

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 11th day of December, 2018 ("Effective Date"), by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California ("COUNTY"), and CENTRAL STAR BEHAVIORAL HEALTH, INC., a California corporation, whose address is 1501 Hughes Way, Suite 150, Long Beach, CA, 90810 ("CONTRACTOR").

WITNESSETH:

WHEREAS, CONTRACTOR currently provides services to COUNTY's Department of Behavioral Health ("DBH") under Agreement No. 17-580, dated November 14, 2017 ("DBH Agreement"); and

WHEREAS, CONTRACTOR needs to install fiberoptic communication cables and connections ("fiber") from COUNTY's Huntington Hall ("Huntington Hall"), located at 435 South Boyd Avenue, Fresno, CA 93702, to COUNTY's Department of Behavioral Health ("DBH") crisis residential treatment facility ("CRU") located at 496 South Barton Avenue, Fresno, CA 93702 and connect CONTRACTOR's fiber to the COUNTY'S fiber system;

WHEREAS, COUNTY is willing to allow CONTRACTOR to install such fiber and connect CONTRACTOR'S fiber to the COUNTY'S fiber system, pursuant to the terms and conditions set forth below.

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

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR may provide fiber connection from Huntington Hall to the CRU building, including, but not limited to, providing its own fiber, installing the fiber, all installation costs associated with installing the fiber, and ensuring that all existing structures and landscaping are returned to their original condition following installation of the fiber, and at the termination of this Agreement.

B. CONTRACTOR is responsible for the entire installation of the fiber, including the installation costs, and ensuring that all existing structures, landscape, etc. are returned to their original condition.

1 C. CONTRACTOR is responsible for maintaining the fiber CONTRACTOR installs,
2 including, but not limited to, completing all appropriate repairs, replacements, and upgrades throughout
3 the term of this Agreement.

4 D. PREVAILING WAGES - In accordance with Labor Code section 1770, et seq., the
5 Director of the Department of Industrial Relations of the State of California has determined the general
6 prevailing wages rates and employer payments for health and welfare pension, vacation, travel time and
7 subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized
8 by Section 3093, and similar purposes applicable to the work to be done.

9 Information pertaining to applicable Prevailing Wage Rates may be found on the
10 website for the State of California – Department of Industrial Relations:
11 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage rates for
12 apprentices may be found on the website for the State of California – Department of Industrial Relations:
13 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

14 It shall be mandatory upon the CONTRACTOR, CONTRACTOR'S contractor, and
15 upon any subcontractor to pay not less than the prevailing wage rates, including overtime and holiday rates,
16 to all workers, laborers, or mechanics employed on this public work project, including those workers
17 employed as apprentices. Further, CONTRACTOR and each subcontractor shall comply with Labor Code
18 sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned
19 prevailing wage rates shall be posted by the CONTRACTOR at the job site where it will be available to any
20 interested party.

21 CONTRACTOR shall comply with Labor Code section 1775 and shall forfeit as a
22 penalty to COUNTY Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each
23 worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any
24 work done under this project by CONTRACTOR or by any subcontractor under CONTRACTOR in violation
25 of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage
26 rates and amount paid to each worker for each calendar day or portion thereof for which each worker was
27 paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or
28

1 subcontractor.

2 CONTRACTOR and each of their subcontractors shall keep an accurate record
3 showing the name, address, social security number, work classification, straight time and overtime hours
4 worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker,
5 or other employee employed by him or her in connection with this public work project. In accordance with
6 Labor Code section 1776, each payroll record shall be certified and verified by a written declaration under
7 penalty of perjury stating that the information within the payroll record is true and correct and that the
8 CONTRACTOR or subcontractor has complied with the requirements of Labor Code sections 1771, 1811
9 and 1815 for any work performed by its employees on this public work project. These records shall be open
10 at all reasonable hours to inspection by the COUNTY, its officers and agents, and to the representatives of
11 the State of California – Department of Industrial Relations, including but not limited to the Division of Labor
12 Standards Enforcement.

13 2. OBLIGATIONS OF THE COUNTY

14 A. COUNTY is responsible for maintaining COUNTY's fiber and access to the
15 connection points and main point of entry ("MPOE") rooms.

16 B. COUNTY shall make its best effort to fix loss of connection to CONTRACTOR's
17 fiber within two (2) business days or sixteen (16) business hours.

18 C. COUNTY will provide connection with existing single-mode optical fiber from
19 COUNTY's Huntington Hall to COUNTY's Building 319 ("Building 319"), located at 4411 East Kings
20 Canyon Road, Building No. 319, Fresno, CA 93702.

21 D. COUNTY will provide connection from CONTRACTOR's fiber to Building 319 with
22 no electronics. COUNTY will not provide any switches or devices to CONTRACTOR.

23 E. COUNTY is not responsible for the future status of COUNTY buildings or
24 properties that may be sold in the future that have fiber connected to them, or for the fiber that is
25 contained within those properties.

26 F. CONTRACTOR currently provides services to DBH under the DBH Agreement.
27 Upon termination of that agreement, the fiber will be left "as-is" on the property and CONTRACTOR
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1 shall not remove or damage fiber installed by CONTRACTOR and the fiber shall become the property of
2 the COUNTY.

3 G. COUNTY shall not provide routing, domain name system (DNS), switch
4 programming, internet access, or phone services to CONTRACTOR, unless those services are
5 specifically provided through the DBH Agreement .

