

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated November 18, 2025 and is between County of Fresno, a political subdivision of the State of California (“County”), and the Fresno County Superintendent of Schools, a political subdivision of the State of California/a California Educational Organization, (“FCSS”).

Recitals

A. Since the 1993-1994 school year, Deputy Probation Officers (“DPOs”) have been paired with Police Officers on Police/Probation Teams to work with school staff on maintaining campus safety, in addition to supervising students on probation, monitoring school attendance, serving as liaison between school and the courts, and screening students for various programs.

B. The Fresno County Board of Education established and maintains a Community School Program pursuant to the provisions of the California Education Code, commencing with Section 1980, which program operates in part under the name of the Violet Heintz Education Academy (“VHEA”).

C. The students attending VHEA are court wards on probation who were referred to the VHEA by the Court or a Probation Officer.

D. For the last twenty-five years, the County was unable to fund sufficient DPO positions for the purpose of assignments to oversee students attending VHEA. FCSS provided partial funding to cover the costs of providing such services.

E. FCSS wishes to continue to receive services from Fresno County Probation Department (“Probation”) for students attending the VHEA, and is willing to provide partial funding for that purpose.

F. County is able to fund the remaining costs for one (1) DPO with Juvenile Justice Crime Prevention Act (“JJCPA”) funds.

The parties therefore agree as follows:

1 **Article 1**

2 **County's Responsibilities**

3 1.1 **General Probation Services.** County shall assign one (1) DPO to be responsible for
4 ordinary probation services on a full-time basis at the VHEA, as determined by mutual written
5 agreement of FCSS and County's Chief Probation Officer, while this Agreement is in effect and
6 in force.

7 The performance of general probation services, including the standards of performance, the
8 discipline of officers, and all other matters incident to the performance of probation services and
9 the control of probation personnel shall be the right and responsibility of County. In the case of
10 dispute between the parties as to the extent or duties to be rendered under this Agreement, of
11 the minimum level or manner of such performance of such services, the determination made by
12 the County, through County's Chief Probation Officer, or designee, shall be final and conclusive.

13 1.2 **Scope of Services.** The County shall perform all of the services provided in Exhibit
14 A to this Agreement, titled "Scope of Services."

15 1.3 **Meetings.** County shall make every effort to provide a DPO to attend and participate
16 in School Attendance Review Board ("SARB") proceedings.

17 1.4 **Representation.** The County represents that it is qualified, ready, willing, and able to
18 perform all of the services provided in this Agreement.

19 1.5 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable
20 federal, state, and local laws and regulations in the performance of its obligations under this
21 Agreement, including but not limited to workers compensation, labor, and confidentiality laws
22 and regulations.

23 **Article 2**

24 **FCSS's Responsibilities**

25 2.1 FCSS shall compensate and remit payment to County as provided in Article 3.
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1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 FCSS agrees to pay, and the County agrees to receive, compensation for the
4 performance of its services under this Agreement as described in this section. If the Agreement
5 is extended beyond the first year, compensation shall increase by four percent (4%) for each
6 subsequent year, for general operating cost increases, including salaries and benefits. For the
7 first year of this Agreement, FCSS shall compensate County in the amount of Thirty-Nine
8 Thousand Dollars (\$39,000), in four (4) payments of Nine Thousand Seven Hundred Fifty
9 Dollars (\$9,750), paid on or about the dates of the 1st of the month following agreement
10 execution, January 1, March 1 and June 1. If extended for the second year of this Agreement,
11 FCSS shall compensate County in the amount of Forty Thousand, Five Hundred Sixty Dollars
12 (\$40,560), in four (4) payments of Ten Thousand, One Hundred Forty Dollars (\$10,140), paid on
13 or about the dates of October 1, January 1, March 1 and June 1. If extended for the third year of
14 this Agreement, FCSS shall compensate County in the amount of Forty-Two Thousand, One
15 Hundred Eighty-Three Dollars (\$42,183), in four (4) payments of Ten Thousand, Five Hundred
16 Forty-Five and 75/100 Dollars (\$10,545.75), paid on or about the dates of October 1, January 1,
17 March 1 and June 1.

18 3.2 **Maximum Compensation.** In no event shall the maximum compensation amount
19 payable to County under this Agreement if extended for the two (2) additional years under
20 Section 4.2 exceed One Hundred Twenty-One Thousand, Seven Hundred Forty-Three Dollars
21 (\$121,743). FCSS acknowledges that the County is a local government entity, and does so with
22 notice that the County's powers are limited by the California Constitution and by State law.

