

**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is dated June 18, 2024 and is between County of Fresno, a political subdivision of the State of California, ("County") and City of San Joaquin, a California municipal corporation, whose address is PO Box 758, San Joaquin, CA 93660, ("City"). County and City may be collectively referred to herein as "Parties" or in the singular as "Party."

**Recitals**

A. WHEREAS, City desires to secure law enforcement services from the County, through the Fresno County Sheriff's Office, within the limitations of this Agreement, including general law enforcement and special events services within the corporate limits of the City; and

B. WHEREAS, County agrees to render such law enforcement services within City's corporate limits, according to the terms and conditions hereinafter set forth, and City agrees to pay County the cost of performing such services at the rates and under the terms and conditions herein set forth.

The parties therefore agree as follows:

**Article 1**

**Services to be Provided by County**

A. General Law Enforcement Services: County agrees that its Sheriff's Office ("Sheriff's Office") will provide, within the limitations of this Agreement, law enforcement services consisting of one Deputy Sheriff, as set forth in Exhibit A, attached and incorporated by this reference.

B. The Sheriff's Office is and shall be designated as the Police Chief of the City at all times during the term of this Agreement. The extent to which responsibilities of the Sheriff's Office, as the Police Chief of the City, apply will be in accordance to the law or, if no applicable law, determined in the sole discretion of the Sheriff's Office. The Sheriff's Office shall and will appoint or designate a Deputy to act as a liaison with City Manager and other City officials or peace officers.

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

3 D. **Compliance with Laws.** The County shall, at its own cost, comply with all applicable  
4 federal, state, and local laws and regulations in the performance of its obligations under this  
5 Agreement, including but not limited to workers compensation, labor, and confidentiality laws  
6 and regulations.

7 **Article 2**

8 **Compensation, Invoices, and Payments**

9 A. City shall pay County the cost of performing General Law Enforcement Services and  
10 Special Event Services for each Fiscal Year of the term, as agreed upon by County and City, at  
11 the applicable rate for such services under this Agreement in Exhibit B. The maximum number  
12 of total hours of General Law Enforcement Services for the Fiscal Year outlined in Exhibit A may  
13 be changed before the beginning of the Fiscal Year, upon written approval by the Sheriff's  
14 Office on behalf of County and City no later than thirty (30) days prior to the beginning of that  
15 Fiscal Year.

16 B. **Maximum Compensation.** The maximum compensation payable to the County  
17 under this Agreement shall not exceed \$765,817. County acknowledges that the City is a local  
18 government entity, and does so with notice that the City's powers are limited by the California  
19 Constitution and by State law, and with notice that County may receive compensation under this  
20 Agreement only for services performed according to the terms of this Agreement and while this  
21 Agreement is in effect, and subject to the maximum amount payable under this section. The  
22 County further acknowledges that City employees have no authority to pay the County except  
23 as expressly provided in this Agreement.

24 C. **Invoices.** The County shall submit monthly invoices to the City, and City shall pay  
25 County within thirty (30) calendar days of receipt of any such invoice. At the expiration or  
26 termination of this Agreement, County may, in the discretion of the Fresno County Sheriff-  
27 Coroner or his designee ("Sheriff"), submit a final invoice for all amounts then unpaid, including  
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1 any remaining, unpaid portion of the 1,560 hours of General Law Enforcement Services, and  
2 City shall pay the amount of this final invoice within thirty (30) days of receipt thereof.

3 D. **Payment.** The City shall pay each correctly completed and timely submitted invoice  
4 within thirty (30) days after receipt. Any payment made more than thirty (30) days after receipt of  
5 an invoice may result in Agreement termination or service reduction, in the sole discretion of the  
6 Sheriff's Office, without any penalty or recourse against County. City shall remit payments to the  
7 County's address specified in the invoice.

8 E. **Incidental Expenses.** The County is solely responsible for all of its costs and  
9 expenses that are not specified as payable by the County under this Agreement.

