

Service Agreement

This Public Library Service Agreement ("Agreement") is dated February 10, 2026 ("Effective Date") and is between Wheaton Moving & Storage, Inc., a wholly owned subsidiary of Wheaton Van Lines, Inc. and contractor representatives, Wheaton as ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

- A. The County requires moving, relocation services and related products.
- B. The County's Purchasing Manual allows the County to utilize contracts that have been competitively bid by other government agencies and cooperative purchasing groups, including OMNIA Partners.
- C. The Regents of the University of California ("UC") entered into Agreement No. 2020.002692 with Wheaton Van Lines, Inc. ("Supplier") on September 29, 2020, through OMNIA Partners' cooperative purchasing program under Request For Proposal (RFP) No. 001734-DEC2019 for Moving, Relocation Services, and Related Products, and the parties have executed Amendment No. 1 on October 24, 2025, to exercise all five one-year renewal options for renewal terms beginning January 1, 2026 through December 31, 2030, as describe in Exhibit A. The County desires to enter into an agreement with the Contractor for the same remaining terms, provisions and discount pricing, and the Contractor is willing and able to provide services described in Exhibit A and discounted pricing in accordance with the OMNIA Contract.
- D. The County requires qualified and local agents (subcontractors) located in Fresno County, California operating under the Wheaton Van Lines, Inc. network, as identified as Grace Moving Company and Courtesy Moving and Storage.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services, Product and Supplies.** The Contractor shall perform all relocation services as described in Exhibit A: Moving, Relocation Services and Related Products (Agreement #2020.002692, Amendment #1). The relocation activities are specific to library space, special

1 collection handling of ancestry and genealogy, archival collections handling services, specialized
2 container services, relocation management services, and office moving for relocation activities that may
3 include packing help under the direction of Library staff, moving, palletizing, transfer and transportation
4 moves within Fresno County Free Public Library locations.

5 **1.2 Representation.** The Contractor discount pricing under the OMNIA Contract shall be applied to
6 this Agreement, as described in Exhibit B - Compensation, which is attached and incorporated by this
7 reference.

8 **1.3 Local Vendor Agent.** The County requires qualified and local agents (subcontractor) located in
9 Fresno County, California operating under the Wheaton Van Lines, Inc. network, as identified as Grace
10 Moving Company and Courtesy Moving and Storage as described in Exhibit B.

11 **1.4 Prevailing Wage.** For any portion of any of the work, service, and/or function (including, but not
12 limited to, any construction, alteration, installation, demolition, repair, or maintenance work), to be
13 performed that is a "public work" for the purposes of Chapter 1 (commencing with § 1720) of Part 7 of
14 Division 2 of the California Labor Code (collectively, "Chapter 1 of the Labor Code"), (i) Contractor shall
15 comply with, and cause all such contractors and/or suppliers (including their respective sub-contractors
16 at any tier) to comply with, all applicable provisions of Chapter 1 of the Labor Code, and (ii) prior to
17 causing any work to be performed under any agreements with any contractors and/or suppliers, or
18 otherwise, Contractor shall incorporate all of the provisions of this Section 1.3 into such agreements.

19 Information pertaining to applicable Prevailing Wage Rates may be found on the website for the
20 State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>.

21 Information pertaining to applicable prevailing wage rates for apprentices may be found on the website
22 for the State of California – Department of Industrial Relations at
23 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

24 The work to be done on furniture projects will involve the installation of furniture systems and
25 related components. In accordance with Labor Code section 1770, et seq., the Director of the
26 Department of Industrial Relations of the State of California has determined the general prevailing
27 wages rates and employer payments for health and welfare pension, vacation, travel time and
28

1 subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs
2 authorized by Section 3093, and similar purposes applicable to the work to be done.

3 It shall be mandatory upon the Contractor and upon any subcontractor to pay not less than the
4 prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or mechanics
5 employed on this public work project, including those workers employed as apprentices. Further,
6 Contractor and each subcontractor shall comply with Labor Code sections 1777.5 and 1777.6
7 concerning the employment of apprentices. A copy of the above-mentioned prevailing wage rates shall
8 be posted by the Contractor at the job site where it will be available to any interested party.