23 3.3 **Invoices.** County shall submit quarterly invoices to FCSS addressed to:
24 Superintendent/Chief Business Officer, 1111 Van Ness Avenue, Fresno, CA 93721. County
25 shall submit each invoice within 30 days after the quarter in which County performs services
26 and in any case within 30 days after the end of the term or termination of this Agreement.
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1 If there are any periods during the term of this Agreement in which services are not
2 provided, FCSS will not receive an invoice for these specified periods of time, upon mutual
3 written agreement of FCSS and County's Chief Probation Officer or designee.

4 3.4 **Payment.** FCSS shall pay each correctly completed and timely submitted invoice
5 within 45 days after receipt. FCSS shall remit any payment to the County's address specified in
6 the invoice.

7 3.5 **Incidental Expenses.** The County is solely responsible for all of its costs and
8 expenses that are not specified as payable by the FCSS under this Agreement.

9 **Article 4**

10 **Term of Agreement**

11 4.1 **Term.** This Agreement is retroactively effective on July 1, 2025, and terminates on
12 June 30, 2026 except as provided in section 4.2, "Extension," or Article 6, "Termination and
13 Suspension," below.

14 4.2 **Extension.** The term of this Agreement may be extended for no more than two (2),
15 one-year periods only upon written approval of both parties at least 30 days before the first day
16 of the next one-year extension period. The County's Chief Probation Officer, or designee, is
17 authorized to sign the written approval on behalf of the County. The extension of this Agreement
18 by the County and FCSS is not a waiver or compromise of any default or breach of this
19 Agreement by the FCSS existing at the time of the extension whether or not known to the
20 County.

21 **Article 5**

22 **Notices**

23 5.1 **Contact Information.** The persons and their addresses having authority to give and
24 receive notices provided for or permitted under this Agreement include the following:

25 **For the County:**
26 Chief Probation Officer
27 County of Fresno
28 Probation Department
3333 E. American Ave, Suite B
Fresno, CA 93725
ProbationContracts@fresncountyca.gov

1 **For the Contractor:**
2 Superintendent
3 Fresno County Superintendent of Schools
4 1111 Van Ness Avenue
5 Fresno, CA 93721
6 [email address]

7 5.2 **Change of Contact Information.** Either party may change the information in section
8 5.1 by giving notice as provided in section 5.3.

9 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
10 for or permitted under this Agreement must be in writing, state that it is a notice provided under
11 this Agreement, and be delivered either by personal service, by first-class United States mail, by
12 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
13 Document Format (PDF) document attached to an email.

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

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

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

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

27 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
28 nothing in this Agreement establishes, waives, or modifies any claims presentation
requirements or procedures provided by law, including the Government Claims Act (Division 3.6
of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then the County, upon at least 30 days' advance written notice to the FCSS,
6 may:

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

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

10 (A) Upon determining that a breach (as defined in paragraph (C) below) has
11 occurred, either the County or FCSS may give written notice of the breach to the other
12 party. The written notice may suspend performance under this Agreement, and must
13 provide at least 30 days for the other party to cure the breach.

14 (B) If the County or FCSS fails to cure the breach to the other party's satisfaction
15 within the time stated in the written notice, the County or FCSS may terminate this
16 Agreement immediately.

17 (C) For purposes of this section, a breach occurs when the County or FCSS has:

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

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

20 (3) Submitted a substantially incorrect or incomplete report or

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

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the
23 County or FCSS may terminate this Agreement by giving at least 30 days advance written
24 notice to the other party.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
26 under this Article 6 is without penalty to or further obligation of the County or FCSS.

1 **Article 7**

2 **Independent Contractor**

3 7.1 **Status.** In performance of the work, duties, and obligations assumed by County
4 under this Agreement, it is mutually understood and agreed that County, including any and all of
5 the County's officers, agents, employees, and volunteers, will at all times be acting and
6 performing as an independent contractor, and shall act in an independent capacity, and not as
7 an officer, agent, servant, employee, joint venturer, partner, or associate of FCSS. However,
8 FCSS shall retain the right to administer this Agreement so as to verify that County is
9 performing its obligation in accordance with the terms and conditions thereof.

10 7.2 **Verifying Performance.** FCSS shall have no right to control, supervise, or direct the
11 manner or method of the County's performance under this Agreement, but FCSS may verify that
12 the County is performing according to the terms of this Agreement. FCSS and County shall
13 comply with all applicable provisions of law and the rules and regulations, if any, of
14 governmental authorities having justification over matters on the subject thereof.

15 7.3 **Benefits.** The parties shall be solely liable and responsible for providing to, or on
16 behalf of, their employees all legally-required employee benefits. In addition, parties shall be
17 solely responsible and save the other party harmless from all matters relating to the payment of
18 each party's employees, including compliance with Social Security withholding and all related
19 regulations. Because if its status as an independent contractor, the County has no right to
20 employment rights or benefits available to FCSS employees.

