800BK	Kenwood 50 watt, 1024CH 450-520MHz, RF Deck 3 Year Warranty	621.00	621.00
1	5AFMM-MR	Kenwood NX5000 Dual Deck Single Head Dual Speaker Remote Mount Kit	1087.00	1087.00
1	MMSU-1	Magnetic Mic Conversion Kit	42.00	42.00
2	ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax.	112.00	224.00
2	RFU505ST	PL259 For RG58	10.00	20.00
		MISC HARDWARE		
1	BK0802FDT21F150	Setina PB450L4 Push Bumper w/4 Fed Sig Micropulse Light fits '21+ Ford F150	1071.00	1071.00
1	CC-A-S12	Troy 12" Adjustable Console	418.00	418.00
1	AC-F150-15-MNT	2015-21 Ford F150 floor plate for bucket seat trucks or factory console removed	0.00	0.00
1	FP-PLATINUM	Troy 4" Face Plate for FS Pathfinder 17 Button Control Head	0.00	0.00
1	FP-KENKCH20R	Troy 3" Faceplate fits Kenwood NX5700/5800 KCH20R Control Head	0.00	0.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: FRESCOSHERIF

Quote No.: 18328

Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: **County of Fresno**

Sheriff Fleet Division
2200 Fresno Street
Fresno, CA 93721

Phone: (559) 600-8592

Email: ryan.gilbert@fresnosheriff.org

Ship To: **County of Fresno**

Sheriff Fleet Division
807 S Chance Ave
Fresno, CA 93702

Phone: (559) 600-8106

Email: sheriff.fleet@fresnosheriff.org

Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		
Quantity Required	Item Number	Description	Unit Price	Amount
1	FP-BLNK2	2" Blank Troy Face Plate	0.00	0.00
1	FP-BLNK3	3" Blank Troy Face Plate	0.00	0.00
1	AC-BH95	Dual Cup Holders	49.00	49.00
1	CM-UMNT-SA-LED	Troy U-Mount Swing Arm	302.00	302.00
1	14.0553	Sho-Me 12v outlet (3 Plug)	42.00	42.00
1	DC-102-8CD-5	In Line Coupler	10.00	10.00
1	GM-SGRF-MNT	Troy Dual Weapon Rack Adjustable. No Locks	272.00	272.00
1	GM-SGRF-LPG	Troy Lower Pin Guard for GM-SGRF-MNT	73.00	73.00
1	SC-6	Santa Cruz Universal Gun Lock for Extra Large Weapons. Specify Key Type. Old p/n SC5-XL	187.00	187.00
1	SC-1	Gun lock for 870	115.00	115.00
1	TP-E-SL3-FS-SS	Universal FullSize Partition 1/2 Mesh Vinyl 1/2 Poly Carb	919.00	919.00
1	PM-21F150	2021 F-150 truck standard partition mounting kit, no-holes-drilled design	0.00	0.00
1	KP-F150-15-SS	Troy Kick Panel for Partition. Fits '15 Ford F150	156.00	156.00
1	CP-GB54713-US	Troy Underseat Storage Box fits F150/Silverado Silverado Requires Mount Bracket AC-SB-CHV19-MNT	1017.00	1017.00
1	WK0595FDT15F150	Setina Poly Window Barriers fits '15+ F150	287.00	287.00
1	WK0595FDT15F150P	Setina Rear Window Barrier	287.00	287.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: FRESNOSHERIFF

Quote No.: 18328

Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: **County of Fresno**

Sheriff Fleet Division
2200 Fresno Street
Fresno, CA 93721

Phone: (559) 600-8592

Email: ryan.gilbert@fresnosheriff.org

Ship To: **County of Fresno**

Sheriff Fleet Division
807 S Chance Ave
Fresno, CA 93702

Phone: (559) 600-8106

Email: sheriff.fleet@fresnosheriff.org

Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number	Sales Person		Expiration Date	
	David Burchfield			
Quantity Required	Item Number	Description	Unit Price	Amount
		Poly. Fits '15-'19 Ford F150		
1	GRAPHICSPKGFSOPAT	FRESNO COUNTY SHERIFF'S BLACK AND WHITE PATROL GRAPHICS PACKAGE INCLUDES: 2-Reflective Star emblem decals for front doors 1-Reflective SHERIFF lettering for driver's side front and rear doors 1-Reflective SHERIFF lettering for passenger side front and rear doors 1-Reflective FRESNO COUNTY lettering for driver's side front and rear doors 1-Reflective FRESNO COUNTY lettering for passenger side front and rear doors 2-Reflective "Serving you since 1856" lettering for the side rear quarter panels 1-Reflective SHERIFF lettering for rear hatch or tailgate 8- unit #s 2539 at 2 inches tall in green printed on white reflective 4- Roof #s 2539 at 16 inches tall in White Reflective ***All above graphics to be the newer design for FRESNO COUNTY SHERIFF and printed on 3M 5100R reflective vinyl***	571.00	571.00
4.000	GRAPHICS INSTALL PKG	Includes Surface Prep Wrap Graphics Around All Ends, Stars, & Badges	165.00	660.00
1	GRAPHICSPKGFSO4DRS	FSO 4 Door Wrap Panels Set of 3M White Gloss 2080 with cut-outs for door handles	450.00	450.00
4.000	GRAPHICS INSTALL PKG	Includes Surface Prep Wrap Graphics Around All Ends, Stars, & Badges	165.00	660.00
1	RTX80378	Retrax Pro MX Bed Cover	2002.00	2002.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Estimate

