

**TRAINING SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and each provider listed in Exhibit A, attached hereto and this reference incorporated herein, collectively hereinafter referred to as "CONTRACTORS", and any such additional Contractors as may, from time to time during the term of this Agreement, be added by COUNTY.

**WITNESSETH**

WHEREAS, COUNTY, through its Probation Department ("Probation"), has a need for training courses that are Standards & Training for Corrections ("STC") certified by the Board of State and Community Corrections (BSCC); and

WHEREAS, CONTRACTORS are able to provide STC training courses needed by COUNTY, and are willing to provide them subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

**1. SERVICES**

CONTRACTORS shall provide, on an as-needed basis as determined by the COUNTY, qualified instructors to provide STC certified training courses to Probation personnel on a variety of subject matters applicable to their duties and responsibilities. The COUNTY shall select the best qualified CONTRACTOR for each training course based on the selection criteria outlined in Section 2 hereinbelow. All trainings shall occur at Probation's designated training room located at 890 South Tenth Street in Fresno, California, unless unexpected circumstances arise causing the training site to be moved elsewhere.

**2. REQUEST FOR SERVICES**

When services are required by the COUNTY, an "e-mail" (electronic text communication) outlining the specific training curriculum needed, the date or timeframe the training will be needed and the anticipated number of trainees will be sent to all

1 CONTRACTORS with instructions explaining what is needed from CONTRACTORS to be  
2 considered for selection.

3 Selection will be based on a combination of the following factors, which, in the  
4 sole opinion of the COUNTY, offers the best value for the COUNTY:

- 5 1. Cost, which shall not exceed STC maximum;
- 6 2. Active STC certification number;
- 7 3. CONTRACTOR'S ability to meet specific curriculum requests  
8 for specific topics;
- 9 4. References and STC evaluation forms from other  
10 agencies/departments; and
- 11 5. Course audits at other agencies/departments

12 **3. TERM**

13 The term of this Agreement shall be for an initial term of three (3) years,  
14 commencing upon execution, through and including May 31, 2020. This Agreement may be  
15 extended for two (2) additional consecutive twelve (12) month periods upon written approval  
16 as follows: COUNTY's Chief Probation Officer or his/her designee, no less than 90 days prior  
17 to the expiration of the three-year term or of the first one-year extension, if applicable, shall  
18 notify, in writing, each and every CONTRACTOR then signatory to this Agreement by mail as  
19 specified in Section 16, of the COUNTY'S intention, at its sole discretion, to extend the  
20 Agreement for such one-year period. COUNTY is not required to, but may, also notify the  
21 CONTRACTOR by personal delivery or email, as set forth in Section 16. Each  
22 CONTRACTOR shall respond to the COUNTY in writing, within thirty (30) business days,  
23 regarding whether or not the CONTRACTOR agrees to the one-year extension. Each  
24 CONTRACTOR agreeing to be subject to the one-year extension shall execute any  
25 document(s) the COUNTY, in its discretion, deems necessary for the COUNTY to extend this  
26 Agreement, in a timely manner. Each CONTRACTOR that is a party to this Agreement, by  
27 signing the signature page, expressly agrees that in the event any CONTRACTOR does not  
28

wish to be subject to the extension, or does not timely respond, for whatever reason, to notice, or to a request for execution of documents, that COUNTY is and shall be free to extend this Agreement only as to those CONTRACTORS that agree to such extension in a timely manner, including being responsive to COUNTY'S notice of extension, and any request to execute document(s), and that COUNTY need not require the consent for either such contract extension by non-responsive CONTRACTORS then-signatory to this Agreement. In the event any CONTRACTOR then-signatory to this Agreement is non-responsive or fails to timely execute the document(s) required for COUNTY to process the extension, the COUNTY shall terminate the services of such CONTRACTOR (and as a result any individual employed thereby) obtained through this Agreement. COUNTY shall decide in its sole discretion whether any response (including no response) is responsive, non-responsive, timely, or untimely. So that there is no uncertainty as to which CONTRACTORS are subject to an extension of this Agreement, the Chief Probation Officer or his/her designee shall not add any additional CONTRACTORS to this Agreement, as set forth in Section 14, between 100 days prior to the end of the initial term of this Agreement, or prior to the end of the first one-year extension, and for a period of time thereafter, until after the effective date of either extension.