6 3. TERM

7 The term of this Agreement shall align with the term set forth in the DBH Agreement. This
8 Agreement shall take effect on the Effective Date and, subject to satisfactory performance and subject to
9 State funding each year, shall continue for an additional three (3) year term with an option for two (2)
10 additional twelve (12) month periods upon the same terms and conditions herein set forth, unless written
11 notice of non-renewal is given by COUNTY or CONTRACTOR not later than sixty (60) days prior to the
12 close of the then current Agreement term. If all renewal terms are exercised, this Agreement shall terminate
13 on June 30, 2023.

14 4. TERMINATION

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

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

- 21 1) An illegal or improper use of funds;
- 22 2) A failure to comply with any term of this Agreement ;
- 23 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 24 4) Improperly performed service.

25 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
26 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
27 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
28 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any

1 funds disbursed to the CONTRACTOR under this Agreement , which in the judgment of the COUNTY were
2 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
3 any such funds upon demand.

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

7 5. COMPENSATION/INVOICING: This shall be a no-cost Agreement to the COUNTY
8 throughout the term of this Agreement. Each party shall be responsible for maintaining its own fiber.

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

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

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

27 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
28 written consent of all the parties without, in any way, affecting the remainder.

1 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor
2 their rights or duties under this Agreement without the prior written consent of the other party.

3 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
4 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
5 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
6 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
7 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
8 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
9 or corporation who may be injured or damaged by the performance, or failure to perform, of
10 CONTRACTOR, its officers, agents, or employees under this Agreement. The provisions of this Section 9
11 shall survive the termination of this Agreement.

12 10. INSURANCE

13 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
14 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
15 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
16 Joint Powers Agreement (JPA) throughout the term of the Agreement:

17 A. Commercial General Liability

18 Commercial General Liability Insurance with limits of not less than Two Million Dollars
19 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
20 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
21 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
22 liability or any other liability insurance deemed necessary because of the nature of this contract.

23 B. Automobile Liability

24 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
25 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
26 used in connection with this Agreement.

27 C. Professional Liability

28 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in

1 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
2 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

3 D. Worker's Compensation

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

6 E. Molestation

7 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars
8 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be
9 issued on a per occurrence basis.

10 Additional Requirements Relating to Insurance

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

18 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
19 employees any amounts paid by the policy of worker's compensation insurance required by this
20 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
21 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
22 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

23 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
24 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
25 foregoing policies, as required herein, to the County of Fresno, Internal Services Department, ATTN:
26 Business Office, 333 W. Pontiac Way, Clovis, CA 93612 (isdbusinessoffice@fresnocountyca.gov), stating
27 that such insurance coverage have been obtained and are in full force; that the County of Fresno, its
28 officers, agents and employees will not be responsible for any premiums on the policies; that for such

worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

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

12. NOTICES: The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY
COUNTY OF FRESNO

Internal Services Director/Chief
Information Officer
333 W. Pontiac Way
Clovis, CA 93612

CONTRACTOR
CENTRAL STAR BEHAVIORAL HEALTH,
INC.
President and CEO

1501 Hughes Way, Suite 150
Long Beach, CA 90810

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by

1 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
2 personal service is effective upon service to the recipient. A notice delivered by first-class United States
3 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
4 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
5 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
6 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
7 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
8 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
9 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
10 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
11 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
12 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
13 beginning with section 810).

14 13. TAXES - COUNTY retains full possession of the Premises and CONTRACTOR will not
15 acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement,
16 or by the exercise of the permission given herein. CONTRACTOR will make no claim to any such interest
17 and CONTRACTOR will not claim that it has or ever had an irrevocable license in the Premises. Provided
18 however, in the event it is ever determined that CONTRACTOR has a possessory interest as a result of this
19 Agreement, CONTRACTOR agrees to pay any possessory interest tax which may be levied. In this
20 respect, CONTRACTOR understands that CONTRACTOR's activities are on property owned by a tax
21 exempt public agency, that CONTRACTOR may be subject to property taxation and that CONTRACTOR
22 (the person in whom any potential possessory interest may vest) may be subject to the payment of property
23 taxes levied on any such interest.

24 14. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
25 only be in Fresno County, California.

26 The rights and obligations of the parties and all interpretation and performance of this Agreement
27 shall be governed in all respects by the laws of the State of California.

28 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

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

12 16. ENTIRE Agreement: This Agreement constitutes the entire Agreement between the
13 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
14 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
15 understanding of any nature whatsoever unless expressly included in this Agreement.

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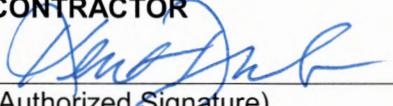
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **CONTRACTOR**

5 
6 (Authorized Signature)

7 Kent Dunlap, Pres. & CEO
8 Print Name & Title

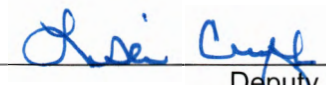
9 1501 Hughes Way, Ste. 150
10 Long Beach, CA 90810
11 Mailing Address

COUNTY OF FRESNO


Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

ATTEST:

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

12
13
14
15 By: 
16 Deputy

1 EXHIBIT A

2 SELF-DEALING TRANSACTION DISCLOSURE FORM

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

7
8 *"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more*
9 *of its directors has a material financial interest"*

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

12
13 INSTRUCTIONS

- 14 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 15 (2) Enter the board member's company/agency name and address.
- 16 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At
17 a minimum, include a description of the following:
- 18 a. The name of the agency/company with which the corporation has the transaction; and
- 19 b. The nature of the material financial interest in the Corporation's transaction that the
20 board member has.
- 21 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of
22 the Corporations Code.
- 23 (5) Form must be signed by the board member that is involved in the self-dealing transaction described
24 in Sections (3) and (4).
- 25
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(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:	