9 Contractor shall comply with Labor Code section 1775 and forfeit as a penalty to County Two
10 Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid less than the
11 prevailing wage rates for the work or craft in which the worker is employed for any work done under
12 identified project by Contractor or by any subcontractor under Contractor in violation of Labor Code
13 section 1770, et seq. In addition to the penalty, the difference between the prevailing wage rates and
14 amount paid to each worker for each calendar day or portion thereof for which each worker was paid
15 less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

16 Contractor and all subcontractors shall keep an accurate record showing the names, address, social
17 security number, work classification, straight time and overtime hours worked each day and week, and
18 the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed
19 by him or her in connection with this public work project. In accordance with Labor Code section 1776,
20 each payroll record shall be certified and verified by a written declaration under penalty of perjury
21 stating that the information within the payroll record is true and correct and that the Contractor or
22 subcontractor complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any
23 work performed by its employees on this public work project. These records shall be open at all
24 reasonable hours to inspection by the County, its officers and agents, and to the representatives of the
25 State of California – Department of Industrial Relations, including but not limited to the Division of Labor
26 Standards Enforcement

27 1.5 The Contractor further acknowledges that County employees have no authority to pay the
28 Contractor except as expressly provided in this Agreement.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 **County Contract Administrator.** The County appoints County Librarian, or her or his
4 designee, as the County's Contract Administrator with full authority to deal with the Contractor in all
5 matters concerning this Agreement.

6 2.2 **Written Acceptance.** The County shall coordinate with Wheaton Moving Van Lines, Inc.'s local
7 representative, for acceptance of all services rendered that the Contractor has fully performed under
8 the order, at the end of an order, as applicable.

9 2.3 **Relocation Services Project Lead Management.** Under the supervision of County designated
10 project lead coordinators, Contractor will safely, quickly, and efficiently move furniture, equipment and
11 other items at varying distances and load sizes. The Contractor will be under the supervision of the
12 Project Logistics Coordinator. Packer helper will be limited to short-term projects under the step-by-step
13 instruction of Library Assistant or staff.

14 The move aims to ensure the safe packing and transportation of the Library's special historical archive
15 collection, comprising books, newspapers, maps, magazines, and other genealogy documents
16 sensitive to light, temperature between 60-70 degrees, maintain a stable relative humidity of 40-50%,
17 and fragile handling.

18 The office relations services apply to conference room items, office furniture, staff packed boxes, and
19 equipment, while minimizing disruption to library operations.

20 2.4 **Contractor Access.** The County will ensure that Contractor's have access to performed services
21 as required during the County's normal business hours, which are 9am to 6pm Monday through Friday,
22 and partial days on Saturdays except for County holidays.

23 **Article 3**

24 **Compensation, Invoices and Payments**

25 3.1 **Compensation.** The County agrees to pay, and the Contractor agrees to receive compensation
26 for moving and transfer services under 100 miles that shall be billed at an hourly rate. The hourly rate
27 includes all costs associated with a staff, mileage, fuel, box truck and other costs under this Agreement
28 as described in Exhibit B, which is attached and incorporated by this reference.

1 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor under this
2 Agreement is \$5,000,000 during the total term of this Agreement.

3 The Contractor acknowledges that the County is a local government entity and does so with the
4 notice that the County's powers are limited by the California Constitution and the State law, and with
5 notice that the Contractor may receive compensation under this Agreement according to the terms of
6 this Agreement and while this Agreement is in effect, and subject to the maximum amount payable
7 under this section. The Contractor further acknowledges that County employees have no authority to
8 pay the Contractor except as expressly provided in this Agreement.

9 3.3 **Direct Billing and Contractor Payment Profile.** Wheaton Moving & Storage, 8040 Castleton
10 Road, Indianapolis, IN 46250.

11 3.4 **Invoices.** The Contractor shall submit invoices to County. The Agreement number must appear
12 on all shipping documents and invoices to Fresno County Public Library, Attention: Business Office,
13 2420 Mariposa Street, Fresno CA 93721, purchasing@fresnolibrary.org.

14 3.5 **Payment.** The County shall pay Contractor within 45 days after receiving the satisfactory
15 invoice. The County shall remit any payment to the Contractor's address specified in the invoice.