21 7.4 **Services to Others.** The parties acknowledge that, during the term of this
22 Agreement, the County may provide services to others unrelated to FCSS.

23 **Article 8**

24 **Indemnity and Defense**

25 8.1 **Indemnity.** FCSS shall indemnify and hold harmless, and at County's request,
26 defend the County (including its officers, agents, employees, and volunteers) against all claims,
27 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
28 penalties, and liabilities of any kind to the County, FCSS, or any third party that arise from or

1 relate to the performance or failure to perform by FCSS (or any of its officers, agents,
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in
3 its own defense without affecting the FCSS's obligation to indemnify and hold harmless or
4 defend the County.

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

12 In the event of concurrent negligence on the part of County or any of its officers,
13 agents or employees, and FCSS or any of its officers, agents, or employees, the liability for any
14 and all such claims, demands and actions in law or equity for such losses, fines, penalties,
15 forfeiture, costs and damages shall be apportioned under the State of California's theory of
16 comparative negligence as presently established or as may be modified thereafter.

17 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

18 **Article 9**

19 **Insurance**

20 9.1 FCSS and County shall comply with all the insurance requirements in Exhibit B to
21 this Agreement.

22 **Article 10**

23 **Inspections, Audits, and Public Records**

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

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

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

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

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

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

21 (D) This Agreement, and any record or data that FCSS may provide to the County, is
22 subject to public disclosure as a public record under the California Public Records Act
23 (California Government Code, Title 1, Division 10, beginning with section 7920.000)
24 ("CPRA").

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

1 (F) Any marking of confidentiality or restricted access upon or otherwise made with
2 respect to any record or data that FCSS may provide to the County shall be disregarded
3 and have no effect on the County's right or duty to disclose to the public or governmental
4 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 FCSS's possession or control, and
7 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 FCSS deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of the FCSS. Within five business days after the County's demand, FCSS shall (a)
11 deliver to the County all of the requested records that are in FCSS's possession or control,
12 together with a written statement that FCSS, after conducting a diligent search, has produced all
13 requested records that are in the FCSS's possession or control, or (b) provide to the County a
14 written statement that FCSS, after conducting a diligent search, does not possess or control any
15 of the requested records. FCSS shall cooperate with the County with respect to any County
16 demand for such records. If FCSS wishes to assert that any specific record or data is exempt
17 from disclosure under the CPRA or other applicable law, it must deliver the record or data to the
18 County and assert the exemption by citation to specific legal authority within the written
19 statement that it provides to the County under this section. FCSS's assertion of any exemption
20 from disclosure is not binding on the County, but the County will give at least ten (10) days'
21 advance written notice to FCSS before disclosing any record subject to the FCSS's assertion of
22 exemption from disclosure. FCSS shall indemnify the County for any court-ordered award of
23 costs or attorney's fees under the CPRA that results from the FCSS's delay, claim of exemption,
24 failure to produce any such records, or failure to cooperate with the County with respect to any
25 County demand for any such records.

1 **Article 11**

2 **Disclosure of Self-Dealing Transactions**

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

5 11.2 **Duty to Disclose.** If any member of FCSS's board of directors is party to a self-
6 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-
7 Dealing Transaction Disclosure Form" (Exhibit C 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. FCSS acknowledges that County employees have no authority to modify this
17 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. FCSS consents to California jurisdiction for actions arising from or related to
24 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
25 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, FCSS shall not
12 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 FSCC and does not prohibit enforcement
20 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 FCSS and the County with respect to the subject matter of this Agreement, and it
23 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.** FCSS represents and warrants to the County that:

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

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

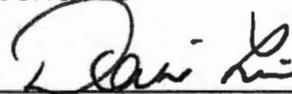
12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

FRESNO COUNTY SUPERINTENDENT OF COUNTY OF FRESNO
SCHOOLS


Dr. Michele Cantwell-Copher, Superintendent


Ernest Buddy Merdes, Chairman of the Board of Supervisors of the County of Fresno

1111 Van Ness Avenue
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.: 34300515
Account No.: 4895
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

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2 I. **Service Description.** The DPO works under the direct supervision of Probation. The duties
3 of the assigned DPO shall be, but are not limited to, the following:

