

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated September 6th, 2022 and is between The Economic Development Corporation Serving Fresno County, a nonprofit California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

- A. WHEREAS, CONTRACTOR is implementing a broad-based economic strategy to improve economic conditions in Fresno County;
- B. WHEREAS, COUNTY has adopted an Economic Development Strategy and the Economic Development Element of the Fresno County General Plan to create jobs, diversify the economy, and improve the skills of the workforce in Fresno County;
- C. WHEREAS, CONTRACTOR, in coordination with the COUNTY Administrative Office, is also responsible for implementing policies and programs of the Economic Development Element of the General Plan;
- D. WHEREAS, on August 9, 2011, the Board of Supervisors of the COUNTY approved assignment of COUNTY'S current economic development responsibilities to CONTRACTOR, including, but not limited to, the management of the administration of COUNTY'S Blue Ribbon Business Committee, and implementation of COUNTY'S Comprehensive Economic Development Strategy;
- E. WHEREAS, in early 2013, the Blue Ribbon Business Committee was disbanded; and, after consultation with CONTRACTOR, replaced by a newly created "Strategy Committee";
- F. WHEREAS, CONTRACTOR has provided, and will continue to provide, administration of the Strategy Committee;
- G. WHEREAS, it is recognized by COUNTY'S Board of Supervisors that reductions in unemployment and underemployment through economic development goals

1 and strategies are necessary to meet the economic and social needs of the
2 population of the COUNTY; and

3 H. WHEREAS, it is recognized by both COUNTY and CONTRACTOR that effective
4 implementation of these strategies requires a combined commitment of
5 resources from both the private and public sectors.

6 The parties therefore agree as follows:

7 **Article 1**

8 **Contractor's Services**

9 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
10 Exhibit A to this Agreement, titled "Scope of Services."

11 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
12 able to perform all of the services provided in this Agreement.

13 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
14 applicable federal, state, and local laws and regulations in the performance of its obligations
15 under this Agreement, including but not limited to workers compensation, labor, and
16 confidentiality laws and regulations.

17 **Article 2**

18 **County's Responsibilities**

19 2.1 The County shall provide a compensation amount not to exceed \$188,000 to
20 Contractor to promote and market the resources and economy of County, as provided in this
21 Agreement.

22 **Article 3**

23 **Compensation, Invoices, and Payments**

24 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
25 the performance of its services under this Agreement as described in this section. Contractor
26 shall receive quarterly compensation in an amount not to exceed forty-seven thousand dollars
27 (\$47,000), with the maximum total compensation in an amount not to exceed one hundred
28 eighty-eight thousand dollars (\$188,000) for the one-year term of this Agreement.

1 CONTRACTOR shall submit quarterly invoices electronically to the County of Fresno County
2 Administrative Office, with the quarterly activity report required in Exhibit A, Scope of Work of
3 this Agreement, within thirty (30) days after the end of each quarter.

4 3.2 In no event shall compensation paid for services performed pursuant to this
5 Agreement exceed one hundred eighty-eight thousand dollars (\$188,000) during the term of this
6 Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of
7 services under this Agreement shall be borne by CONTRACTOR.

8 3.3 **Maximum Compensation.** The maximum compensation payable to the Contractor
9 under this Agreement is one hundred eighty-eight thousand dollars (\$188,000), commencing as
10 of the Effective Date, for the one-year term of the Agreement. The Contractor acknowledges
11 that the County is a local government entity, and does so with notice that the County's powers
12 are limited by the California Constitution and by State law, and with notice that the Contractor
13 may receive compensation under this Agreement only for services performed according to the
14 terms of this Agreement and while this Agreement is in effect, and subject to the maximum
15 amount payable under this section. The Contractor further acknowledges that County
16 employees have no authority to pay the Contractor except as expressly provided in this
17 Agreement.

18 3.4 **Invoices.** The Contractor shall submit quarterly invoices to the County Administrative
19 Office, County Administrative Officer, 2281 Tulare Street, Room 304, Fresno, CA 93721. The
20 Contractor shall submit each invoice within 60 days after the month in which the Contractor
21 performs services and in any case within 60 days after the end of the term or termination of this
22 Agreement.

23 3.5 **Payment.** The County shall pay each correctly completed and timely submitted
24 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
25 address specified in the invoice.