16 **Article 4**

17 **Term of Agreement**

18 4.1 **Term.** This Agreement is retroactively effective to January 27, 2026, and terminates on
19 December 31, 2030, except as provided in section 4.2, "Extension," or Article 6, "Termination and
20 Suspension," below.

21 4.2 **Extension.** None.

22 **Article 5**

23 **Notice**

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

26 County:

27 County Librarian

County of Fresno

28 Email Contractdistribution@fresnolibrary.org

2420 Mariposa St

1 Fresno, CA 93721

2 Contractor:

3 David L. Belford, Director of Sales
4 Wheaton Van Lines, Inc.
5 Email dave.belford@wheatonmoving.com
6 Address:
7 8010 Castleton Road
8 Indianapolis, IN 46250-2005

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

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

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

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

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

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

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this
Agreement establishes, waives, or modifies any claims presentation requirements or procedures

1 provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
2 beginning with section 810).

3 **Article 6**

4 **Termination and Suspension**

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

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

11 6.2 **Termination for Breach.**

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

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

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

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

24 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
25 County party or designee listed Article 5 may terminate this Agreement by giving at least 30 days
26 advance written notice to the Contractor.

27 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this
28 Article 6 is without penalty to or further obligation of the County.

1 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the
2 County may demand repayment by the Contractor of any monies disbursed to the Contractor under this
3 Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement.
4 The Contractor shall promptly refund all such monies upon demand. This section survives the
5 termination of this Agreement.

6 **Article 7**

7 **Independent Contractor and Required Documents**

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

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

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

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

22 **Article 8**

23 **Indemnity and Defense**

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

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

3 The provisions of this Article 8 shall survive termination or expiration of this Agreement.

4 **Article 9**

5 **Insurance**

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

8 **Article 10**

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

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

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

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

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

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

1 by court order.

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

5 (D) This Agreement, and any record or data that the Contractor may provide to the County, is
6 subject to public disclosure as a public record under the California Public Records Act
7 (California Government Code, Title 1, Division 10, Chapter 3, beginning with section 7920.000)
8 (“CPRA”)

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

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

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

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

8 **Article 11**

9 **Disclosure of Self-Dealing Transactions**

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

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

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

18 **Article 12**

19 **General Terms**

20 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this Agreement
21 may not be modified, and no waiver is effective, except by written agreement signed by both parties.
22 The Contractor acknowledges that County employees have no authority to modify this Agreement
23 except as expressly provided in this Agreement.

24 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this
25 Agreement without the prior written consent of the other party.

26 12.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to
27 this Agreement.

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1 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County,
2 California. The 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 efforts. If
6 anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity
7 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 and are
10 not part of this Agreement.

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

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

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

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

1 any inconsistency between the terms of this Agreement without its exhibits and the terms of the
2 exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this
3 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 any
5 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 1. The Contractor is duly authorized and empowered to sign and perform its
8 obligations under this Agreement.

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

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

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

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

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

25 (D) Each party using a digital signature represents that it has undertaken and satisfied the
26 requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
27 and agrees that each other party may rely upon that representation.
28

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

4 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and
5 all of which together constitute this Agreement.

6 The Contractor further represents to the County that if the Contractor changes its agent for
7 service of process in California, or the Contractor's agent for service of process in California changes
8 its address for receiving such service of process in California, which changed information the
9 Contractor shall maintain with the office of the California Secretary of State, the Contractor shall give
10 the County written notice thereof within five calendar days thereof pursuant to Article 5 "Notices".

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12 [SIGNATURE PAGE FOLLOWS]
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date

first hereinabove written.

