

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is made this 24<sup>th</sup> day of September, 2024 ("Effective Date") and is between F-N-F Roll-Off Service, Inc., 10420 E Manning Ave, Selma, CA 93662, a California Corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

### Recitals

A. WHEREAS, County requires rental services for roll-off bins for the disposal of green waste and general refuse as needed, and;

B. WHEREAS, County published RFQ 24-062 from May 9, 2024 to June 5, 2024 soliciting bids from qualified vendors for provision of roll-off bin rental service, including delivery, pick up, and disposal of green waste and general refuse generated by the County's Department of Public Works and Planning - Parks & Grounds staff as needed, and;

C. WHEREAS, Contractor submitted the lowest, most responsive bids for the provision of the requested services, and desires to provide these services to County.

The parties therefore agree as follows:

### Article 1

#### Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, entitled "Scope of Services."

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

### Article 2

#### County's Responsibilities

2.1 The County shall Compensate Contractor as provided in Section 3.2, herein.

1 2.2 Provide a "County Representative" who will represent County, and who will work with  
2 Contractor in carrying out the provisions of this Agreement. County Representative shall be  
3 County Director of the Department of Public Works and Planning or his/her designee. Contractor  
4 shall communicate and coordinate with County Representative, who will provide the following  
5 services:

6 (A) Examine documents submitted to County by Contractor, and timely render  
7 decision s pertaining thereto.

8 (B) Provide communication between Contractor and County officials and commissions  
9 (including user Department).

10 2.3 Give reasonably prompt consideration to all matters submitted by Contractor for  
11 approval so that there will be no substantial delays in Contractor's program of work. An approval,  
12 authorization or request to Contractor given by County shall only be binding upon County under  
13 the terms of this Agreement if that approval, authorization or request is made in writing and is  
14 signed on behalf of County by County Representative or a designee.

### 15 Article 3

#### 16 Compensation, Invoices, and Payments

17 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the  
18 performance of its services under this Agreement as described in Exhibit B to this Agreement,  
19 titled "Compensation."

20 3.2 **Maximum Compensation.** Notwithstanding any other provision in this Agreement,  
21 the total compensation paid by County for the Services to be provided by Contractor shall be  
22 limited to a maximum compensation amount of \$105,000 annually, not to exceed \$315,000 for  
23 the Initial Term. If this Agreement is renewed for an additional Year 4, the total not to exceed  
24 amount shall be \$420,000. If this Agreement is renewed for an additional Year 5, the total not to  
25 exceed amount shall be \$525,000. The Contractor acknowledges that the County is a local  
26 government entity, and does so with notice that the County's powers are limited by the California  
27 Constitution and by State law, and with notice that the Contractor may receive compensation  
28 under this Agreement only for services performed according to the terms of this Agreement and

1 while this Agreement is in effect, and subject to the maximum amount payable under this section.  
2 The Contractor further acknowledges that County employees have no authority to pay the  
3 Contractor except as expressly provided in this Agreement.

4 **3.3 Invoices.** The Contractor shall submit monthly invoices to Department of Public  
5 Works and Planning – Resources Division Parks & Grounds via e-mail Attn: Parks Manager  
6 PWPBusinessOffice@fresnocountyca.gov or send invoices to the following address below.

7 Each invoice shall specifically identify this Agreement number and the location of service. The  
8 Contractor shall submit each invoice within 60 days after the month in which the Contractor  
9 performs services and in any case within 60 days after the end of the term or termination of this  
10 Agreement.

11 Public Works and Planning – Resources Division Parks & Grounds  
12 Attn: Parks Manager  
13 2220 Tulare St., 6th Floor  
14 Fresno, CA 93721-2106  
15 pwpbusinessoffice@fresnocountyca.gov.

16 **3.4 Payment.** The County shall pay each correctly completed and timely submitted invoice  
17 within 45 days after receipt. The County shall remit any payment to the Contractor's address  
18 specified in the invoice.

