

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated November 7, 2023 and is between EMTS, Inc. dba Elite Maintenance and Tree Services, a California corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County has a need for landscape maintenance services, (including but not limited to mowing, edging, blowing, tree and/or shrub trimming, weed control, fertilization, removal of debris, and irrigation system maintenance and management) for various County locations. On June 1, 2023, the County issued Informal Request for Quotation No. 23-038 for Landscape Maintenance Services at Various County Locations, which closed on June 19, 2023.

B. One contractor, EMTS, Inc. dba Elite Maintenance and Tree Services, submitted a responsive bid to the RFQ (“Response”). The County evaluated the Contractor’s Response to the RFQ and determined the Contractor’s Response to the RFQ meets the needs of the County as set forth in the RFQ.

C. The County desires to enter into an agreement with the Contractor to perform landscape maintenance services pursuant to the terms and conditions of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.” Additional locations may be added by the County’s Facility Services Manager, or their designee at any time, based on need. The Contractor shall be able to provide service to all geographic areas of Fresno County.

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement. The Contractor represents that it possesses a current State of California Contractor’s License, Class 27- Landscaping Contractor License or another license class that covers the work to be performed.

1 The total maximum compensation includes \$2,690,136.00 for the potential addition of County
2 locations for the life of the agreement. In the event the total maximum compensation amount in
3 the Initial Term, Year 4, and/or Year 5 is not fully expended, the remaining unspent funding
4 amounts shall roll over to each subsequent term's established maximum compensation.

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

12 **3.3 Additional Locations.** The County's Director of Internal Services/Chief Information
13 Officer (ISD Director/CIO), or their designee, reserves the right at any time during the term of
14 this agreement to add or delete building locations to those listed in Exhibit A, based on the
15 additional location costs in Exhibit B. If it is determined by the ISD Director/CIO, or their
16 designee, that more than a weekly frequency is needed, additional frequency may be
17 requested.

18 **3.4 Invoices.** The Contractor shall submit a single monthly invoice itemized for each
19 location referencing the provided agreement number to the County of Fresno, Internal Services
20 Department, Attention: Business Office, 333 W. Pontiac Way, Clovis, CA 93612,
21 isdcontracts@fresnocountyca.gov. The Contractor shall submit each invoice within 60 days after
22 the month in which the Contractor performs services and in any case within 60 days after the
23 end of the term or termination of this Agreement.

24 **3.5 Payment.** The County shall pay each correctly completed and timely submitted
25 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
26 address specified in the invoice.

27 **3.6 Incidental Expenses.** The Contractor is solely responsible for all of its costs and
28 expenses that are not specified as payable by the County under this Agreement.

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on the date the Parties sign this Agreement and
4 terminates three years from the effective date (“Initial Term”), except as provided in section 4.2,
5 “Extension,” or Article 6, “Termination and Suspension,” below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
7 year periods only upon written approval of both parties at least 30 days before the first day of
8 the next one-year extension period. The ISD Director/CIO or his or her designee is authorized to
9 sign the written approval on behalf of the County based on the Contractor’s satisfactory
10 performance. The extension of this Agreement by the County is not a waiver or compromise of
11 any default or breach of this Agreement by the Contractor existing at the time of the extension
12 whether or not known to the County.

13 **Article 5**

14 **Notices**

15 5.1 **Contact Information.** The persons and their addresses having authority to give and
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**

18 Director of Internal Services/Chief Information Officer
19 County of Fresno
20 333 W. Pontiac Way
21 Clovis, CA 93612
22 isdcontracts@fresnocountyca.gov

23 **For the Contractor:**

24 Regional Operations Manager
25 EMTS, Inc. dba Elite Maintenance & Tree Service
26 2972 Larkin Avenue
27 Clovis, CA 93612
28 darins@eliteteamoffices.com
Fax:(559) 476-1780

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

5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
for or permitted under this Agreement must be in writing, state that it is a notice provided under
this Agreement, and be delivered either by personal service, by first-class United States mail, by

1 an overnight commercial courier service, or by Portable Document Format (PDF) document
2 attached to an email.

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

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

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

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

16 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
17 nothing in this Agreement establishes, waives, or modifies any claims presentation
18 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
19 of Title 1 of the Government Code, beginning with section 810).