WHEATON VAN LINES, INC

(Authorized Signature)

Print Name & Title: David L. Belford
Director of Sales

Address:

8010 Castleton Road
Indianapolis, IN 46250-2005

dave.belford@wheatonmoving.com

Email address -contract

FOR ACCOUNTING USE ONLY:

ORG No.: 7511, 7530

Fund: 0107

Subclass: 10000

Account No.: 7295, 7265

COUNTY OF FRESNO

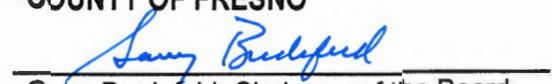
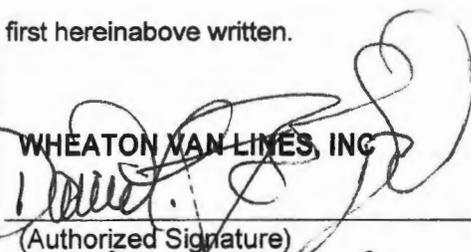
Garry Bredefeld, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

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

By:

Deputy



David L. Belford Director of Sales



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first hereinabove written.

LOCAL AGENT OF WHEATON VAN LINES, INC
GRACE MOVING COMPANY

COUNTY OF FRESNO

Pat Bolger
(Authorized Signature)

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

Sally Bolger
Authorized Signature)

Pat Bolger, Owner
Sally Bolger, Owner

Print Name and Title

Address:

975 Holland Ave
Clovis, CA. 93612
Phone- 209-404-3507
Phone 209-404-7710

gracemoving@yahoo.com
Email address -contract

gracemoving@yahoo.com

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

By: *Hanane*
Deputy

FOR ACCOUNTING USE ONLY:
ORG No.: 7511, 7530
Fund: 0107 Subclass: 10000
Account No.: 7296, 7285

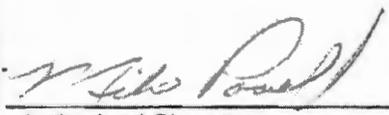
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date

first hereinabove written.

LOCAL AGENT OF WHEATON VAN LINES, INC

COURTESY MOVING AND STORAGE



Authorized Signature
MIKE POWELL

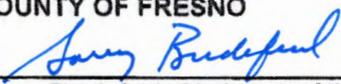
Mike Powell *Sales / ESTIMATOR*

Print Name and Title

Address:
3515 N Sabra Dr, Fresno CA
93727

Mike@courtesymoving.com

Email address

COUNTY OF FRESNO


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

By: 

Deputy

FOR ACCOUNTING USE ONLY:
ORG No.: 7511, 7530
Fund: 0107, Subclass: 10000
Account No.: 7295. 7265

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EXHIBIT A

SCOPE OF SERVICES,

Agreement #2020.002692, entered into by

and between The Regents of the University of California ("UC") and Wheaton Van Lines ("Supplier")

RETROACTIVE AGREEMENT:



This Amendment #1 to Agreement #2020.002692 (the "Agreement" as further defined below) is entered into by and between The Regents of the University of California ("UC") and Wheaton Van Lines ("Supplier"). UC and Supplier may be referred to as the "Parties" in this Amendment.

AMENDMENT TO AGREEMENT

The Agreement is now amended as follows:

Pursuant to Section 2(a) of the Agreement, Supplier and UC hereby agree to extend the term of the Agreement through December 31, 2030. This extension exercises all five of UC's 1-year options.

The UC Terms and Conditions of Purchase are hereby deleted and replaced with the UC Terms and Conditions of Purchase dated 4/1/25.

Attachment A, Statement of Work #1, is hereby deleted and replaced with Attachment A, Statement of Work #2, attached hereto.

All other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

This Amendment is signed by the parties' duly authorized representatives and shall be effective as of 1/1/2026.

WHEATON VAN LINES

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: [Signature] April Milner (Oct 24, 2025 11:29:32 EDT)
Name: April Milner
Title:
Date: 10/24/2025
[Signature] Matthew Hissom (Oct 24, 2025 14:14:40 PDT)
Name: Matthew Hissom
Title: Senior Category Mgr
Date: 10/24/2025

ATTACHMENT A TO PURCHASING AGREEMENT # 2020.002692

STATEMENT OF WORK #2

This Statement of Work #2 ("SOW") is issued pursuant to Purchasing Agreement #2020.002692 dated January 1, 2021 between UC and Wheaton Van Lines ("Agreement").