- 4 1. Provide supervision of students on formal and informal probation who are attending
5 the VHEA, as determined by mutual written agreement of FCSS and County's Chief
6 Probation Officer.
- 7 2. Operate in conjunction with an officer of the Fresno Police Department, as a
8 Police/Probation Team that provides investigation and intervention services
9 concerning students involved in delinquent activity on the VHEA.
- 10 3. Impose and monitor programs of informal probation and other dispositional options
11 for students attending the high school campuses who commit crimes off campus and
12 who are referred to the high school's Police/Probation Team for intake services by
13 the Probation Department Intake Unit.
- 14 4. Work closely with school administrators and faculty to ensure school attendance of
15 students on supervision attending the VHEA.
- 16 5. Develop school-based intervention options and other forms of community service,
17 designed to hold students on supervision attending the VHEA accountable for
18 misconduct, and to prevent further entry into the juvenile justice system.
- 19 6. Attend regular interagency meetings of the participating agencies.
- 20 7. Assist in the cooperative effort of Probation, police, and the VHEA to closely monitor
21 and supervise juvenile probationers attending the high school campuses, and help
22 develop and operate a spectrum of intervention and diversion programs designed to
23 improve behavior in the community, home and school.

24 II. **Service Locations.** One DPO shall be assigned to the VHEA site. Site(s) may be modified
25 through mutual agreement between FCSS and County's Chief Probation Officer.

26 III. **Hours of Operation.** DPO shall be available Monday through Friday from 8 AM to 5 PM to
27 provide services during normal school hours. Probation shall ensure appropriate notification
28 is given to FSCC if assigned DPO is not available due to leave or mandatory Probation

Exhibit A

1 training. DPO participation in special events occurring after school hours at the request of
2 FCSS shall be reviewed and approved by the DPO's Supervisor.

3 **IV. Data Collection and Outcomes Measurement.** FCSS and County shall work
4 collaboratively together to develop and implement data collection and outcome
5 measurements, and may adjust such data and outcomes periodically throughout the
6 duration of the Agreement, as needed, to best measure the effectiveness of the services as
7 determined by FCSS and County.

Exhibit B

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the FCSS or any third parties, FCSS, 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. FCSS 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 FCSS'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) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If FCSS is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the FCSS 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 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 FCSS has waived its right to recover from the County, its officers, agents, employees,

Exhibit B

1 and volunteers any amounts paid under any insurance policy required by this
2 Agreement and that waiver does not invalidate the insurance policy.

3 (ii) The commercial general liability insurance certificate must also state, and include
4 an endorsement, that the County of Fresno, its officers, agents, employees, and
5 volunteers, individually and collectively, are additional insureds insofar as the
6 operations under this Agreement are concerned. The commercial general liability
7 insurance certificate must also state that the coverage shall apply as primary
8 insurance and any other insurance, or self-insurance, maintained by the County
9 shall be excess only and not contributing with insurance provided under the
10 FCSS's policy.

11 (iii) The automobile liability insurance certificate must state that the policy covers any
12 auto used in connection with this Agreement.

13 (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be
14 issued by admitted insurers licensed to do business in the State of California and
15 possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no
16 less than A: VII.

17 (C) **Notice of Cancellation or Change.** For each insurance policy required under this
18 Agreement, FCSS shall provide to the County, or ensure that the policy requires the
19 insurer to provide to the County, written notice of any cancellation or change in the policy
20 as required in this paragraph. For cancellation of the policy for nonpayment of premium,
21 FCSS shall, or shall cause the insurer to, provide written notice to the County not less
22 than 10 days in advance of cancellation. For cancellation of the policy for any other
23 reason, and for any other change to the policy, FCSS shall, or shall cause the insurer to,
24 provide written notice to the County not less than 30 days in advance of cancellation or
25 change. The County in its sole discretion may determine that the failure of FCSS or its
26 insurer to timely provide a written notice required by this paragraph is a breach of this
27 Agreement.

28 (D) **County's Entitlement to Greater Coverage.** If FCSS 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, FCSS shall deliver, or cause its broker or producer to deliver, to the
County's Risk Manager certificates of insurance and endorsements for all of the
coverages that have such broader coverage, higher limits, or both, as required under
this Agreement.

(E) **Waiver of Subrogation.** FCSS 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. FCSS is solely responsible to
obtain any policy endorsement that may be necessary to accomplish that waiver, but
FCSS's waiver of subrogation under this paragraph is effective whether or not FCSS
obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If FCSS 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

Exhibit B

1 the occurrence of that failure, or purchase such insurance coverage, and charge the cost
2 of that coverage to FCSS. The County may offset such charges against any amounts
3 owed by the County to FCSS under this Agreement.

4 (G) **Subcontractors.** FCSS shall require and verify that all subcontractors used by FCSS to
5 provide services under this Agreement maintain insurance meeting all insurance
6 requirements provided in this Agreement. This paragraph does not authorize FCSS to
7 provide services under this Agreement using subcontractors.
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Exhibit C

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit C

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