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2 **SERVICE AGREEMENT**

3 This Service Agreement ("Agreement") is dated _____ and is between
4 California Emerging Technology Fund, a California nonprofit corporation ("CETF"), and the
5 County of Fresno, a political subdivision of the State of California ("County").

6 **Recitals**

7 A. CETF was awarded a grant in December 2023 from the California Public Utilities
8 Commission's California Advanced Services Fund Adoption Account to support outreach to low-
9 income households through direct notification campaigns.

10 B. CETF partners with public agencies through the State of California for direct notification
11 campaigns to inform eligible low-income households of available affordable internet service
12 plans.

13 C. The County wishes to partner with CETF to provide direct notification of affordable
14 broadband options ("Direct Mail") to eligible households throughout the Counties of Fresno,
15 Kings, Madera, Merced, and Tulare (the "Region"), with the assistance of the County's
16 broadband consultant, Tone Consulting Group LLC ("TCG").

17 D. CETF agrees to reimburse the County for the costs of the Direct Mail services to the
18 Region.

19 The parties therefore agree as follows:

20 **Article 1**

21 **CETF's Responsibilities**

22 1.1 CETF shall provide the County with customized, branded material containing
23 information on affordable internet service offerings.

24 1.2 CETF shall assign unique county-specific interactive voice response (IVR)
25 telephone lines to CETF's "Get Connected Call Center".

26 1.3 CETF's "Get Connected Call Center" shall have staff knowledgeable of local
27 affordable internet service offerings who will assist callers with enrolling in low-cost internet
28 plans.

1.4 CETF shall provide the Region with monthly reports summarizing the effectiveness of the Direct Mail and other community outreach activities by county.

Article 2

County's Responsibilities

2.1 The County, through TCG, shall perform a beta test mailing to predetermined zip codes throughout the Region to evaluate the Direct Mail methodology prior to the full rollout, not to exceed \$25,000.

2.2 The County, through TCG, shall mail 6"x9" double-sided postcards in English and Spanish to approximately 258,402 eligible households throughout the Region.

2.3 Each county shall display CETF's broadband postcard information on their websites and as fliers in their public-facing human services offices.

Article 3

Compensation, Invoices, and Payments

3.1 CETF agrees to reimburse, and the County agrees to receive, compensation for the performance of its services under this Agreement as described in this section. TCG, on behalf of the County, shall provide Direct Mail services to eligible households throughout the Region. The table below provides a breakdown of addresses by county and associated costs for the Direct Mail services, with the cost calculated at \$0.66 per postcard.

County	No. of Addresses	Total
Fresno	77,978	\$51,465.48
Kings	24,183	\$15,960.78
Madera	28,109	\$18,551.94
Merced	53,346	\$35,208.36
Tulare	74,786	\$49,358.76
Total	258,402	\$170,545.32

3.2 **Maximum Compensation.** The maximum compensation payable to the County under this Agreement is \$180,000.00.

3.3 **Invoices.** The County shall submit monthly invoices to Jessica Woznak at jessica.woznak@cetfund.org. The County shall submit each invoice within 60 days after the month in which the County performs services and in any case within 60 days after the end of the term or termination of this Agreement.

3.4 **Payment.** CETF shall pay each correctly completed and timely submitted invoice within 45 days after receipt. CETF shall remit any payment to the County's address specified in the invoice.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on January 27, 2026 and terminates on June 30, 2026.

Article 5

Notices

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

For the County:
Director of IT/Chief Information Officer
County of Fresno
333 W. Pontiac Way
Clovis, CA 93612
ITSDAdminOffice@fresnocountyca.gov

For CETF:
Senior Vice President
California Emerging Technology Fund
2151 Salvio St, Suite 252
Concord, CA 94520
Kat.Zigmont@cetfund.org

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

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

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

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

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

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

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

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

20 **Article 6**

21 **Termination and Suspension**

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

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

26 (B) Terminate this Agreement.

27 6.2 **Termination for Breach.**

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

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

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

9 (1) Obtained or used funds illegally or improperly;

10 (2) Failed to comply with any part of this Agreement;

11 (3) Submitted a substantially incorrect or incomplete report to the County; or

12 (4) Improperly performed any of its obligations under this Agreement.

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

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

18 **Article 7**

19 **Indemnity and Defense**

20 **7.1 Indemnity.** CETF shall indemnify and hold harmless and defend the County
21 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
22 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
23 any kind to the County, CETF, or any third party that arise from or relate to the performance or
24 failure to perform by CETF (or any of its officers, agents, subcontractors, or employees) under
25 this Agreement. The County may conduct or participate in its own defense without affecting
26 CETF's obligation to indemnify and hold harmless or defend the County.

27 **7.2 Survival.** This Article 7 survives the termination of this Agreement.
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1 **Article 8**

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

3 8.1 **Inspection of Documents.** CETF shall make available to the County, and the
4 County may examine at any time during business hours and as often as the County deems
5 necessary, all of CETF's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. CETF shall, upon request by
7 the County, permit the County to audit and inspect all of such records and data to ensure
8 CETF's compliance with the terms of this Agreement.

9 8.2 **Public Records.** The County is not limited in any manner with respect to its public
10 disclosure of this Agreement or any record or data that CETF may provide to the County. The
11 County's public disclosure of this Agreement or any record or data that CETF may provide to
12 the County may include but is not limited to the following:

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

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

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

23 (D) This Agreement, and any record or data that CETF may provide to the County, is
24 subject to public disclosure as a public record under the California Public Records Act
25 (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section
26 6250) ("CPRA").

27 (E) This Agreement, and any record or data that CETF may provide to the County, is
28 subject to public disclosure as information concerning the conduct of the people's

business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

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

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

1 **Article 9**

2 **General Terms**

3 9.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. CETF acknowledges that County employees have no authority to modify this
6 Agreement except as expressly provided in this Agreement.

7 9.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 9.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 9.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. CETF consents to California jurisdiction for actions arising from or related to
13 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
14 and maintained in Fresno County.

15 9.5 **Construction.** The final form of this Agreement is the result of the parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either party.

19 9.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 9.7 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

22 9.8 **Severability.** If anything in this Agreement is found by a court of competent
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
24 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
25 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
26 intent.

27 9.9 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
28 between CETF and the County with respect to the subject matter of this Agreement, and it

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

7 9.10 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
8 create any rights or obligations for any person or entity except for the parties.

9 9.11 **Authorized Signature.** CETF represents and warrants to the County that:

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

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

15 9.12 **Electronic Signatures.** The parties agree that this Agreement may be executed by
16 electronic signature as provided in this section.

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

22 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
23 equivalent to a valid original handwritten signature of the person signing this Agreement
24 for all purposes, including but not limited to evidentiary proof in any administrative or
25 judicial proceeding, and (2) has the same force and effect as the valid original
26 handwritten signature of that person.
27
28

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

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

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

11 9.13 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

13 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CALIFORNIA EMERGING TECHNOLOGY
3 FUND

COUNTY OF FRESNO

4 

5 Sunne Wright McPeak, President and CEO

6 2151 Salvio St, Suite 252
7 Concord, CA 94520

Garry Bredefeld, Chairman 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

9 By: _____
Deputy

10 For accounting use only:

11 Org No.: 8905
12 Account No.: 7205
13 Fund No.: 1020
Subclass No.: 10000