1. Title and Description of the Scope of Goods and/or Services

Supplier will provide household moving, relocation services, related products and services in the most cost-effective manner while maintaining the highest quality and standards. Supplier will provide the following services to meet UC's requirements:

a) Required Services: Supplier must provide the following services:

- i. Interstate household moving services
- ii. Intrastate household moving services for the State of California
- iii. In-transit Storage
- iv. Automobile moving services

b) Optional Services: Supplier also has the option to provide the following services:

- i. Containerized moving services
- ii. Intrastate household moving services (for states other than California)
- iii. International household moving services
- iv. Specialized services related to household moves, including electronics, office/laboratory and other high-value items
- v. Household relocation services and support
- vi. Other related products and services

c) Eligible Agents: All agents in the Wheaton network will be able to provide services to any UC campus under the terms of this agreement.

2. Term of SOW

This SOW will begin on January 1, 2026, ("Effective Date") and continue through December 31, 2030. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Personnel

Supplier's Account Manager is listed below, and has overall responsibility for managing the UC/Supplier relationship:

Name	Dave Belford
Title	Director of Sales
Phone	317-558-0369
Email	dave.belford@wheatonmoving.com
Address	8010 Castleton Road
	Indianapolis, IN 46250

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	Matt Hissom
Title	Senior Category Manager
Phone	(510) 987-9095
Email	Matthew.hissom@ucop.edu
Address	1111 Franklin Street
	Oakland, CA 94607

4. Reporting Requirements

Supplier will provide quarterly admin fee report for Omnia with the below items included for each move:

- Origin Zip Code
- Destination Zip Code
- Weight
- Shipment Date
- Cost
- Other special charges (peak, fuel, etc)

Supplier agrees to provide mutually agreed upon reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

5. Pricing

- a) UC-specific discounts will be as follows:
 - i. 24 percent discount off of the BVL-100 Tariff on shipments of 3,999 pounds or less
 - ii. 28 percent discount off of the BVL-100 Tariff on shipments between 4,000 and 7,999 pounds
 - iii. 30 percent discount off of BVL-100 Tariff on shipments 8,000 pounds or greater
 - iv. Storage-in-transit discount maximum of 35 percent throughout the United States
 - v. Intrastate shipments within California will be priced according to the California Max 4 Tariff
- b) The following additional discounts will apply to all UC/Omnia shipments when the identified benchmarks have been met by combined UC/Omnia volumes:

- i. 101-150 moves per year – additional 1% discount
 - ii. 151-200 moves per year – additional 2% discount
 - iii. 201 and more moves per year – additional 3% discount
 - iv. Moves will be calculated quarterly, using a 12-month rolling average. Once a benchmark is reached, the discount will be applied to all subsequent moves, until the next benchmark is reached
- c) The above discounts will apply to all of the following:
- i. University of California Employees
 - ii. University of California Students
 - iii. Alumni of all UC campuses
- d) Price increases
- i. Annual price increases will be tied to the increases identified in the BVL-100 tariff, which occurs on January 1st of each year
 - ii. Annual price increases will be capped at 5% per year, regardless of the increase identified in the BVL-100 tariff
- e) Refer to the pricing identified in the RFP response for select services
- f) Refer to the BVL-100 tariff for all other pricing
- g) Coverage for Lost/Damaged Items:
- i. Included Coverage: Supplier offers Full Replacement Value Protection (FRVP) at \$6 per pound, up to \$100,000 of FRVP coverage.
 - ii. Additional Coverage: Customers wanting to purchase a higher level of coverage would be able to make that purchase at \$0.85 cents per \$100 of value and would be charged on their invoice for that coverage.

6. Program Requirements

- a) Technology Integration Solutions:** Supplier must be willing to work with each UC Location within the first ninety (90) days of signing the Agreement resulting from this Award to determine what is needed in terms of technology and set-up the systems necessary to be fully integrated and operational at all UC Locations (Campuses and the Office of the President) with:
- i. e-Procurement Systems.
 - ii. Accounts Payable Systems.
 - iii. Third-party Mail Systems.
 - iv. Operational equipment necessary to integrate all of the Systems.
- b) Account Number Consolidation and Issuance:** Supplier commits to implement a program with the UC Locations during the first ninety (90) days after contract execution, to limit (e.g. consolidate accounts) the total account numbers issued to UC Users to a number deemed acceptable by the Purchasing/Procurement Account Managers from each UC campus. Supplier must commit to implement a program within their own operations/Client Services call centers to limit the issuance of account numbers to University of California employees.
- c) Implementation Expenses:** Supplier accepts the responsibility for all direct expenses related to the implementation of the Agreement(s) resulting from this RFP including but not limited to; technology solutions, some equipment, marketing costs, delivery route modifications, and account management and representation.