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Quote No.: 18328

Phone: (559) 233-8818

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Fresno, CA 93702

Phone: (559) 600-8106

Email: sheriff.fleet@fresnosheriff.org

Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number	Sales Person			Expiration Date
	David Burchfield			
Quantity Required	Item Number	Description	Unit Price	Amount

fits '23 Ford F150 5.5' Bed
MISC INSTALLTION PARTS

1	7189B-BSS	Resettable Circuit Breaker Resettable Circuit Breaker	49.00	49.00
1	7615B-BSS	Blue Seas Solenoid/Timer. 120amp 12vdc	124.00	124.00
1	5029B-BSS	12 Circuit Water Resistant Fuse Block w/Cover	42.00	42.00
1	5029 TAH MNT	Mounting Bracket for 5029 Fuse Block. Fits Chevy Tahoe	75.00	75.00
1	30-10072	Magnetic Reed Switch SPDT .5a Surface Mount N.O./N.C.	15.00	15.00
1	NUS-2X	Nu-Tech Roof Entry Port	25.00	25.00
1	B07R6GS8LV	MaxRacing Rear Seat Release fits '09+ F150 '17+ F250/350	45.00	45.00
1	MATERIALSFEE3	Installation Material Bundle	350.00	350.00
32	LABHRFSOUPFIT	FSO Upfitting Installation will include installing a custoemr provided docking station and power supply disabling the rear doors, installing the retrax Install Bed Cover	165.00	5280.00

Subtotal	22803.00
Freight charges	300.00
Sales tax @ 8.35000%	1793.83

Total	24896.83
-------	----------

Thank You



160 North Broadway
Fresno, CA 93701-1592

Estimate

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Quote No.: 18328

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Email: sales@cookscom.com

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Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number	Sales Person			Expiration Date
	David Burchfield			
Quantity Required	Item Number	Description	Unit Price	Amount

We appreciate your continued patronage

Thank You

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160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: FRESKOSHERIF

Quote No.: 18329

Phone: (559) 233-8818

Email: sales@cookscom.com

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Sheriff Fleet Division
2200 Fresno Street
Fresno, CA 93721

Phone: (559) 600-8592

Email: ryan.gilbert@fresnosheriff.org

Ship To: **County of Fresno**

Sheriff Fleet Division
807 S Chance Ave
Fresno, CA 93702

Phone: (559) 600-8106

Email: sheriff.fleet@fresnosheriff.org

Date	Ship Via	F.O.B.	Terms
04/27/26	Up-Flt Shop	Origin	Net 45

Purchase Order Number	Sales Person	Expiration Date
	David Burchfield	

Quantity Required	Item Number	Description	Unit Price	Amount
-------------------	-------------	-------------	------------	--------

'27 FORD FPI-U
PATROL BUILD
UNIT# TBD
****CONTRACT EXAMPLE A****

FEDERAL SIGNAL
PROMO PACKAGE

1	VALR51J	Federal Signal 51" Valor 2 Color LightbarBar. SPECIY CONFIG Old p/n VALOR51	2530.00	2530.00
1	HKB-FPIU20-HP	Fed Sig Hi Performance Hook Kit fits '21+ FPI Utility	0.00	0.00
1	PF200S17B	Federal Signal Pathfinder 100W Siren Amp with 17 Button Remote Controller	1246.00	1246.00
1	OBD CABLE20-6	Fed Sig ODBII Cable fits '25+ Ford FPI Utilities	128.00	128.00
1	ES100C	Federal Signal 100 watt Siren Speaker	0.00	0.00
1	ESB-U	Universal Siren Bracket for ES100 Siren	0.00	0.00
1	EXPMOD24	Fed Sig Expansion Module 24 Channel *****	246.00	246.00
1	ES100C	Federal Signal 100 watt Siren Speaker	259.00	259.00
1	ESB-U	Universal Siren Bracket for ES100 Siren	33.00	33.00
2	416912-W	FS Corner LED System White Old p/n 416910-W	78.00	156.00