#### **4. TERMINATION**

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the

COUNTY;

4. Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

C. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to terminate to CONTRACTOR.

**5. COMPENSATION/INVOICING**

COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation for training services actually provided by such CONTRACTOR.

Under no circumstances shall payments made by the COUNTY to all CONTRACTORS collectively under this Agreement exceed \$115,000 annually. The maximum amount payable by the COUNTY to all CONTRACTORS collectively under this Agreement for the potential five (5) year contract term is \$575,000. It is understood that all expenses incidental to a CONTRACTOR'S performance of services under this Agreement shall be borne by such CONTRACTOR.

CONTRACTORS shall submit invoices for training costs, which shall not exceed the maximum cost set by STC per trainee per day for training courses provided to the Probation Department. Each invoice shall reference this Agreement number, be addressed to the County of Fresno Probation Department, and either mailed to the Business Office, 3333 E.

American Avenue, Suite B, Fresno, CA 93725, or electronically sent to:

[ProbationInvoices@co.fresno.ca.us](mailto:ProbationInvoices@co.fresno.ca.us).

COUNTY shall pay CONTRACTOR within forty-five (45) days after receipt and verification of CONTRACTOR'S invoices by COUNTY'S Probation Department.

## **6. INDEPENDENT CONTRACTORS**

In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

## **7. MODIFICATION**

1 Any matters of this Agreement may be modified from time to time by the written  
2 consent of all the parties without, in any way, affecting the remainder.

3 **8. NON-ASSIGNMENT**

4 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or  
5 duties under this Agreement without the prior written consent of the other party.

6 **9. HOLD HARMLESS**

7 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S  
8 request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
9 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in  
10 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or  
11 employees under this Agreement, and from any and all costs and expenses, damages, liabilities,  
12 claims, and losses occurring or resulting to any person, firm, or corporation who may be injured  
13 or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents,  
14 or employees under this Agreement.

15 **10. INSURANCE**

16 Without limiting the COUNTY's right to obtain indemnification from  
17 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full  
18 force and effect, the following insurance policies or a program of self-insurance throughout the  
19 term of the Agreement:

20 A. **Commercial General Liability**

21 Commercial General Liability Insurance with limits of not less than One Million  
22 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars  
23 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require  
24 specific coverages including completed operations, products liability, contractual liability,  
25 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed  
26 necessary because of the nature of this contract.

1                   B.   Automobile Liability

2                   Comprehensive Automobile Liability Insurance with limits for bodily injury of not  
3 less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred  
4 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty  
5 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred  
6 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used  
7 in connection with this Agreement.

8                   C.   Professional Liability

9                   If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
10 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One  
11 Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual  
12 aggregate.

13                   D.   Worker's Compensation

14                   A policy of Worker's Compensation insurance as may be required by the  
15 California Labor Code.

16                   CONTRACTOR shall obtain endorsements to the Commercial General  
17 Liability insurance naming the County of Fresno, its officers, agents, and employees,  
18 individually and collectively, as additional insured, but only insofar as the operations under this  
19 Agreement are concerned. Such coverage for additional insured shall apply as primary  
20 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,  
21 agents and employees shall be excess only and not contributing with insurance provided under  
22 CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a  
23 minimum of thirty (30) days advance written notice given to COUNTY.

24                   Within Thirty (30) days from the date CONTRACTOR signs and executes  
25 this Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as  
26 stated above for all of the foregoing policies, as required herein, to the County of Fresno,  
27 Probation Administration Division Director, Greg Reinke, 3333 E. American Ave, Suite B,  
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1 Fresno, CA 93725, stating that such insurance coverage have been obtained and are in full  
2 force; that the County of Fresno, its officers, agents and employees will not be responsible for  
3 any premiums on the policies; that such Commercial General Liability insurance names the  
4 County of Fresno, its officers, agents and employees, individually and collectively, as additional  
5 insured, but only insofar as the operations under this Agreement are concerned; that such  
6 coverage for additional insured shall apply as primary insurance and any other insurance, or  
7 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess  
8 only and not contributing with insurance provided under CONTRACTOR's policies herein; and  
9 that this insurance shall not be cancelled or changed without a minimum of thirty (30) days  
10 advance, written notice given to COUNTY.