7. Sustainability

- a) **Sustainability:** Supplier will comply with Article 22 - Sustainable Procurement Guidelines of the UC Terms and Conditions which states in part: Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: <https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>.
- b) **EcoVadis Registration:** Supplier will be required to register and participate in an assessment of their sustainability practices and procedures through the EcoVadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: <https://www.ecovadis.com/us/supplier-solutions-2/>.

8. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

9. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.



HOUSEHOLD MOVING, RELOCATION SERVICES AND RELATED PRODUCTS
Executive Summary

Lead Agency: University of California

Solicitation: 001734

RFP Issued: June 29, 2020

Pre-Proposal Date: July 15, 2020

Response Due Date: August 13, 2020

Proposals Received: #9

Awarded to: Wheaton Van Lines

The University of California Department of Procurement issued RFP 001734 on June 29, 2020, to establish a national cooperative contract for Household Moving, Relocation Services and Related Products.

The solicitation included cooperative purchasing language in Section C. Organizational Context:

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit C, or as otherwise agreed to. Exhibits A-H contain additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- University of California website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ

- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Kennebec ME Journal

On August 13, 2020 proposals were received from the following offerors:

- | | |
|-------------------------------|--------------------------------------|
| • Coleman Worldwide Moving | • Crown Worldwide Moving and Storage |
| • Movegreen | • North American Van Lines |
| • PODS | • Suddath |
| • Weichert Workforce Mobility | • Wheaton Van Lines |
| • Unigroup | |

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter negotiations with Wheaton Van Lines and proceeding with contract award upon successful completion of negotiations.

The University of California, OMNIA Partners and Wheaton Van Lines successfully negotiated a contract, and the University of California executed the agreement with a contract effective date of January 1, 2021.

Contract includes: Household moving, relocation services, related products and services. Required services include: interstate household moving services; intrastate household moving services for the State of California; in-transit storage; and automobile moving services. Optional services include: Containerized moving services; Intrastate household moving services (for states other than California); International household moving services; Specialized services related to household moves, including electronics, office/laboratory and other high-value items; Household relocation services and support; and, Other related products and services

Term:

Initial five-year agreement from January 1, 2021 through December 31, 2025 with the option to renew for five (5) additional one-year periods through December 31, 2030.

1 EXHIBIT B

2 COMPENSATION

3 Services in County of Fresno

4 Wheaton Van Lines, Inc Local Agents (subcontractors)

5 The following local agencies are participating in the co-operative (piggyback) as Wheaton Van Line,
6 Inc. local agents and will extend contract terms and conditions. Professional services rendered for
7 relocation activities that may include packing, moving, palletizing, transfer and transportation moves
8 within Fresno County Free Public Library locations.
9

10 Supplier Account Manager:

11 Contact Person Dave Belford, Director of Sales / dave.belford@wheatonmoving.com

12 Telephone: 317-558-0369

13 1. Grace Moving Company

14 Contact Person: Clay Smith / csmith@gracemoving.com

15 Telephone: 209-551-7772

16 Address: 800 Janopaul Lane, Modesto, CA 95351

17 www.gracemoving.com
18

19 2. Courtesy Moving and Storage

20 Contact Person: Mike Powell/ Mike@courtesymoving.com

21 Telephone: 559-252-8000

22 Address: 3515 N Sabre Dr, Fresno CA 93727

23 www.courtesymoving.com
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1 Compensation Hourly Rate

2 Local Move Hourly Rate Within Fresno County (less than 100 miles)

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4 Rate 1: Crew 1 One person and a box truck

5 Straight Time

6 Normal Hours: 8AM - 5PM

7 Hourly Rate
8 \$ 332.21

9 Over Time

10 After Hours: Prior to 8AM, after 5PM

11 Hourly Rate
12 \$ 381.06

13 Rate 2: Crew 2 Two persons and a box truck

14 Straight Time

15 Normal Hours: 8AM - 5PM

16 Hourly Rate
17 \$ 664.41

18 Over Time

19 After Hours: Prior to 8AM, after 5PM

20 Hourly Rate
21 \$ 762.13

22 Note The compensation hourly rate includes staffing, mileage, truck, and other costs.

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Larger projects may require multiple crew teams. If multiple crews are utilized, the County will be billed the applicable hourly rate for each crew that performs work.