26 3.6 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
27 expenses that are not specified as payable by the County under this Agreement.
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1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on July 1, 2022 ("Effective Date") and terminates
4 on June 30, 2023, except as provided in Article 6, "Termination and Suspension," below.

5 **Article 5**

6 **Notices**

7 5.1 **Contact Information.** The persons and their addresses having authority to give and
8 receive notices provided for or permitted under this Agreement include the following:

9 **For the County:**
10 County Administrative Officer
11 County of Fresno
12 2281 Tulare Street, Room 304
13 Fresno, CA 93721

14 **For the Contractor:**
15 Lee Ann Eager
16 The Economic Development Corporation Serving Fresno County
17 1060 Fulton Street, Fourth Floor
18 Fresno, CA 93721

19 5.2 **Change of Contact Information.** Either party may change the information in section
20 5.1 by giving notice as provided in section 5.3.

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

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

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

(C) A notice delivered by an overnight commercial courier service is effective one
County business day after deposit with the overnight commercial courier service,

1 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
2 the recipient.

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

8 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
9 nothing in this Agreement establishes, waives, or modifies any claims presentation
10 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
11 of Title 1 of the Government Code, beginning with section 810).

12 **Article 6**

13 **Termination and Suspension**

14 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
15 contingent on the approval of funds by the appropriating government agency. If sufficient funds
16 are not allocated, then the County, upon at least 30 days' advance written notice to the
17 Contractor, may:

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

19 (B) Terminate this Agreement.

20 **6.2 Termination for Breach.**

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

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

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

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

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

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

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

Article 7

Independent Contractor

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

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

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

1 Contractor's employees, including compliance with Social Security withholding and all related
2 regulations.

3 7.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Contractor may provide services to others unrelated to the County.

5 **Article 8**

6 **Indemnity and Defense**

7 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
8 County (including its officers, agents, employees, and volunteers) against all claims, demands,
9 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
10 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
11 the performance or failure to perform by the Contractor (or any of its officers, agents,
12 subcontractors, or employees) under this Agreement. The County may conduct or participate in
13 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
14 defend the County.

15 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

16 **Article 9**

17 **Insurance**

18 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
19 Agreement.

20 **Article 10**

21 **Inspections, Audits, and Public Records**

22 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
23 the County may examine at any time during business hours and as often as the County deems
24 necessary, all of the Contractor's records and data with respect to the matters covered by this
25 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
26 request by the County, permit the County to audit and inspect all of such records and data to
27 ensure the Contractor's compliance with the terms of this Agreement.

1 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement.

6 10.3 **Public Records.** The County is not limited in any manner with respect to its public
7 disclosure of this Agreement or any record or data that the Contractor may provide to the
8 County. The County's public disclosure of this Agreement or any record or data that the
9 Contractor may provide to the County may include but is not limited to the following:

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

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

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

20 (D) This Agreement, and any record or data that the Contractor may provide to the
21 County, is subject to public disclosure as a public record under the California Public
22 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
23 with section 6250) ("CPRA").

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

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

5 10.4 **Public Records Act Requests.** If the County receives a written or oral request
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
7 and which the County has a right, under any provision of this Agreement or applicable law, to
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of the Contractor. Within five business days after the County's demand, the
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
12 possession or control, together with a written statement that the Contractor, after conducting a
13 diligent search, has produced all requested records that are in the Contractor's possession or
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a
15 diligent search, does not possess or control any of the requested records. The Contractor shall
16 cooperate with the County with respect to any County demand for such records. If the
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the
19 exemption by citation to specific legal authority within the written statement that it provides to
20 the County under this section. The Contractor's assertion of any exemption from disclosure is
21 not binding on the County, but the County will give at least 10 days' advance written notice to
22 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
25 failure to produce any such records, or failure to cooperate with the County with respect to any
26 County demand for any such records.

1 **Article 11**

2 **Disclosure of Self-Dealing Transactions**

3 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
4 or changes its status to operate as a corporation.

5 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
7 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the
8 County before commencing the transaction or immediately after.

9 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
10 a party and in which one or more of its directors, as an individual, has a material financial
11 interest.

12 **Article 12**

13 **General Terms**

14 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed
16 by both parties. The Contractor acknowledges that County employees have no authority to
17 modify this Agreement except as expressly provided in this Agreement.

18 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
19 under this Agreement without the prior written consent of the other party.

20 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
21 or related to this Agreement.