Thank You



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Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number	Sales Person		Expiration Date	
	David Burchfield			
Quantity Required	Item Number	Description	Unit Price	Amount
		INSTALLED IN THE HEADLIGHTS		
2	416918-RBW	FS Corner LED Red/Blue	78.00	156.00
		(INSTALLED IN REVERSE SECTION OF TAILLIGHTS)		
1	416900-VHB	Fed Sig No Drill Mount fits '20 FPI Utility w/Std Headlight	13.00	13.00
		COMMUNICATIONS EQUIPMENT		
1	NX-5700BK	Kenwood 50 watt, 1024CH 136-174MHz, RF Deck 3 Year Warranty	621.00	621.00
1	NX-5800BK	Kenwood 50 watt, 1024CH 450-520MHz, RF Deck 3 Year Warranty	621.00	621.00
1	5AFMM-MR	Kenwood NX5000 Dual Deck Single Head Dual Speaker Remote Mount Kit	1087.00	1087.00
1	MMSU-1	Magnetic Mic Conversion Kit	42.00	42.00
2	ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax.	112.00	224.00
2	RFU505ST	PL259 For RG58	10.00	20.00
		CONSOLE EQUIPMENT		
1	CC-20FDUV-22	Troy 22" Console fits '20 FPI Utility	415.00	415.00
1	FP-PLATINUM	Troy 4" Face Plate for FS Pathfinder 17 Button Control Head	0.00	0.00
1	FP-KENKCH20R	Troy 3" Faceplate	0.00	0.00

Thank You



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Fresno, CA 93701-1592

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Phone: (559) 600-8106

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Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		
Quantity Required	Item Number	Description	Unit Price	Amount

fits Kenwood NX5700/5800
KCH20R Control Head

2	FP-BLNK3	3" Blank Troy Face Plate	0.00	0.00
2	FP-BLNK2	2" Blank Troy Face Plate	0.00	0.00
1	FP-BLNK1	1" Blank Troy Face Plate	0.00	0.00
1	AC-INBHG	Troy 4" Dual Beverage Holder	49.00	49.00
1	CM-UMNT-SA-LED	Troy U-Mount Swing Arm	302.00	302.00
MISC. HARDWARE				
1	BK0802ITU20	Setina PB450L4 Push Bumper 4 Fed Sig Micropulse Ultra fits '20 FPI Utility	1071.00	1071.00
1	GM-SGRF-MNT	Troy Dual Weapon Rack Adjustable. No Locks	272.00	272.00
1	GM-SGRF-LPG	Troy Lower Pin Guard for GM-SGRF-MNT	73.00	73.00
1	SC-6	Santa Cruz Universal Gun Lock for Extra Large Weapons. Specify Key Type. Old p/n SC5-XL	187.00	187.00
1	SC-1	Gun lock for 870	115.00	115.00
1	TP-E-SL3-US-SS	Universal Sedan Partition 1/2 Mesh Vinyl Dipped 1/2 Poly Card	816.00	816.00
1	SAB-20-FDUV-BB	Troy Partition Mount Kit fits '20 FPI Utility	0.00	0.00
1	KP-UV20-DAP-SS	Troy Kick Panel fits '20 FPI Utility	176.00	176.00
1	WK0595ITU20	Setina Poly Window Barriers fits '20 FPI Utility	287.00	287.00

Thank You

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160 North Broadway
Fresno, CA 93701-1592

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807 S Chance Ave
Fresno, CA 93702

Phone: (559) 600-8106

Email: sheriff.fleet@fresnosheriff.org

Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number		Sales Person		Expiration Date
		David Burchfield		
Quantity Required	Item Number	Description	Unit Price	Amount
1	PK01231TU252ND	Setina 12VS Rear Partition Behind 2nd Row Seat fits '25+ FPI Utility	527.00	527.00
1	QK23161TU20	Setina C/P Belt Transfer Kit fits '20 FPI Utility Req's #12 Rear Partition	495.00	495.00
1	G5021UT-V	ProGard Weapon Rack 870 w/ Pistol Grip & Side Saddle	400.00	400.00
1	CP-UV20-CARGO	Troy Utility Cargo Mount w/Gas Shocks fits '20 FPI Utiltiy	732.00	732.00
1	AC-UV20-R-SET	Troy Cargo Area Window Barriers fits '20 FPI Utility	182.00	182.00
1	AC-20-UV-HATCH	Troy Rear Window Barrier fits '20 FPI Utility	133.00	133.00
1	GRAPHICSPKGFSOPAT	FRESNO COUNTY SHERIFF'S BLACK AND WHITE PATROL GRAPHICS PACKAGE INCLUDES: 2-Reflective Star emblem decals for front doors 1-Reflective SHERIFF lettering for driver's side front and rear doors 1-Reflective SHERIFF lettering for passenger side front and rear doors 1-Reflective FRESNO COUNTY lettering for driver's side front and rear doors 1-Reflective FRESNO COUNTY lettering for passenger side front and rear doors 2-Reflective "Serving you since 1856" lettering for the side rear quarter panels 1-Reflective SHERIFF lettering for rear hatch or tailgate 8- unit #s 2501 at 2 inches tall in green printed on white reflective	571.00	571.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

Estimate

Customer No.: FRESNOSHERIFF

Quote No.: 18329

Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: **County of Fresno**

Sheriff Fleet Division
2200 Fresno Street
Fresno, CA 93721

Phone: (559) 600-8592

Email: ryan.gilbert@fresnosheriff.org

Ship To: **County of Fresno**

Sheriff Fleet Division
807 S Chance Ave
Fresno, CA 93702

Phone: (559) 600-8106

Email: sheriff.fleet@fresnosheriff.org

Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number	Sales Person		Expiration Date	
	David Burchfield			
Quantity Required	Item Number	Description	Unit Price	Amount
		4- Roof #s 2501 at 16 inches tall in White Reflective ***All above graphics to to be the newer design for FRESNO COUNTY SHERIFF and printed on 3M 5100R reflective vinyl***		
4.000	GRAPHICS INSTALL PKG	Includes Surface Prep Wrap Graphics Around All Ends, Stars, & Badges	165.00	660.00
1	GRAPHICSPKGFSO4DRS	FSO 4 Door Wrap Panels Set of 3M White Gloss 2080 with cut-outs for door handles	450.00	450.00
4.000	GRAPHICS INSTALL PKG	Includes Surface Prep Wrap Graphics Around All Ends, Stars, & Badges	165.00	660.00
		MISC INSTALLATION PARTS		
1	7189B-BSS	Resettable Circuit Breaker Old p/n CB185-150	49.00	49.00
1	7615B-BSS	Blue Seas Solenoid/Timer. 120amp 12vdc	124.00	124.00
1	5029B-BSS	12 Circuit Water Resistant Fuse Block w/Cover	42.00	42.00
1	5029 FPI MNT BRKT	Mounting Bracket for 5029 Fuse Block. Fits '13 FPI Utility	75.00	75.00
2	5080	Relay	14.00	28.00
1	NUS-2X	Nu-Tech Roof Entry Port	25.00	25.00
1	DC-102-8CD-5	In Line Coupler	18.00	18.00
1	14.0553	Sho-Me 12v outlet (3 Plug)	29.00	29.00
1	MATERIALSFEE3	Installation Material	350.00	350.00

Thank You



160 North Broadway
Fresno, CA 93701-1592

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Date	Ship Via	F.O.B.	Terms	
04/27/26	Up-Flt Shop	Origin	Net 45	
Purchase Order Number	Sales Person			Expiration Date
	David Burchfield			
Quantity Required	Item Number	Description	Unit Price	Amount

		Bundle		
36	LABHRFSOUPFIT	FSO Upfitting Installation will include installing a customer provided docking station and power supply	165.00	5940.00

Subtotal	22635.00
Freight charges	300.00
Sales tax @ 8.35000%	1779.80
Total	24714.80

We appreciate your continued patronage

Thank You

A-14

Exhibit B

Milestone Payment Requirements

Projects involving 10 or more vehicles require a milestone-based payment schedule as outlined below.

Milestone payment schedule:

Payment 1 – Order Approval

- 30% of the Project Total

- Applied to all open work orders associated with the project

Total Initial Payments: \$TBD

Remaining Balance: The remaining balance will be invoiced per vehicle upon completion of each individual unit.

Project details:

Customer / Agency Name: _____

Project Description: _____

Number of Vehicles: _____

Project Total Amount: \$ _____

Initial Payment Total (30% + 30%): \$ _____

Authorization & Approval:

Authorized Customer Representative: _____

Title: _____

Signature: _____

Date: _____

Cook's Communications Representative: _____

Title: _____

Signature: _____

Date: _____

Remaining Balance: The remaining balance will be invoiced per vehicle upon completion of each individual unit.

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) **Garage Liability.** Garage 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) **Garagekeepers Liability Insurance.** Garagekeepers Liability insurance covering all vehicles entrusted to the Contractor by County for service, repair, storage, or safekeeping with limits not less than \$700,000. Coverage shall be written on a Direct Primary basis. "Legal Liability" or "Excess" basis is not acceptable. The policy must cover Comprehensive (including Fire, Theft, Vandalism, and Weather) and Collision perils. Coverage must extend to all locations where County vehicles may be stored or driven by the Contractor.
- (C) **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.
- (D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (E) **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.
- (F) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

Exhibit D

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 professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

Exhibit D

- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in 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.