### 10 **Article 3**

#### 11 **Term of Agreement**

12 A. **Term.** This Agreement is effective on July 1, 2024, and terminates on June 30, 2027,  
13 except as provided in Article 3.B, "Extension," or Article 5, "Termination and Suspension,"  
14 below.

15 B. **Extension.** The term of this Agreement may be extended for no more than two, one-  
16 year periods only upon written approval of both parties at least thirty (30) days before the first  
17 day of the next one-year extension period. The Sheriff or his or her designee is authorized to  
18 sign the written approval on behalf of the County based on the City's satisfactory performance.  
19 The extension of this Agreement by the County is not a waiver or compromise of any default or  
20 breach of this Agreement by the City existing at the time of the extension whether or not known  
21 to the County.

### 22 **Article 4**

#### 23 **Notices**

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

26 **For the County:**  
27 Sheriff's Captain  
28 Sheriff-Coroner-Public Administrator  
County of Fresno  
2200 Fresno Street

1 Fresno, CA 93721  
2 Sheriff.Payables@fresnosheriff.org  
3 Fax: 559-600-8318

4 **For the Contractor:**

5 City Manager  
6 Elizabeth Nunez  
7 City of San Joaquin  
8 P.O. Box 758  
9 San Joaquin, CA 93660  
10 elizabethn@cityofsanjoaquin.org  
11 Fax: 559-693-2193

12 B. **Change of Contact Information.** Either party may change the information in Article  
13 4.A, by giving notice as provided in Article 4.C.

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

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

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

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

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

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

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

3 **Article 5**

4 **Termination and Suspension**

5 **A. 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 thirty (30) days' advance written notice to the  
8 City, may:

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

10 (B) Terminate this Agreement.

11 **B. 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 City. The written notice  
14 may suspend performance under this Agreement, and must provide at least thirty (30)  
15 days for the City to cure the breach.

16 (B) If the City fails to cure the breach to the County's satisfaction within the time  
17 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 City 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 **C. Termination without Cause.** In circumstances other than those set forth above, the  
25 County may terminate this Agreement by giving at least thirty (30) days advance written notice  
26 to the City.

27 **D. No Penalty or Further Obligation.** Any termination of this Agreement by the County  
28 under this Article 5 is without penalty to or further obligation of the County.

1 **Article 6**

2 **Independent Contractor**

3 A. **Status.** In performance of the work, duties and obligations assumed by County  
4 under this Agreement, it is mutually understood and agreed that County, including any and all of  
5 the County's officers, agents, employees will at all times be acting and performing as an  
6 independent contractor, and shall act in an independent capacity and not as an officer, agent,  
7 servant, employee, joint venturer, partner, or associate of the City. Furthermore, City shall have  
8 no right to control or supervise or direct the manner or method by which County shall perform its  
9 work and function. However, City shall retain the right to administer this Agreement so as to  
10 verify that County is performing its obligations in accordance with the terms and conditions  
11 thereof. City and County shall comply with all applicable provisions of law and the rules and  
12 regulations, if any, of governmental authorities having jurisdiction over matters the subject  
13 thereof. The Parties shall be solely liable and responsible for providing to, or on behalf of, their  
14 employees all legally-required employee benefits. In addition, the Parties shall be solely  
15 responsible and save the other Party harmless from all matters relating to payment of each  
16 Party's employees, including compliance with Social Security withholding and all other  
17 regulations governing such matters.

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

25 C. **Benefits.** The Parties shall be solely liable and responsible for providing to, or on  
26 behalf of, their employees all legally-required employee benefits. In addition, Parties shall be  
27 solely responsible and save the other Party harmless from all matters relating to payment of  
28 each Party's employees, including Social Security withholding and all other regulations

1 governing such matters. Because of its status as an independent contractor, the Parties has no  
2 right to employment rights or benefits available to County employees.