19 (A) Upon receipt of a proper invoice, the County Department of Public Works and  
20 Planning will take a maximum of ten (10) working days to review, approve, and submit to  
21 County Auditor-Controller/Treasurer-Tax Collector. Unsatisfactory or inaccurate invoices  
22 may be returned to the Contractor for correction and resubmittal. Payment will be issued  
23 to Contractor within forty-five (45) calendar days of the date the Auditor-  
24 Controller/Treasurer-Tax Collector receives the approved invoice.

25 (B) An unresolved dispute over a possible error or omission may cause payment of  
26 Contractor fees in the dispute amount to be withheld by the County.

27 (C) Concurrently with the invoices, the Contractor shall provide its certification  
28 acceptable to the County, and shall provide, on County request, copies of issued checks,

1 receipts, or other County pre-approved documentation, that complete payment has been  
2 made to all subcontractors as provided herein for all previous invoices paid by the County.

3 (D) Final invoice shall be submitted to the County no later than sixty (60) days after  
4 this Agreement is completed or renewed.

5 **3.5 Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
6 expenses that are not specified as payable by the County under this Agreement.

#### 7 **Article 4**

#### 8 **Term of Agreement**

9 **4.1 Term.** This Agreement is effective on September 24, 2024 and terminates on  
10 September 23, 2027, except as provided in section 4.2, "Extension," or Article 6, "Termination  
11 and Suspension," below.

12 **4.2 Extension.** The term of this Agreement may be extended for no more than two, one-  
13 year periods only upon written approval of both parties at least 30 days before the first day of the  
14 next one-year extension period. The Director of Public Works and Planning or his or her designee  
15 is authorized to sign the written approval on behalf of the County based on the Contractor's  
16 satisfactory performance. The extension of this Agreement by the County is not a waiver or  
17 compromise of any default or breach of this Agreement by the Contractor existing at the time of  
18 the extension whether or not known to the County.

#### 19 **Article 5**

#### 20 **Notices**

21 **5.1 Contact Information.** The persons and their addresses having authority to give and  
22 receive notices provided for or permitted under this Agreement include the following:

23  
24 **For the County:**  
25 Director  
26 County of Fresno  
27 2220 Tulare St.6th Floor  
28 Fresno, CA 93721  
parks@fresnocountyca.gov

**For the Contractor:**  
F-N-F Roll-Off Service, Inc.  
10420 E Manning Ave.  
Selma, CA 93662  
fnfrolloff@yahoo.com

1       **5.2 Change of Contact Information.** Either party may change the information in section  
2 5.1 by giving notice as provided in section 5.3.

3       **5.3 Method of Delivery.** Each notice between the County and the Contractor provided for  
4 or permitted under this Agreement must be in writing, state that it is a notice provided under this  
5 Agreement, and be delivered either by personal service, by first-class United States mail, by an  
6 overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
7 Document Format (PDF) document attached to an email.

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

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

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

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

21       **5.4 Claims Presentation.** For all claims arising from or related to this Agreement, nothing  
22 in this Agreement establishes, waives, or modifies any claims presentation requirements or  
23 procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the  
24 Government Code, beginning with section 810).

## 25 **Article 6**

### 26 **Termination and Suspension**

27       **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
28 contingent on the approval of funds by the appropriating government agency. If sufficient funds

1 are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor,  
2 may:

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

5 **6.2 Termination for Breach.**

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

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

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

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

18 **6.3 Termination without Cause.** In circumstances other than those set forth above, the  
19 County may terminate this Agreement by giving at least 30 days advance written notice to the  
20 Contractor.

21 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
22 under this Article 6 is without penalty to or further obligation of the County.

23 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article  
24 6, the County may demand repayment by the Contractor of any monies disbursed to the  
25 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
26 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
27 demand. This section survives the termination of this Agreement.

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1 **Article 7**

2 **Independent Contractor**

3 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
4 agents, employees, and volunteers, is at all times acting and performing as an independent  
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
6 venturer, partner, or associate of the County.

