

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated \_\_\_\_\_ and is between  
3 Mabry, Inc. doing business as Dynamic Legal Services, a California corporation (“Contractor”),  
4 and the County of Fresno, a political subdivision of the State of California (“County”).

5 **Recitals**

6 A. The County, through its Department of Child Support Services, Department of Social  
7 Services, County Counsel, and Probation Department, has a need to serve various legal  
8 documents related to judicial process, including but not limited to, the service of Summons and  
9 Complaints, Orders to Show Cause, Orders of Examination, court orders, and notices  
10 (collectively “service of process” or “process serving”).

11 B. The County issued Request for Quotation (RFQ) No. 25-028, issued on December 12,  
12 2024, and Addendum Number One (1), issued on January 8, 2025, for Process Server  
13 Services. The RFQ closed on January 24, 2025, and all of the bids received in response to the  
14 RFQ were deemed non-responsive by the County Purchasing Manager. In instances where  
15 there are no acceptable bids, the County is free to enter into an agreement with a vendor of its  
16 choosing.

17 C. The Contractor was one of the vendors who submitted a response to the RFQ.

18 D. The Contractor is providing Process Server Services for the County under Agreement  
19 20-103 which expired on March 31, 2025.

20 E. The County reviewed the Contractor’s information related to the RFQ and desires to  
21 enter into an agreement with the Contractor for Process Server Services based on proposed  
22 cost and prior experience performing this service for the county.

23 F. The Contractor is qualified and willing to perform the services described in this  
24 Agreement, pursuant to the terms of the Agreement.

25 The parties therefore agree as follows:  
26  
27  
28

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
4 Exhibit A to this Agreement, titled "Scope of Services."

5 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
8 applicable federal, state, and local laws and regulations in the performance of its obligations  
9 under this Agreement, including but not limited to workers compensation, labor, and  
10 confidentiality laws and regulations.

11 **Article 2**

12 **County's Responsibilities**

13 2.1 The County shall meet all obligations provided in Exhibit A of this agreement, titled  
14 "Scope of Services."

15 2.2 The County shall provide a County Representative who will represent the County,  
16 who will work with the Contractor to carry out the Contractor's obligations under this Agreement.  
17 The County Representative will be the County's Director of Child Support Services or his/her  
18 designee. The Contractor shall also provide a contact person to the County Representative  
19 upon execution of this Agreement.

20 2.3 The County shall give reasonably prompt consideration to all matters submitted by  
21 the Contractor for fee approval or instructions related to service, in order to avoid any delays in  
22 the Contractor's performance of the work.

23 2.4 The County Representative or his/her designee will serve as a liaison between the  
24 Contractor and the California Department of Child Support Services for any technical changes  
25 or technical issues related the California Department of Child Support Services' E-Process  
26 Server platform and interface.

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
4 the performance of its services under this Agreement as described in Exhibit B to this  
5 Agreement, titled "Compensation."

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
7 under this Agreement is Three Hundred Thirty Thousand Dollars (\$330,000) annually for three  
8 (3) years. The total maximum compensation for the initial three-year term of the Agreement is  
9 Nine Hundred Ninety Thousand Dollars (\$990,000). If this Agreement is extended for an  
10 additional one-year, the maximum compensation for the four (4) year term shall not exceed One  
11 Million Three Hundred Twenty Thousand Dollars (\$1,320,000). If this Agreement is extended for  
12 an additional second year, the maximum compensation for the full five (5) year term shall not  
13 exceed One Million Six Hundred Fifty Thousand Dollars (\$1,650,000). The Contractor  
14 acknowledges that the County is a local government entity, and does so with notice that the  
15 County's powers are limited by the California Constitution and by State law, and with notice that  
16 the Contractor may receive compensation under this Agreement only for services performed  
17 according to the terms of this Agreement and while this Agreement is in effect, and subject to  
18 the maximum amount payable under this section. The Contractor further acknowledges that  
19 County employees have no authority to pay the Contractor except as expressly provided in this  
20 Agreement.

21 3.3 **Invoices.** The Contractor shall submit monthly invoices to the County of Fresno  
22 Department of Child Support Services: P.O. Box 12946, Fresno, CA 93779 or to  
23 [DCSSbusinessoffice@fresnocountyca.gov](mailto:DCSSbusinessoffice@fresnocountyca.gov); Department of Social Services:  
24 [DSSinvoices@fresnocountyca.gov](mailto:DSSinvoices@fresnocountyca.gov); Probation Department:  
25 [ProbationInvoices@fresnocountyca.gov](mailto:ProbationInvoices@fresnocountyca.gov) and [ProbationContracts@fresnocountyca.gov](mailto:ProbationContracts@fresnocountyca.gov); County  
26 Counsel: [CountyCounselMailbox@fresnocountyca.gov](mailto:CountyCounselMailbox@fresnocountyca.gov). The Contractor shall submit each  
27 invoice and statement containing all information as referenced in Exhibit A Sections 14 and 15  
28

1 no later than 60 days after the month in which the Contractor performs services and in any case  
2 within 60 days after the end of the term or termination of this Agreement.

3 3.4 **Payment.** The County shall pay each correctly completed and timely submitted  
4 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's  
5 address specified in the invoice.

6 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
7 expenses that are not specified as payable by the County under this Agreement.

## 8 **Article 4**

### 9 **Term of Agreement**

10 4.1 **Term.** This Agreement is effective retroactive to April 1, 2025, and terminates on  
11 March 31, 2028 ("Initial Term"), except as provided in section 4.2, "Extension," or Article 6,  
12 "Termination and Suspension," below.

13 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
14 year periods only upon written approval of both parties at least 30 days before the first day of  
15 the next one-year extension period. The Director of Department of Child Support Services or his  
16 or her designee is authorized to sign the written approval on behalf of the County based on the  
17 Contractor's satisfactory performance. The extension of this Agreement by the County is not a  
18 waiver or compromise of any default or breach of this Agreement by the Contractor existing at  
19 the time of the extension whether or not known to the County.

## 20 **Article 5**

### 21 **Notices**

22 5.1 **Contact Information.** The persons and their addresses having authority to give and  
23 receive notices provided for or permitted under this Agreement include the following:

24 **For the County:**

25 Director of Department of Child Support Services  
26 County of Fresno  
27 2220 Tulare Street, Suite 310 Upper  
28 Fresno, CA 93721  
dcssbusinessoffice@fresnocountyca.gov

**For the Contractor:**

1 Owner  
2 Mabry, Inc. dba Dynamic Legal Service  
3 2115 Kern Street, Suite 102  
4 Fresno, CA 93721  
5 dynamicfresno@gmail.com

6 5.2 **Change of Contact Information.** Either party may change the information in section  
7 5.1 by giving notice as provided in section 5.3.

8 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
9 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
10 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
11 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
12 Document Format (PDF) document attached to an email.

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

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

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

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

26 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
27 nothing in this Agreement establishes, waives, or modifies any claims presentation  
28 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  
6 Contractor, may:

7 (A) Modify the services provided by the Contractor 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, the County may give written notice of the breach to the Contractor. The written  
12 notice may suspend performance under this Agreement, and must provide at least 30  
13 days for the Contractor to cure the breach.

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

16 (C) For purposes of this section, a breach occurs when, in the determination of the  
17 County, the Contractor 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 to the County; 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 may terminate this Agreement by giving at least 30 days advance written notice to the  
24 Contractor.

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.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article  
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

1 Contractor under this Agreement that, in the County's sole judgment, were not expended in  
2 compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
3 demand. This section survives the termination of this Agreement.

## 4 **Article 7**

### 5 **Independent Contractor**

6 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
7 agents, employees, and volunteers, is at all times acting and performing as an independent  
8 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
9 venturer, partner, or associate of the County.

10 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
11 manner or method of the Contractor's performance under this Agreement, but the County may  
12 verify that the Contractor is performing according to the terms of this Agreement.

13 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
14 right to employment rights or benefits available to County employees. The Contractor is solely  
15 responsible for providing to its own employees all employee benefits required by law. The  
16 Contractor shall save the County harmless from all matters relating to the payment of  
17 Contractor's employees, including compliance with Social Security withholding and all related  
18 regulations.

19 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
20 Agreement, the Contractor may provide services to others unrelated to the County.

## 21 **Article 8**

### 22 **Indemnity and Defense**

23 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
24 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
25 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
26 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
27 the performance or failure to perform by the Contractor (or any of its officers, agents,  
28 subcontractors, or employees) under this Agreement. The County may conduct or participate in

1 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
2 defend the County.

3 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

4 **Article 9**

5 **Insurance**

6 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
7 Agreement.

8 **Article 10**

9 **Inspections, Audits, and Public Records**

10 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
11 the County may examine at any time during business hours and as often as the County deems  
12 necessary, all of the Contractor's records and data with respect to the matters covered by this  
13 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
14 request by the County, permit the County to audit and inspect all of such records and data to  
15 ensure the Contractor's compliance with the terms of this Agreement.

16 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
17 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
18 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
19 years after final payment under this Agreement. This section survives the termination of this  
20 Agreement.

21 10.3 **Public Records.** The County is not limited in any manner with respect to its public  
22 disclosure of this Agreement or any record or data that the Contractor may provide to the  
23 County. The County's public disclosure of this Agreement or any record or data that the  
24 Contractor may provide to the County may include but is not limited to the following:

25 (A) The County may voluntarily, or upon request by any member of the public or  
26 governmental agency, disclose this Agreement to the public or such governmental  
27 agency.  
28



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

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

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

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

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

20 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
21 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
22 and which the County has a right, under any provision of this Agreement or applicable law, to  
23 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
24 County, for purposes of public disclosure, the requested records that may be in the possession  
25 or control of the Contractor. Within five business days after the County's demand, the  
26 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
27 possession or control, together with a written statement that the Contractor, after conducting a  
28 diligent search, has produced all requested records that are in the Contractor's possession or

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

## 14 **Article 11**

### 15 **Disclosure of Self-Dealing Transactions**

16 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
17 or changes its status to operate as a corporation.

18 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
19 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
20 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
21 the County before commencing the transaction or immediately after.

22 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
23 a party and in which one or more of its directors, as an individual, has a material financial  
24 interest.

## 25 **Article 12**

### 26 **General Terms**

27 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
28 Agreement may not be modified, and no waiver is effective, except by written agreement signed

1 by both parties. The Contractor acknowledges that County employees have no authority to  
2 modify this Agreement except as expressly provided in this Agreement.

3 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
4 under this Agreement without the prior written consent of the other party.

5 12.3 **Governing Law.** The laws of the State of California govern all matters arising from  
6 or related to this Agreement.

7 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
8 County, California. Contractor consents to California jurisdiction for actions arising from or  
9 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
10 brought and maintained in Fresno County.

11 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
12 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
13 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
14 against either party.

15 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

16 12.7 **Headings.** The headings and section titles in this Agreement are for convenience  
17 only and are not part of this Agreement.

18 12.8 **Severability.** If anything in this Agreement is found by a court of competent  
19 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
20 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
21 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
22 intent.

23 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
24 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
25 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
26 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
27 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
28 all applicable State of California and federal statutes and regulation.

1       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
2 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
3 performance of any continuing or other obligation of the Contractor and does not prohibit  
4 enforcement by the County of any obligation on any other occasion.

5       12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
6 between the Contractor and the County with respect to the subject matter of this Agreement,  
7 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
8 publications, and understandings of any nature unless those things are expressly included in  
9 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
10 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
11 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
12 exhibits.

13       12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
14 create any rights or obligations for any person or entity except for the parties.

15       12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

21       12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
22 electronic signature as provided in this section.

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

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

6 (C) The provisions of this section satisfy the requirements of Civil Code section  
7 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
8 Part 2, Title 2.5, beginning with section 1633.1).

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

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

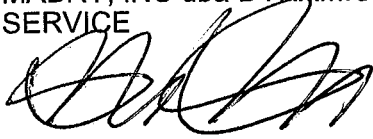
16 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
17 original, and all of which together constitute this Agreement.

18 [SIGNATURE PAGE FOLLOWS]  
19  
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 MABRY, INC dba DYNAMIC LEGAL  
3 SERVICE

COUNTY OF FRESNO

4 

5 \_\_\_\_\_  
Vicky Mabry, Owner

\_\_\_\_\_ Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

6 2115 Kern Street, Suite 102  
7 Fresno, CA 93721

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

10 By: \_\_\_\_\_  
Deputy

11 For accounting use only:

12 Account No.: 7295  
13 Fund No.: 0001  
14 Subclass No.: 100000

15 Department of Child Support Services  
16 Org: 5110

17 Department of Social Services  
18 Org: 5610

19 County Counsel  
20 Org: 0710

21 Probation  
22 Org: 3430

# Exhibit A

## Scope of Services

Contractor agrees to provide process serving services both inside and outside the State of California to the County, in accordance with the terms and conditions of this Agreement. The County and its user departments will require service of process on an as needed basis and does not guarantee a minimum level of service.

### 1. ORGANIZATIONAL STRUCTURE

- a. Contractor agrees to maintain an organizational structure with sufficient staff in order to administer all of the functions for which they are responsible for under the terms of this Agreement. All services performed by the Contractor and all personnel engaged in the work shall be qualified to perform such services.

### 2. DOCUMENT PICKUP AND DELIVERY

- a. The Contractor will be notified by each user department when service of process is required. In most instances, the Contractor will receive the legal documents requiring service of process electronically, either through email or a secure interface. County Departments will attach a coversheet to the document to be served. The coversheet will contain the deadline date by which the Department needs to be notified and/or documents returned as non-served.
- b. At the County's request, legal documents requiring service may need to be picked up and/or delivered to the individual user departments:

**Department of Child Support Services**  
2220 Tulare Street 17<sup>th</sup> Floor  
Fresno, CA 93721

**Department of Social Services**  
380 W. Ashlan Ave  
Clovis, CA 93612

**County Counsel**  
2220 Tulare Street 5<sup>th</sup> Floor  
Fresno, CA 93721

**Probation Department**

## Exhibit A

1 3333 E. American Ave, Ste. B, Building 701  
2 Fresno, CA 93725

3 In such instances, the Contractor will work with the requesting County  
4 Department to schedule document pickup. Contractor will also deliver or  
5 return any documents to the requesting department when requested, or if and  
6 when electronic delivery is not available.

### 7 **3. E-PROCESS SERVER (DCSS ONLY)**

- 8 a. Contractor agrees to utilize the California Department of Child Support  
9 Services' E-Process Server interface for document delivery, if available. E-  
10 Process server is a web-based solution that electronically transfers service  
11 packets from the County's Department of Child Support Services to the  
12 Contractor through a scheduled batch process. Contractor will be responsible  
13 for downloading and printing the service packets. To achieve maximum cost  
14 efficiency related to Contractor's E-Process Server Fee, as stated in Exhibit B  
15 Section 7, Contractor shall print all documents double-sided.
- 16 b. E-Process Server is currently a one-way interface for the delivery of the  
17 service packets. The Contractor will need to provide DCSS with copies of  
18 declarations regarding successful serves, non-serves, and "not found" reports  
19 in either a physical or electronic format.
- 20 c. The County has the right to disable the use of the E-Process Server interface  
21 if it so chooses.

### 22 **4. STANDARD SERVICE AREA**

- 23 a. Contractor's service area includes the counties of Fresno, Kings, Madera,  
24 Mariposa, and Tulare, referred to as the Contractor's "standard service area."  
25 For process serving services outside of the Contractor's standard service  
26 area, the Contractor will utilize a qualified Affiliate process serving firm or  
27 agency.