20 **Article 6**

21 **Termination and Suspension**

22 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
23 contingent on the approval of funds by the appropriating government agency. If sufficient funds
24 are not allocated, then the County, upon at least 30 days' advance written notice to the
25 Contractor, may:

26 (A) Modify the services provided by the Contractor under this Agreement; or

27 (B) Terminate this Agreement.

28 6.2 **Termination for Breach.**

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

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

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

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

13 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
14 County may terminate this Agreement by giving at least 30 days advance written notice to the
15 Contractor.

16 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
17 under this Article 6 is without penalty to or further obligation of the County.

18 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
19 6, the County may demand repayment by the Contractor of any monies disbursed to the
20 Contractor under this Agreement that, in the County's sole judgment, were not expended in
21 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
22 demand. This section survives the termination of this Agreement.

23 **Article 7**

24 **Independent Contractor**

25 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,
26 agents, employees, and volunteers, is at all times acting and performing as an independent
27 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
28 venturer, partner, or associate of the County.

1 **7.2 Verifying Performance.** The County has no right to control, supervise, or direct the
2 manner or method of the Contractor’s performance under this Agreement, but the County may
3 verify that the Contractor is performing according to the terms of this Agreement.

4 **7.3 Benefits.** Because of its status as an independent contractor, the Contractor has no
5 right to employment rights or benefits available to County employees. The Contractor is solely
6 responsible for providing to its own employees all employee benefits required by law. The
7 Contractor shall save the County harmless from all matters relating to the payment of the
8 Contractor’s employees, including compliance with Social Security withholding and all related
9 regulations.

10 **7.4 Services to Others.** The parties acknowledge that, during the term of this
11 Agreement, the Contractor may provide services to others unrelated to the County.

12 **Article 8**

13 **Indemnity and Defense**

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

22 **8.2 Survival.** This Article 8 survives the termination of this Agreement.

23 **Article 9**

24 **Insurance**

25 **9.1** The Contractor shall comply with all the insurance requirements in Exhibit D to this
26 Agreement.

1 **Article 10**

2 **Inspections, Audits, and Public Records**

3 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
4 the County may examine at any time during business hours and as often as the County deems
5 necessary, all of the Contractor's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
7 request by the County, permit the County to audit and inspect all of such records and data to
8 ensure the Contractor's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 10.3 **Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Contractor may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Contractor may provide to the County may include but is not limited to the following:

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

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

25 (C) This Agreement, and any record or data that the Contractor may provide to the
26 County, is subject to public disclosure under the Ralph M. Brown Act (California
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
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1 (D) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure as a public record under the California Public
3 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
4 with section 7920.200) ("CPRA").

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

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

13 **10.4 Public Records Act Requests.** If the County receives a written or oral request
14 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
15 and which the County has a right, under any provision of this Agreement or applicable law, to
16 possess or control, then the County may demand, in writing, that the Contractor deliver to the
17 County, for purposes of public disclosure, the requested records that may be in the possession
18 or control of the Contractor. Within five business days after the County's demand, the
19 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
20 possession or control, together with a written statement that the Contractor, after conducting a
21 diligent search, has produced all requested records that are in the Contractor's possession or
22 control, or (b) provide to the County a written statement that the Contractor, after conducting a
23 diligent search, does not possess or control any of the requested records. The Contractor shall
24 cooperate with the County with respect to any County demand for such records. If the
25 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
26 CPRA or other applicable law, it must deliver the record or data to the County and assert the
27 exemption by citation to specific legal authority within the written statement that it provides to
28 the County under this section. The Contractor's assertion of any exemption from disclosure is

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

7 **Article 11**

8 **Disclosure of Self-Dealing Transactions**

9 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
10 or changes its status to operate as a corporation.

11 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
12 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
13 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
14 the County before commencing the transaction or immediately after.

15 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
16 a party and in which one or more of its directors, as an individual, has a material financial
17 interest.

18 **Article 12**

19 **General Terms**

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

24 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
25 under this 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
27 or related to this Agreement.

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

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

9 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

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

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

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

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

27 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between the Contractor and the County with respect to the subject matter of this Agreement,

1 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
2 publications, and understandings of any nature unless those things are expressly included in
3 this Agreement. If there is any inconsistency between the terms of this Agreement without its
4 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
5 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
6 exhibits.

7 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

15 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

2
3 EMTS, INC. dba ELITE MAINTENANCE AND
TREE SERVICES.