7 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
8 manner or method of the Contractor's performance under this Agreement, but the County may  
9 verify that the Contractor is performing according to the terms of this Agreement.

10 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
11 right to employment rights or benefits available to County employees. The Contractor is solely  
12 responsible for providing to its own employees all employee benefits required by law. The  
13 Contractor shall save the County harmless from all matters relating to the payment of Contractor's  
14 employees, including compliance with Social Security withholding and all related regulations.

15 7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement,  
16 the Contractor may provide services to others unrelated to the County.

17 **Article 8**

18 **Indemnity and Defense**

19 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County  
20 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,  
21 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of  
22 any kind to the County, the Contractor, or any third party that arise from or relate to the  
23 performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors,  
24 or employees) under this Agreement. The County may conduct or participate in its own defense  
25 without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

26 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

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1 **Article 9**

2 **Insurance**

3 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this  
4 Agreement.

5 **Article 10**

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

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

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

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

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

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

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

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

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

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

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

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

## 9 **Article 11**

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

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

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

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

## 19 **Article 12**

### 20 **General Terms**

21 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
22 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
23 by both parties. The Contractor acknowledges that County employees have no authority to modify  
24 this Agreement except as expressly provided in this Agreement.

25 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under  
26 this Agreement without the prior written consent of the other party.

27 12.3 **Governing Law.** The laws of the State of California govern all matters arising from or  
28 related to this Agreement.

1       12.4   **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County,  
2 California. Contractor consents to California jurisdiction for actions arising from or related to this  
3 Agreement, and, subject to the Government Claims Act, all such actions must be brought and  
4 maintained in Fresno County.

5       12.5   **Construction.** The final form of this Agreement is the result of the parties' combined  
6 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous,  
7 that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

8       12.6   **Days.** Unless otherwise specified, "days" means calendar days.

9       12.7   **Headings.** The headings and section titles in this Agreement are for convenience only  
10 and are not part of this Agreement.

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

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

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

25       12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
26 between the Contractor and the County with respect to the subject matter of this Agreement, and  
27 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
28 publications, and understandings of any nature unless those things are expressly included in this

1 Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits  
2 and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to  
3 the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

4 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create  
5 any rights or obligations for any person or entity except for the parties.

6 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

12 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
13 electronic signature as provided in this section.

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

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

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

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

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

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

9 [SIGNATURE PAGE FOLLOWS]

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

F-N-F Roll-Off Service, Inc.

COUNTY OF FRESNO

Fernando Leanos  
Fernando Leanos, President

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

10420 E. Manning Ave.  
Selma, CA 93662

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

By: Hanan  
Deputy

For accounting use only:

Org No.: 7910  
Account No.: 7295  
Fund No.: 0001  
Subclass No.:10000

# Exhibit A

## Scope of Services

Contractor agrees to provide rental services for roll-off bins (bins), including the delivery and pick up of the bins, and disposal of green waste and general refuse contained in the bins for the County's Department of Public Works and Planning - Parks & Grounds as needed (collectively, "Services").

Green waste is generated by County tree trimmers and consists primarily of wood, leaves, shrubs, chipped trees, tree trunks, palm fronds, and other organic material.

General refuse is generated by the public and consist of waste material intended for disposal including garbage (i.e. fish, food, fowl, fruit or vegetable matter, or any residual material resulting from the preparation, storage, handling or consumption of such substances) and rubbish (i.e. printed materials, paper, pasteboard, rags, straw, used and discarded clothing, packaging materials, ashes, floor sweepings, glass, other waste and hard to handle materials).

The bins may also be needed on County easements located in rural and unincorporated areas of the County, as needed.