1 EXHIBIT C

2 INSURANCE

3 **1. Required Policies**

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

- 7 (A) **Commercial General Liability.** Commercial General Liability Insurance with limits of not less
8 than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million
9 (\$4,000,000). This policy shall be issued on a per occurrence basis. The Contractor shall obtain
10 an endorsement to this policy naming the County of Fresno, as additional insureds, but only
11 insofar as the operations under this Agreement are concerned. Such coverage for additional
12 insureds will be apply as primary insurance and any other insurance, or self insurance,
13 maintained by the County is excess only and not contribution with insurance provided under the
14 Contractor's policy.
- 15 (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million
16 Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must
17 include any auto used in connection with this Agreement.
- 18 (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the
19 State of California with statutory limits.
- 20 (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million
21 Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

22 **2. Additional Requirements**

- 23 (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any
24 time during the term of this Agreement as requested by the Contractor Risk Manager or the
25 County Administrative Office, the Contractor shall deliver, or cause its broker or producer to
26 deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California
27 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person
28 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 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.

1 (iii) The automobile liability insurance certificate must state that the policy covers any auto
2 used in connection with this Agreement.

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

6 (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement,
7 the Contractor shall provide to the County, or ensure that the policy requires the insurer to
8 provide to the County, written notice of any cancellation or change in the policy as required in
9 this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall,
10 or shall cause the insurer to, provide written notice to the County not less than 10 days in
11 advance of cancellation. For cancellation of the policy for any other reason, and for any other
12 change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to
13 the County not less than 30 days in advance of cancellation or change. The County in its sole
14 discretion may determine that the failure of the Contractor or its insurer to timely provide a
15 written notice required by this paragraph is a breach of this Agreement.

16 (D) **Contractor Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with
17 broader coverage, higher limits, or both, than what is required under this Agreement, then the
18 County requires and is entitled to the broader coverage, higher limits, or both. To that end, the
19 Contractor shall deliver, or cause its broker or producer to deliver, to the Contractor Risk
20 Manager certificates of insurance and endorsements for all of the coverages that have such
21 broader coverage, higher limits, or both, as required under this Agreement.

22 (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its
23 officers, agents, employees, and volunteers any amounts paid under the policy of worker's
24 compensation insurance required by this Agreement. The Contractor is solely responsible to
25 obtain any policy endorsement that may be necessary to accomplish that waiver, but the
26 Contractor's waiver of subrogation under this paragraph is effective whether or not the
27 Contractor obtains such an endorsement.

28 (F) **Contractor 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.

1 EXHIBIT D

2 SELF-DEALING TRANSACTION

3 **Self-Dealing Transaction Disclosure Form**

4 In order to conduct business with the County of Fresno ("County"), members of a Contractor's
5 board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a
6 party to while providing goods, performing services, or both for the County. A self-dealing transaction is
7 defined below:

8 "A self-dealing transaction means a transaction to which the corporation is a party and in which
9 one or more of its directors has a material financial interest."

10 The definition above will be used for purposes of completing this disclosure form.

11 **Instructions**

- 12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 13 (2) Enter the board member's company/agency name and address.
- 14 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County.
15 At a minimum, include a description of the following:
- 16 a. The name of the agency/company with which the corporation has the transaction; and
 - 17 b. The nature of the material financial interest in the Corporation's transaction that the
18 board member has.
- 19 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions
20 of the Corporations Code.

21 The form must be signed by the board member that is involved in the self-dealing transaction
22 described in Sections (3) and (4).

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(1) Company Board Member Information:

Name:		Date:	
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Job Title:			
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(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:	
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