COUNTY OF FRESNO

4 Darin Sherlock
Darin Sherlock (Oct 5, 2023 14:40 PDT)
5 Darin Sherlock, Regional Operations Manager

6 2972 Larkin Avenue
Clovis, CA 93612

Sal Quintero
7 Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

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

10 By: Hanan
11 Deputy

12 For accounting use only:

13 Org No.: 8935
14 Account No.: 7220
Fund No.: 1045
15 Subclass No.: 10000

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Exhibit A

Scope of Services

The Contractor shall provide all labor, delivery, materials, equipment, disposal, permits, licensing, fees, taxes, and insurance, for landscape maintenance services. Landscape services shall include, but is not limited to, mowing, edging, blowing, tree and/or shrub trimming, weed control, fertilization, removal of debris, and irrigation system maintenance and management.

A.1 Landscaping services are to be provided weekly and can vary depending on each location's need. The Contractor shall provide landscaping services one time weekly to each location, ensuring that each location is well manicured, healthy, clean, and safe. The Internal Services Department, Facility Services Division may request additional frequency per location to be added, if needed.

A.2 Hours: Landscape maintenance services for all locations shall be conducted on Saturday or Sunday, between the hours of 7:00 AM - 4:30 PM.

A.3 Routine Services: The Contractor shall provide on-going maintenance weekly to each location. The service schedule shall be established upon award of agreement as described in A.2. Maintenance services shall include the following:

1. Remove all debris, trash, weeds, clippings, or other items not naturally occurring or intentionally placed in the landscape.
2. Test and inspect the entire irrigation system to ensure that it is working properly.
3. Trim and edge vegetation.
 - a. Trash, leaves, twigs, and other undesirable materials shall be removed from turf prior to mowing and shall result in a clean well defined mow pattern turf. Turf shall be edged back from paved areas, buildings, walkways, and utility fixtures to maintain a neat, attractive appearance.
 - b. Major structural pruning of trees and shrubs shall be done when plants are most dormant. Light pruning of trees and shrubs for shape, size, and clearance shall be done as necessary. All pruning cuts are to be made using sound, generally accepted

Exhibit A

1 horticultural practices. Tress are only to be trimmed or pruned if work is valued at less than
2 \$500.00 and the tree is less than 15 feet tall.

3 c. All clippings, cuttings, trimmed vegetation, or other debris
4 collected during the Contractor's maintenance operations shall become the Contractor's
5 property, removed from site, and disposed of by the Contractor.

6 4. Apply any necessary weed control products based on need and best practices
7 for application. The Contractor shall specify what types of weed control products will be used,
8 and the frequency weed control will be applied.

9 a. Weed Control shall be maintained so that all areas are reasonably weed free,
10 and no obvious weeds are left visible in all locations including adjacent parking lots, patios,
11 sidewalks, etc. Hand pulling and/or mechanical removal may also be necessary.

12 5. Apply any necessary pesticides based on need and best practices for
13 application. The Contractor shall specify what types of pesticides will be used, and the
14 frequency pesticide will be applied. The Contractor shall notify the Facility Services Manager, or
15 their designee 48 hours prior to administering any pesticides at
16 FacilityServices@fresnocountyca.gov.

17 A.4 Occasional Maintenance:

18 1. Shut down and/or adjust the irrigation system during the rainy season and restart
19 or adjust when not in rainy season.

20 a. Weekly watering days and times are to follow the location's respective City's
21 outdoor water use schedule.

22 2. Maintain/replenish mulch or gravel in areas with existing mulch or gravel. Mulch
23 and gravel are to be maintained/replenished one to two times per year based on need. The
24 County's Facility Services Manager, or their designee may request to add mulch or gravel to
25 any location.

26 3. Apply any fertilizer to vegetation, based on need and best practices for
27 application. The Contractor shall specify what types of products will be used, and the frequency
28 it will be applied.

Exhibit A

1 4. Tree trimming and pruning, as needed as long as that trimming and pruning work
2 is valued at less than \$500.00 and the tree is less than 15 feet tall. Trees are to be kept pruned
3 back to clear all roads, drives, walkways, and structures towards achieving safety for all
4 pedestrians and vehicles. Major structural pruning of trees shall be done when trees are most
5 dormant. Light pruning of trees for shape, size, and clearance shall be done as necessary.

6 A.5 Extra Services: The Contractor shall provide the following additional items, only
7 when authorized by the County in writing in advance timeframe to be determined at time of
8 request.