Service areas are County-wide, and include but are not limited to the following locations:

Avocado Lake Park	3625 N Piedra Rd, Sanger, CA 93657
China Creek Park	S Rainbow Route & S Smith, Sanger, 93657
Choinumni Park and Campground	26501 Pine Flat Rd, Sanger, CA 93657
Courthouse Park	1100 Van Ness Ave, Fresno, CA 93721
Fancher Creek	S Clovis Ave & E Butler Ave, Fresno, CA 93727
Juvenile Justice Campus (JJC)	3333 E American Ave, Fresno, CA 93725
Kearney Park	6725 W Kearney Blvd, Fresno, CA 93706
Kearney Boulevard	W Kearney Boulevard, Fresno, CA 93706
Laton Kingston Park	20055 Fowler Ave, Laton, CA 93242
Los Gatos Creek Park	46240 Los Gatos Creek Rd, Coalinga, CA 93210
Lost Lake Park and Campground	16385 N Friant Rd., Friant, CA 93626
Park Circle Drive	E Park Circle Drive, Fresno, CA 93727
Pine Flat Fishing Access	Pine Flat Rd, Piedra, CA 93649
Potter's Cemetery	242 N Hughes Ave, Fresno, CA 93706
Plaza Building	2220 Tulare St, Fresno, CA 93721
Skaggs Bridge Park	5901 N Madera Ave, Kerman, CA 93630
University Medical Center (UMC)	E Inyo Ave, Fresno, CA 93702

**Exhibit A**

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Van Ness Boulevard

Veteran's Liberty Cemetery

Winton Park

N Van Ness Blvd, Fresno, CA 93704

1831 W Belmont Ave, Fresno, CA 93728

25314 E Trimmer Spring Rd, Sanger, CA 93657

# Exhibit B

## Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Price rates shall remain fixed for the entire three-year base term of the agreement and each optional one-year extension period. The total amount of the Maximum Annual Fee may not be increased except upon formal written Amendment to this Agreement, approval by the County's Board of Supervisors in accordance with Article 12.1. The County does not guarantee any amount of work and will not pay additional charges for weight overages. Prices provided by the Contractor includes fees for delivery, pickup, disposal, taxes, NEWHA licenses and any other charges that may arise to complete the tasks.

The costs specified below includes all necessary expenses related to the collection, transportation, and disposal of Green Waste and General Refuse.

### For Green Waste:

Daily Rate for each 10 yard bin: \$350/day

Daily Rate for each 20 yard bin: \$400/day

Daily Rate for each 30 yard bin: \$500/day

Daily Rate for each 40 yard bin: \$600/day

Weekly Rate for each 10 yard bin: \$350/wk

Weekly Rate for each 20 yard bin: \$400/wk

Weekly Rate for each 30 yard bin: \$500/wk

Weekly Rate for each 40 yard bin: \$600/wk

Monthly Rate for each 10 yard bin: \$400/mo

Monthly Rate for each 20 yard bin: \$450/mo

Monthly Rate for each 30 yard bin: \$550/mo

Monthly Rate for each 40 yard bin: \$600/mo

### For General Refuse:

Daily Rate for each 10 yard bin: \$400/day

Daily Rate for each 20 yard bin: \$450/day

Daily Rate for each 30 yard bin: \$550/day

Daily Rate for each 40 yard bin: \$650/day

Weekly Rate for each 10 yard bin: \$400/wk

Weekly Rate for each 20 yard bin: \$450/wk

Weekly Rate for each 30 yard bin: \$550/wk

Weekly Rate for each 40 yard bin: \$650/wk

Monthly Rate for each 10 yard bin: \$450/mo

Monthly Rate for each 20 yard bin: \$500/mo

Monthly Rate for each 30 yard bin: \$600/mo

Monthly Rate for each 40 yard bin: \$700/mo

## Exhibit B

Rate for delays due to the inaccessible bins: \$175

Rate for labor required for adjustments to make a load safe to haul: \$175

# Exhibit C

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, 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

## Exhibit C

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.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in 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.

## Exhibit C

(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.

## Exhibit D

### 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 D

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	