11 In the event CONTRACTOR fails to keep in effect at all times insurance  
12 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,  
13 suspend or terminate this Agreement upon the occurrence of such event.

14 All policies shall be issued by admitted insurers licensed to do business in the  
15 State of California, and such insurance shall be purchased from companies possessing a  
16 current A.M. Best, Inc. rating of A FSC VII or better.

#### 17 **11. CONFIDENTIALITY**

18 All services performed by CONTRACTOR under this Agreement shall be in strict  
19 conformance with all applicable Federal, State of California and/or local laws and regulations  
20 relating to confidentiality.

#### 21 **12. NON-DISCRIMINATION**

22 During the performance of this Agreement CONTRACTOR shall not unlawfully  
23 discriminate against any employee or applicant for employment, or recipient of services, because  
24 of race, religion, color, national origin, ancestry, physical disability, medical condition, marital  
25 status, age or gender, pursuant to all applicable State of California and Federal statutes and  
26 regulations.

#### 27 **13. SEPARATE AGREEMENT**

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1 It is mutually understood by the parties that this Agreement does not, in any way,  
2 create a joint venture among the individual CONTRACTORS. By execution of the Agreement,  
3 CONTRACTORS understand that a separate Agreement is formed between each individual  
4 CONTRACTOR and COUNTY. Each CONTRACTOR further understands that COUNTY  
5 utilizes services of other CONTRACTORS and that no single CONTRACTOR is guaranteed  
6 any specific amount of compensation during the potential 5 year term of this Agreement.

7 **14. ADDITION OF CONTRACTORS**

8 COUNTY'S Chief Probation Officer or designee is hereby authorized to amend  
9 this Agreement on behalf of the COUNTY, at any time during the term of this Agreement,  
10 solely for the purpose of adding new contractors to those identified in Exhibit A.  
11 CONTRACTOR(S) shall provide the STC certification number(s) for training courses that  
12 CONTRACTOR(S) offer prior to being added to this Agreement. It is understood that any such  
13 additions may be made by COUNTY'S Chief Probation Officer or designee without notice to or  
14 approval of, other CONTRACTORS under this Agreement.

15 **15. AUDITS AND INSPECTIONS**

16 CONTRACTOR shall at any time during business hours, and as often as the  
17 COUNTY may deem necessary, make available to the COUNTY for examination all of its  
18 records and data with respect to the matters covered by this Agreement. The CONTRACTOR  
19 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such  
20 records and data necessary to ensure CONTRACTOR'S compliance with the terms of this  
21 Agreement.

22 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR  
23 shall be subject to the examination and audit of the Auditor General for a period of three (3)  
24 years after final payment under contract (Government Code Section 8546.7).

25 **16. NOTICES**

26 The persons and their addresses having authority to give and receive notices  
27 under this Agreement include the following:  
28

COUNTY

Chief Probation Officer  
Fresno Co. Probation Department  
3333 E. American Ave, Suite B  
Fresno, CA 93725

CONTRACTORS

SEE EXHIBIT A

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid, addressed to such party, or by electronic mail sent to CONTRACTOR at CONTRACTOR'S email address identified by the email address on Exhibit A.

**17. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

**18. GOVERNING LAW**

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

1                   **19. ENTIRE AGREEMENT**

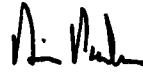
2                   This Agreement constitutes the entire agreement between the CONTRACTOR and  
3 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement  
4 negotiations, proposals, commitments, writings, advertisements, publications and understandings  
5 of any nature whatsoever unless expressly included in this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of  
2 the day and year first hereinabove written.