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

5 **Article 7**

6 **Indemnity and Defense**

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

16 B. **Survival.** This Article 7 survives the termination or expiration of this Agreement.

17 **Article 8**

18 **Insurance**

19 A. The City shall comply with all the insurance requirements in Exhibit D to this  
20 Agreement.

21 **Article 9**

22 **Inspections, Audits, and Public Records**

23 A. **Inspection of Documents.** The City shall make available to the County, and the  
24 County may examine at any time during business hours and as often as the County deems  
25 necessary, all of the City's records and data with respect to the matters covered by this  
26 Agreement, excluding attorney-client privileged communications. The City shall, upon request  
27 by the County, permit the County to audit and inspect all of such records and data to ensure the  
28 City's compliance with the terms of this Agreement.

1       **B. State Audit Requirements.** If this Agreement exceeds Ten Thousand Dollars  
2 (\$10,000), the County and City shall be subject to the examination and audit of the California  
3 State Auditor, as provided in Government Code section 8546.7, for a period of three years after  
4 final payment under this Agreement. This section survives the termination of this Agreement.

5       **C. Public Records.** The County is not limited in any manner with respect to its public  
6 disclosure of this Agreement or any record or data that the City may provide to the County. The  
7 County's public disclosure of this Agreement or any record or data that the City may provide to  
8 the County may include but is not limited to the following:

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

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

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

19           (D) This Agreement, and any record or data that the City may provide to the County,  
20 is subject to public disclosure as a public record under the California Public Records Act  
21 (California Government Code, Title 1, Division 10, beginning with section 7920.000)  
22 ("CPRA").

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

27           (F) Any marking of confidentiality or restricted access upon or otherwise made with  
28 respect to any record or data that the City may provide to the County shall be

1 disregarded and have no effect on the County's right or duty to disclose to the public or  
2 governmental agency any such record or data.

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

## 24 **Article 10**

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

26 A. **Applicability.** This Article 10 applies if the City is operating as a corporation, or  
27 changes its status to operate as a corporation.  
28

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

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

7 **Article 11**

8 **General Terms**

9 A. **Modification.** Any matters of this Agreement may be modified from time to time by  
10 the written consent of all the parties without, in any way, affective the remainder. Except as  
11 provided in Article 5, "Termination and Suspension," this Agreement may not be modified, and  
12 no waiver is effective, except by written agreement signed by both parties. The City  
13 acknowledges that County employees have no authority to modify this Agreement except as  
14 expressly provided in this Agreement.

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

17 C. **Governing Law.** The laws of the State of California govern all matters arising from  
18 or related to this Agreement.

19 D. **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
20 County, California. City consents to California jurisdiction for actions arising from or related to  
21 this Agreement, and, subject to the Government Claims Act, all such actions must be brought  
22 and maintained in Fresno County.

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

27 F. **Days.** Unless otherwise specified, "days" means calendar days.  
28

1 G. **Headings.** The headings and section titles in this Agreement are for convenience  
2 only and are not part of this Agreement.

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

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

14 J. **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
15 of the City under this Agreement on any one or more occasions is not a waiver of performance  
16 of any continuing or other obligation of the City and does not prohibit enforcement by the County  
17 of any obligation on any other occasion.

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

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

28 M. **Authorized Signature.** The City represents and warrants to the County that:

1 (A) The City is duly authorized and empowered to sign and perform its obligations  
2 under this Agreement.

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

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

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

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

18 (C) The provisions of this section satisfy the requirements of Civil Code section  
19 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
20 Part 2, Title 2.5, beginning with section 1633.1).

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

25 (E) This Agreement is not conditioned upon the parties conducting the transactions  
26 under it by electronic means and either party may sign this Agreement with an original  
27 handwritten signature.  
28

1 O. **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
2 original, and all of which together constitute this Agreement.

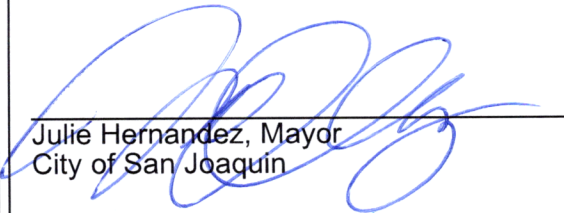
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The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF SAN JOAQUIN

COUNTY OF FRESNO

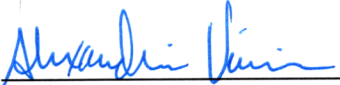
  
Julie Hernandez, Mayor  
City of San Joaquin

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

  
Legal Counsel, City of San Joaquin

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

21900 Colorado Avenue  
San Joaquin, CA 93660

By:   
Deputy

For accounting use only:

Org No.: 31113298  
Account No.: 4975  
Fund No.: 0001  
Subclass No.: 10000

## Exhibit A

City of San Joaquin

Sheriff-Coroner-Public Administrator, County of Fresno

### Scope of Services

A. General Law Enforcement Services: County agrees that its Sheriff's Office shall provide law enforcement services consisting of one Deputy Sheriff to exercise law enforcement functions within City for up to thirty (30) hours per week for fifty-two (52) weeks during each Fiscal Year of the term (from July 1, 2024 to June 30, 2025 for the first Fiscal Year, from July 1, 2025 to June 30, 2026 for the second Fiscal Year, and from July 1, 2026 to June 30, 2027 for the third Fiscal Year) charged at the "Regular" rate, as outlined in Exhibit B, unless the total number of hours is increased pursuant to Article 2, section A.

B. The exact hours of services to be provided per week shall be confirmed, in writing, as often as necessary, by the Parties, with the Fresno County's Sheriff's Office, or its designee ("Sheriff's Office), authorized to agree on behalf of the County to the amount of services to be provided per week.

C. The law enforcement services provided to the City shall be services of the type customarily provided by Sheriff within the unincorporated territories of the County and may include, as determined by the County, enforcement of ordinances of the type customarily enforced by the Sheriff's Office within the unincorporated territories of the County and additional services unique to the City, such as traffic accident investigations. Duties to be performed by the Deputy Sheriff includes Calls for Service, Self-initiated Activity, and Directed Activity. These services shall be delivered by personnel from the Sheriff's Patrol Bureau in both uniform and non-uniform assignments providing preliminary and investigative follow up to the City law enforcement functions. In addition, the Parties agree that if the Sheriff's Office determines that additional hours of General Law Enforcement Services beyond the level stated above are appropriate and the County Sheriff's Office determines County has sufficient resources to do so, the Sheriff's Office will provide additional law enforcement services. The County has and shall retain sole discretion, to be exercised by the Sheriff's Office, in deciding the manner in which

## Exhibit A

1 General Law Enforcement Services are provided, as well as the dates and times such services  
2 are provided, during the term of this Agreement.

3 D. In addition, and as part of the maximum number of hours discussed in Subsection A  
4 of this Exhibit A, the Sheriff shall provide 24-hour law enforcement dispatching/9-1-1 primary  
5 answering services to the City and may, at the sole discretion of the Sheriff, provide specialized  
6 services and functions within the City as resources permit. Such specialized services and  
7 functions may include services related to the following: Homicide, Juvenile, Narcotics, SWAT,  
8 Search and Rescue, and Explosive Ordinance Disposal.

9 E. Special Events Services: The City acknowledges, agrees, and represents that the  
10 City events that require law enforcement services that occur or take place outside of normal city  
11 operations and hours and are the result of scheduled events, are not included in the General  
12 Law Enforcement Services set forth in Subsection A of this Exhibit A, and are instead "Special  
13 Events Service(s)." The City shall notify the Sheriff's Office at least thirty (30) days in advance of  
14 the need for any such Special Events Service(s) if and when City desires County to provide law  
15 enforcement services at such a Special Event. In the event County provides Special Events  
16 Service(s), which the Sheriff's Office agrees to provide, such services will be provided as  
17 agreeable between County and City, and may include traffic accident investigation, Calls for  
18 Service, Self-initiated Activity, Directed Activity, Homicide, Juvenile, Narcotics, SWAT, Search  
19 and Rescue, and Explosive Ordinance Disposal. The Sheriff's Office, acting on behalf of  
20 County, is authorized to agree to provide some or all, to or decline to provide any, of the Special  
21 Events Service(s) requested by City. Special Events Service(s) are chargeable to City at the  
22 rates identified in Exhibit B.

23 F. The performance of General Law Enforcement Services and Special Events  
24 Services, including the standards of performance, the discipline of officers, and all other matters  
25 incident to the performance of law enforcement services and the control of law enforcement  
26 personnel, shall be the right and responsibility of County. In the case of a dispute between the  
27 Parties as to the extent, duties, or functions, to be rendered under this Agreement, or the  
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## Exhibit A

1 minimum level of manner of such performance of such services, the determination made by  
2 County, through its Sheriff's Office, shall be final and conclusive.

3 G. All contracted hours, whether General Law Enforcement Services or Special Events  
4 Services, shall be accounted for by Sheriff Communication Center computer summaries or  
5 written logs. A month report of contracted hours shall be provided to City for review.

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## Exhibit B

### Compensation

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

**General Law Enforcement Services:** The City agrees to pay the County for providing General Law Enforcement Services as follows:

- The County will provide a Deputy Sheriff, at the then-current rate (i.e. the rate listed at the time the service is provided) listed in the Master Schedules of Fees Charges, and Recovered Costs, section 2609, subdivision (a), for a Deputy Sheriff III at the "Overtime" hourly rate, per hour, per Deputy Sheriff. City acknowledges that these rates are subject to change, as discussed in this Agreement. The total amount of the General Law Enforcement Services to be provided and paid for, and the manner of invoicing, is discussed in this Agreement.
- The City will compensate the County for up to thirty (30) hours per week for fifty-two (52) weeks during each Fiscal Year.

**Special Events Services.** The City agrees to pay the County for providing Special Event Service(s) as follows:

- At the then-current rate (i.e. the rate listed at the time the service is provided) in the Master Schedule of Fees, Charges, and Recovered Codes, Section 2609, subdivision (a), the Deputy Sheriff III at the "Overtime" hourly rate, per hour, per Deputy Sheriff, and City acknowledges that these rates are subject to change, as discussed in this Agreement. Invoicing provisions are as per the invoicing provisions in this Agreement.

### Hourly Rates

## Exhibit B

- The hourly rates to be charged by the County, and subsequently paid by the City, are the rates set forth in the County's Master Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (a), for Overtime (i.e., General Law Enforcement Services and Special Events Services) rate, in place at the time the services are provided. The parties agree that if and when the Master of Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (a), is amended, changed, or revised, in any way that changes the rates being charged for the services identified in this Agreement, that the new rate will be charged by the County, and paid by the City, for any services provided pursuant to this Agreement and Exhibit A, from the date of the amendment, change, or revision, going forward. The parties further agree that if and when the Master of Schedule of Fees, Charges and Recovered Costs is amended changed, or revised, in any way that changes the rates being charged for the services identified in this Agreement and Exhibit A, replacing any contrary or conflicting rate, from the effective date of the amendment, change, or revision in the rate(s), and will become the new rate to be paid by the City to County for services provided, from the effective date of the rate change forward. The parties acknowledge that the County's Master Schedule of Fees, Charges, and Recovered Costs is subject to change.

## Exhibit C

### Self-Dealing Transaction Disclosure Form

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

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

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

#### Instructions

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

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

## Exhibit C

<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>	

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

Without limiting the County's right to obtain indemnification from the City or any third parties, City, 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 City shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the City's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the City.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the City's obligations under this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the City's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including

## Exhibit D

Security Breach response costs; (xx) regulatory fines and penalties related to the City's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

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

### 2. Additional Requirements

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

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the City has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and 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 City's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the City's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
- (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to,

## Exhibit D

alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the City.

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the City shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the City shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the City shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the City or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the City has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the City shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The City waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The City is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the City's waiver of subrogation under this paragraph is effective whether or not the City obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the City fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the City. The County may offset such charges against any amounts owed by the County to the City under this Agreement.
- (G) **Subcontractors.** The City shall require and verify that all subcontractors used by the City to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the City to provide services under this Agreement using subcontractors.