- 9 1. Purchase and replace any necessary replacement trees, shrub, and plants.
- 10 2. Purchase and replace any necessary replacement irrigation parts as needed.
- 11 3. Remove trees, for trees with work valued under \$500.00 and under 15 feet tall.

12 Accidental damage to existing planters, buildings, irrigation, etc. resulting from the
13 Contractor's operation shall be repaired without charge to the County. Accidental damage to
14 irrigation will be repaired within one watering period, trees, turf, shrubs, or ground cover
15 decline/demise caused by delayed repairs to irrigation system will be replaced at the
16 Contractor's cost.

17 A.6 Location: The Contractor shall provide service to all locations listed below.
18 Additional locations may be added by the County's Facility Services Manager, or their designee
19 based on need. The Contractor shall be prepared to provide service throughout the entire
20 geographic area of Fresno County if needed.

Location	Estimated Square Feet
Plaza Building 2220 Tulare St, Fresno, CA 93721	25,300
Recorder Building 1250 Van Ness Avenue, Fresno, CA 93721	1,900
Crocker Building 2135 Fresno Street, Fresno, CA 93721	2,300
Hamilton Yard (all buildings) 4551 E. Hamilton, Fresno, CA 93702	18,760

Exhibit A

1	Building 340 4468 E. Kings Canyon Road, Fresno, CA 93702	11,000
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3	Facilities Building 4590 E. Kings Canyon Road, Fresno, CA 93702	9,500

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5 A.7 Additional Locations: Additional locations and frequency may be added as
6 described in Article 3.

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Exhibit B

Compensation

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

The Contractor is to provide all labor, delivery, materials, equipment, permits, fees, taxes, and insurance etc., for landscape maintenance services. Landscape maintenance services are to be provided weekly and can vary depending on each location's need. The rates below include Prevailing and Labor Wage increases as well as potential future raw material cost increases. The County will not accept price increases during the entire length of this Agreement.

		Y1	Y2	Y3	Y4	Y5
Location	Square Footage	Monthly	Monthly	Monthly	Monthly	Monthly
Plaza	25,300	\$941.00	\$969.23	\$997.46	\$1,025.69	\$1,053.92
Recorder	1,900	\$679.00	\$699.37	\$719.74	\$740.11	\$760.48
Crocker	2,300	\$679.00	\$699.37	\$719.74	\$740.11	\$760.48
Hamilton	18,760	\$2,214.00	\$2,280.42	\$2,364.84	\$2,413.26	\$2,479.68
Bldg 340	11,000	\$966.00	\$994.98	\$1,023.96	\$1,052.94	\$1,081.92
Facilities	9,500	\$962.00	\$990.86	\$1,019.72	\$1,048.58	\$1,077.44
	Total	\$6,441.00	\$6,634.23	\$6,845.46	\$7,020.69	\$7,213.92

Extra Services:

Description	Labor Rate Per hour
Purchase and replace any necessary replacement trees*, shrub, and plants.	\$65.00
Purchase and replace any necessary replacement irrigation parts as needed	\$70.00
Tree* Removal	\$65.00

*For trees with work valued under \$500 and under 15 feet tall.

Additional locations:

Additional locations will be added based off monthly unit cost per square footage for routine services and occasional maintenance. The rates below include Prevailing and Labor

Exhibit B

1 Wage increases as well as potential future raw material cost increases. The County will not
2 accept price increases during the entire length of the Agreement.

3 Year 1- Additional locations

	Y1	Y2	Y3	Y4	Y5
Square Footage	Monthly	Monthly	Monthly	Monthly	Monthly
500	\$85.00	\$87.55	\$90.01	\$92.65	\$95.20
1,000	\$170.00	\$175.10	\$180.20	\$185.30	\$190.40
1,500	\$255.00	\$262.65	\$270.30	\$277.95	\$285.60
2,500	\$425.00	\$437.75	\$450.50	\$463.25	\$476.00
5,000	\$850.00	\$875.50	\$901.00	\$926.50	\$952.00
10,000	\$1,700.00	\$1,751.00	\$1,802.00	\$1,853.00	\$1,904.00
20,000	\$3,400.00	\$3,502.00	\$3,502.00	\$3,706.00	\$3,808.00
30,000	\$5,100.00	\$5,253.00	\$5,406.00	\$5,559.00	\$5,712.00

Exhibit C

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit C

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

Exhibit D

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

If the Contractor 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 Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th

Exhibit D

Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer

Exhibit D

to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Signature:

Email: