

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated November 18, 2025 and is between Lexipol, LLC, a Delaware limited liability company (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County needs ongoing probation and juvenile policy manuals and daily training bulletin services for Probation Department (“Department”) personnel.

B. The Contractor has provided policy manual management and daily training bulletin services to the County since 2018 and continues to do so through the Lexipol Knowledge Management System (KMS). The County now desires to enter into a new agreement with the Contractor to continue to provide policy manual management and daily training bulletin services through KMS, which is a web-based delivery platform and mobile application used to distribute policies and training bulletins to staff.

C. The Contractor is qualified and willing to continue providing the services described in this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

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

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

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

Article 2

County's Responsibilities

2.1 County shall maintain the confidentiality of County's password and account. County agrees to notify Lexipol immediately of any unauthorized use of County's account or breach of security.

2.2 County shall ensure that County's username and password are for County's sole use and County shall not share, distribute, sell or otherwise transfer its password or username to other individuals.

2.3 County shall ensure that administrator passwords permitting access to Lexipol Forum pages, Release Notes, and guide sheets are for use of County Administrator, and may not be used by any other user.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit B to this Agreement, titled "Compensation."

3.2 Maximum Compensation. The maximum annual compensation payable to the Contractor in the first year of this Agreement is \$70,756.03. The maximum annual compensation payable to the Contractor in the second year of this Agreement is \$74,293.83. The maximum annual compensation payable to the Contractor in the third year of this Agreement is \$78,008.54. The maximum compensation payable to the Contractor for the initial three-year term of this Agreement is \$223,058.40. The maximum annual compensation payable to the Contractor in the first one-year extension period is \$81,908.98. The maximum annual compensation payable to the Contractor in the second one-year extension period is \$86,004.51. The maximum compensation payable to the Contractor for the total potential five-year term of this Agreement is \$390,971.89. The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services

performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3 Invoices. The Contractor shall submit yearly invoices by e-mail to: probationinvoices@fresnocountyca.gov. The Contractor shall submit each invoice within 45 days preceding the contract year in which the Contractor performs services and in any case within 45 days after the end of the term or termination of this Agreement.

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

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

Article 4

Term of Agreement

4.1 Term. This Agreement is retroactively effective on November 1, 2025 and terminates on October 31, 2028, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Chief Probation Officer or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

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:

Chief Probation Officer
County of Fresno
3333 E. American Ave.
Bldg. 701, Ste. B
Fresno, CA, 93725
E-mail: probationcontracts@fresnocountyca.gov

For the Contractor:

Chief Financial Officer; Vice President – General Counsel
Lexipol, LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas, 75034
Email: compliance@lexipol.com

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

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

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

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

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

5.4 Claims Presentation. For all claims arising from or related to this Agreement, 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).

Article 6

Termination and Suspension

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

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

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

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

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

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;

- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** In circumstances other than those set forth above, the

County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

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

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

Article 7

Independent Contractor

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

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

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

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

Article 8

Indemnity and Defense

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

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

Article 9

Insurance

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

Article 10

Inspections, Audits, and Public Records

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

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

1 10.3 **Public Records.** The County is not limited in any manner with respect to its public
2 disclosure of this Agreement or any record or data that the Contractor may provide to the County.
3 The County's public disclosure of this Agreement or any record or data that the Contractor may
4 provide to the County may include but is not limited to the following:

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

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

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

14 (D) This Agreement, and any record or data that the Contractor may provide to the
15 County, is subject to public disclosure as a public record under the California Public
16 Records Act (California Government Code, Title 1, Division 10, beginning with section
17 7920.000) ("CPRA").

18 (E) This Agreement, and any record or data that the Contractor may provide to the
19 County, is subject to public disclosure as information concerning the conduct of the
20 people's business of the State of California under California Constitution, Article 1, section
21 3, subdivision (b).

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

26 10.4 **Public Records Act Requests.** If the County receives a written or oral request under
27 the CPRA to publicly disclose any record that is in the Contractor's possession or control, and
28 which the County has a right, under any provision of this Agreement or applicable law, to possess

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

Article 11

Disclosure of Self-Dealing Transactions

21 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation, or
22 changes its status to operate as a corporation.

23 **11.2 Duty to Disclose.** If any member of the Contractor's board of directors is party to a
24 self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-
25 Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the
26 County before commencing the transaction or immediately after.

27 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
28 a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

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

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

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

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

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

12.6 **Days.** Unless otherwise specified, “days” means calendar days.

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

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

12.9 Nondiscrimination. During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

1 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
2 all applicable State of California and federal statutes and regulation.

3 **12.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
4 of the Contractor under this Agreement on any one or more occasions is not a waiver of
5 performance of any continuing or other obligation of the Contractor and does not prohibit
6 enforcement by the County of any obligation on any other occasion.

7 **12.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
8 between the Contractor and the County with respect to the subject matter of this Agreement, and
9 it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
10 publications, and understandings of any nature unless those things are expressly included in this
11 Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits
12 and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to
13 the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

14 **12.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to create
15 any rights or obligations for any person or entity except for the parties.

16 **12.13 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

22 **12.14 Electronic Signatures.** The parties agree that this Agreement may be executed by
23 electronic signature as provided in this section.

24 (A) An “electronic signature” means any symbol or process intended by an individual
25 signing this Agreement to represent their signature, including but not limited to (1) a digital
26 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
27 scanned and transmitted (for example by PDF document) version of an original
28 handwritten signature.

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

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

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

(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.

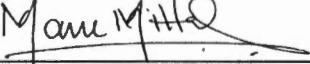
12.15 Counterparts. This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

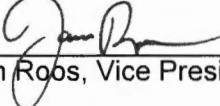
1 The parties are signing this Agreement on the date stated in the introductory clause.

2 LEXIPOL, LLC

3

4 
5 Manu Mittal, Chief Financial Officer

6 2611 Internet Blvd., Ste. 120
7 Frisco, Texas, 75034

8 
9 Jan Robs, Vice President - General Counsel

10 2611 Internet Blvd., Ste. 120
11 Frisco, Texas, 75034

12 COUNTY OF FRESNO

13 

14 Ernest Buddy Mendes, Chairman of the Board
15 of Supervisors of the County of Fresno

16 **Attest:**

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

20 By: 
21 Deputy

22 For accounting use only:

23 Org No.: 34309999
24 Account No.: 7295
25 Fund No.: 0001
26 Subclass No.: 10000

Exhibit A

1 Scope of Services

2 **3 Policy Manual**

4 Contractor will provide access to constitutionally sound, up-to-date policy templates, which will
5 help to promote consistent public safety operations, reduce risk, and enhance personnel and
6 community safety.

- 7 • More than 155 policies researched and written by public safety attorneys and subject
8 matter experts
- 9 • Policies based on State and federal laws and regulations, as well as nationwide best
10 practices
- 11 • Content customized to reflect the Department's terminology and structure

12 **Daily Training Bulletins (DTBs)**

13 The Daily Training Bulletins are designed to help Department staff learn and apply policy content
14 through 2-minute training exercises.

- 15 • Scenario-based training ties policy to real-world applications
- 16 • Understanding and retention of policy content is improved via a singular focus on one
17 distinct aspect of the policy
- 18 • Each Daily Training Bulletin concludes with a question ("test") that confirms the user
19 understood the training objective
- 20 • Daily Training Bulletins can be completed via computers or from smartphones, tablets
21 or other mobile devices
- 22 • Reports show completion of Daily Training Bulletins by member and topic

23 **Policy Updates**

24 The Contractor's legal and content development teams continuously review state and federal laws
25 and regulations, court decisions and evolving best practices. When needed, the Contractor will
26 create new and updated policies and provide them to the Department, making it simple and
27 efficient to keep Department policy content up to date.

- 28 • Updates delivered through Lexipol's web-based content delivery platform

Exhibit A

- 1 • Changes presented in side-by-side comparison against existing policy to easily identify
2 modifications/improvements
- 3 • Department can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

5 Lexipol's online content delivery platform, called Knowledge Management System (KMS),
6 provides secure storage and easy access to policy and training content. The KMS mobile app
7 facilitates staff use of policies and training completion.

- 8 • Ability to edit and customize content to reflect the Department's mission and
9 philosophy
- 10 • Efficient distribution of policies, updates and training to staff
- 11 • Archival and easy retrieval of all versions of the Department's policy manual
- 12 • Mobile app provides in-the-field access to policy and training materials

Reports

14 Lexipol's KMS provides intuitive reporting capabilities and easy-to-read reports that enhance
15 command staff meetings and strategic planning.

- 16 • Track and report when Department personnel have acknowledged policies and policy
17 updates
- 18 • Produce reports showing completion of Daily Training Bulletins
- 19 • Sort reports by member, topic and other subgroups (e.g., shift, assignment)
- 20 • Reduce the time Department supervisors spend verifying policy acknowledgement
21 and training completion

Supplemental Publication Service

23 Lexipol's Supplemental Publication Service (SPS) streamlines the storage of the Department's
24 content, providing one place to access procedures, guidelines, general orders, training guides or
25 secondary policy manuals.

- 26 • Electronically links department-specific procedural or supplemental content to the
27 Department's policy manual

Exhibit A

- 1 • Provides electronic issuance and tracking for the Department's procedural or
- 2 supplemental content
- 3 • Allows the Department to create Daily Training Bulletins against procedural content
- 4 • Designed for standard operating guidelines, procedures, general orders or field guides

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Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

Compensation for Services: 11/1/2025-10/31/2030 (3 Yr Base + 2 Optional 1-Yr Extensions)						
Qty	Description	Year 1	Year 2	Year 3	Year 4	Year 5
1	Annual Juvenile Detention Supplemental Manual(s)	\$2,635.58	\$2,767.36	\$2,905.73	\$3,051.02	\$3,203.57
1	Annual Juvenile Detention Policy Manual & Daily Training Bulletins	\$36,065.65	\$37,868.93	\$39,762.38	\$34,455.23	\$36,177.99
1	Annual Probation Policy Manual & Daily Training Bulletins	\$29,763.71	\$31,251.90	\$32,814.50	\$41,750.50	\$43,838.03
1	Annual Probation Supplemental Manual(s)	\$2,291.09	\$2,405.64	\$2,525.93	\$2,652.23	\$2,784.92
Yearly Totals		\$70,756.03	\$74,293.83	\$78,008.54	\$81,908.98	\$86,004.51
3-Yr Max		\$223,058.40				
5-Yr Max		\$390,971.89				

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:	

Exhibit D

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs;

Exhibit D

(ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit D

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

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

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.