22 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
23 County, California. Contractor consents to California jurisdiction for actions arising from or
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
25 brought and maintained in Fresno County.

26 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
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1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

4 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 12.8 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
10 intent.

11 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of
19 performance of any continuing or other obligation of the Contractor and does not prohibit
20 enforcement by the County of any obligation on any other occasion.

21 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
22 between the Contractor and the County with respect to the subject matter of this Agreement,
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
24 publications, and understandings of any nature unless those things are expressly included in
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
28 exhibits.

1 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
2 create any rights or obligations for any person or entity except for the parties.

3 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

9 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
10 electronic signature as provided in this section.

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

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

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

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

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

The Economic Development Corporation
Serving Fresno County

COUNTY OF FRESNO



Lee Ann Eager, President/CEO



Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

1060 Fulton Street, Fourth Floor
Fresno, CA 93721

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

By: 

Deputy

For accounting use only:

Org No.: 2540
Account No.: 7845
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

I. Performance-Based Services:

- a. CONTRACTOR shall conduct direct outreach to property owners and representatives within the proposed Fresno County Business and Industrial Campus ("Industrial Campus") area to obtain input and feedback concerning the proposed project. CONTRACTOR shall document its direct outreach provided pursuant to this Exhibit A, Section I(a), in its quarterly report to COUNTY.
- b. CONTRACTOR shall complete a preliminary infrastructure funding and financing plan for the proposed Industrial Campus.
- c. CONTRACTOR shall provide site visits to businesses interested in locating in Fresno County. CONTRACTOR shall report the number of site visits, including the name of the business (unless business expressly requests to remain anonymous), type of industry, and location in a quarterly report to COUNTY.
- d. CONTRACTOR shall provide technical assistance to businesses staying in Fresno County or expanding their operations in Fresno County. CONTRACTOR shall document technical assistance provided to businesses pursuant to this Exhibit A, Section I(d), in its quarterly report to COUNTY.
- e. CONTRACTOR shall provide COUNTY access to CONTRACTOR'S industrial inventory.
- f. CONTRACTOR shall maintain, monitor, and draft any required revisions of the COUNTY Economic Development Strategy ("Strategy") for approval by COUNTY, help COUNTY achieve the progress made towards economic development objectives of the Strategy, evaluate the progress made towards achieving the goals and targets of the Strategy at least every five years, and provide a report to the COUNTY Board of Supervisors. CONTRACTOR shall continue to work with COUNTY in implementing the Strategy in smaller cities and unincorporated areas of COUNTY, and shall administer COUNTY'S Strategy Committee.

Exhibit A

- 1 g. CONTRACTOR shall prepare and submit a grant application to the U.S.
2 Economic Development Administration to request funding for the five-year
3 County Economic Development Strategy update, scheduled for adoption in 2022.
4 Up to one hundred thousand dollars (\$100,000) of the total compensation
5 amount of this Agreement is budgeted for CONTRACTOR to utilize for preparing
6 the Economic Development Strategy or as a match funding source for Economic
7 Development Administration Economic Adjustment Assistance grant funding.
- 8 h. CONTRACTOR, in coordination with COUNTY Administrative Office, shall help
9 implement policies and programs of the Economic Development of the County
10 General Plan.

11 II. Performance Based Technical Assistance Services

12 In an effort to encourage the location of new industry within the cities and
13 unincorporated communities of COUNTY, and to retain and expand those
14 businesses currently within the COUNTY, CONTRACTOR shall provide valuable
15 technical expertise to businesses in small cities and unincorporated areas to
16 complement and supplement the COUNTY'S Economic Development resources,
17 including:

- 18 a. CONTRACTOR shall provide location packaging to businesses interested in
19 relocating to COUNTY.
- 20 b. CONTRACTOR shall help identify financing options, screen for eligible tax
21 incentive programs, and make referrals to partner agencies for additional
22 services, including, but not limited to employee recruitment, marketing, business
23 plan development, and energy efficiency assessments.
- 24 c. CONTRACTOR shall document technical assistance provided to businesses
25 pursuant to this Exhibit A, Section II, in its quarterly report to COUNTY.
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Exhibit B

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 B

(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 C

Insurance Requirements

1. Required Policies

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

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

2. Additional Requirements

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

Exhibit C

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 to deliver, to the County's Risk Manager certificates of insurance and endorsements for

Exhibit C

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.