3  
4 **CONTRACTOR:**

**COUNTY OF FRESNO**

5  
6 See attached signature pages



Brian Pacheco  
Chairman, Board of Supervisors

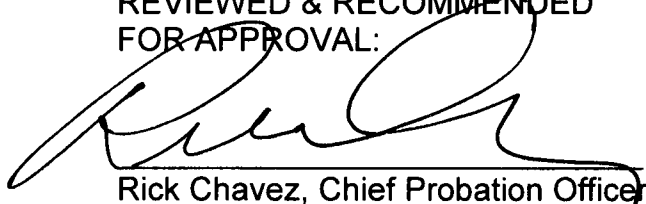
Date: 10/20/2017

ATTEST:

Bernice E. Seidel  
Clerk, Board of Supervisors

By: Rose Cuyf  
Deputy

REVIEWED & RECOMMENDED  
FOR APPROVAL:



Rick Chavez, Chief Probation Officer

APPROVED AS TO LEGAL FORM:  
Daniel C. Cederborg  
County Counsel

By: Jane T. Smith  
Deputy

FOR ACCOUNTING USE ONLY

Fund No.: 0001  
Subclass No.: 10000  
Org. No.: 34309999  
Acct. No.: 7295

APPROVED AS TO ACCOUNTING FORM:  
Oscar J. Garcia, CPA  
Auditor-Controller/Treasurer-Tax Collector

By: Oscar J. Garcia  
Deputy

1 **CONTRACTOR:**

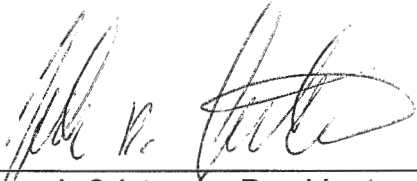
2 Autism Cop  
3 1206 Marble Court  
4 Hemet, CA 92543

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7 Brian Herritt, Owner  
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1 **CONTRACTOR:**

2 Cristando House, Inc.  
3 2402 Read Avenue  
4 Belmont, CA 94002

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7 \_\_\_\_\_  
8 Joseph Cristando, President

**CONTRACTOR:**

DPrep, Inc.  
705 East Bidwell Street, Suite 2-357  
Folsom, CA 95630

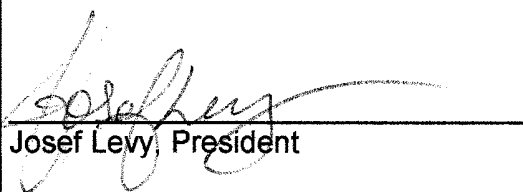


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Elmo Banning, President/CEO

1 **CONTRACTOR:**

2 Embassy Consulting Services, LLC  
3 11278 Los Alamitos Boulevard, #232  
4 Los Alamitos, CA 90720

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8 Josef Levy, President  
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**CONTRACTOR:**

JM Consulting  
5137 North Del Mar Avenue  
Fresno, CA 93704

*Mary A. Morse*  
\_\_\_\_\_  
Mary A. Morse

**Contractors for Training Services Master Agreement**

| Business Name                    | Contact Person & Title              | Phone Number   | Mailing Address                                         | E-mail Address                                                                   |
|----------------------------------|-------------------------------------|----------------|---------------------------------------------------------|----------------------------------------------------------------------------------|
| Autism Cop                       | Brian Herritt, Owner                | (951) 553-4878 | 1206 Marble Court<br>Hemet, CA 92543                    | <a href="mailto:autismcop@yahoo.com">autismcop@yahoo.com</a>                     |
| Cristando House, Inc.            | Joseph Cristando, President         | (650) 394-8578 | 2402 Read Avenue<br>Belmont, CA 94002                   | <a href="mailto:jcristando@cristandohouse.com">jcristando@cristandohouse.com</a> |
| DPrep, Inc.                      | Elmo Banning, President/CEO         | (916) 628-6770 | 705 E. Bidwell St., Ste 2-357<br>Folsom, CA 95630       | <a href="mailto:elmobanning@dprep.com">elmobanning@dprep.com</a>                 |
| Embassy Consulting Services, LLC | Josef Levy, President               | (562) 577-5874 | 11278 Los Alamitos Blvd. #232<br>Los Alamitos, CA 90720 | <a href="mailto:joe@embassycs.com">joe@embassycs.com</a>                         |
| JM Consulting                    | Mary A. Morse, Training Coordinator | (559) 706-4081 | 5137 N. Del Mar Ave.<br>Fresno, CA 93704                | <a href="mailto:maryamorse@gmail.com">maryamorse@gmail.com</a>                   |

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

|                                                                                                                         |  |              |  |
|-------------------------------------------------------------------------------------------------------------------------|--|--------------|--|
| <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> |  |