### 28 **5. AFFILIATE USE**



## Exhibit A

- 1 a. Contractor agrees to use an Affiliate process serving firm or agency for  
2 service in any California county or state outside the designated standard  
3 service area as defined in Exhibit A Section 4a.
- 4 b. Contractor agrees that when using an Affiliate, the Contractor shall timely  
5 forward all papers and documents to be served by the Affiliate. The Affiliate  
6 (including its officers, agents, employees, and contractors) shall be a qualified  
7 process serving firm or agency. The Affiliate shall be deemed to be a  
8 subcontractor of the Contractor under this Agreement. Contractor shall be  
9 responsible under the terms and conditions of this Agreement for the  
10 performance or failure to perform by the Affiliate as if the Contractor directly  
11 provided such services.

### 6. SERVICE OF PROCESS

- 13 a. Contractor agrees to provide process serving services in compliance with all  
14 applicable Federal and California laws relating to service of process,  
15 including the California Code of Civil Procedure.
- 16 b. Contractor understands that service hours shall include all hours of the day,  
17 seven days per week e.g. early morning, evening, weekend, etc. Hours  
18 should not be limited to the normal workday timeframe. The process server  
19 must attempt to effectuate personal service at any time of the day or night  
20 that the circumstance demands.
- 21 c. Contractor understands that time is of the essence in carrying out service of  
22 process. Contractor will make every effort to consolidate all papers and  
23 documents intended for service upon the same addressee in order to achieve  
24 the maximum cost efficiency in process delivery. Contractor also understands  
25 that time is of the essence in carrying out each and every one of its  
26 obligations under this Agreement.
- 27 d. Contractor agrees that for any and all service of process under this  
28 Agreement, Contractor shall make its best, repeated, and diligent attempts

## Exhibit A

1 (including conducting a due search and careful inquiry concerning the  
2 whereabouts of a the person or entity to be served) to effect service until  
3 service is successfully completed at valid address(es) within the time  
4 specified by the County Department, then within a reasonable time following  
5 such request for service. Contractor shall use all lawful means available to  
6 Contractor in attempting to effect service of process. If Contractor is unable to  
7 effect service at an address given by the requesting County Department  
8 within the timeframe that the County Department requests Contractor to  
9 perform service, or if no time for service is specified, then within a reasonable  
10 time following such request for service, Contractor shall request the County  
11 Department to provide additional information regarding the whereabouts of  
12 the individual or entity to be served. Within thirty (30) days following the date  
13 that Contractor requests such County Department to provide additional  
14 information regarding the whereabouts of the individual or entity to be served,  
15 the County shall provide only that information, if any, which the County may  
16 have concerning the whereabouts of such individual or entity and shall  
17 specify a new time within which such services shall be performed, provided,  
18 however, that the County shall not be required to conduct an investigation to  
19 determine the whereabouts of such individual or entity. Notwithstanding  
20 anything else stated to the contrary, the Contractor's obligation to perform  
21 service of process shall continue as long as the County Department provides  
22 the Contractor with information concerning the whereabouts of the individual  
23 or entity to be served.

### 7. RUSH SERVICE OF PROCESS

- a. Rush Service of Process is defined as a specific request by the County for service of process to be prioritized and effectuated by the Contractor within Twenty-Four (24) to Forty-Eight (48) hours.

## Exhibit A

- 1           b. Contractor will attempt to complete service within Twenty-Four (24) to Forty-  
2           Eight (48) hours from receipt of the County's Rush Service request for such  
3           service.

### 4           **8. SUCCESSFUL SERVICE**

- 5           a. Contractor agrees a "successful serve" means that service of process has  
6           been effected by the Contractor in accordance with all applicable laws,  
7           including the California Code of Civil Procedure.  
8           b. Contractor agrees that its fees for service of process, herein, are based on  
9           the individual or entity served at the service address/location and not on the  
10          number of papers or documents presented at the time of service of process is  
11          made or the number of proofs of service required.

### 12          **9. SUBSTITUTE SERVICE**

- 13          a. Contractor agrees that when effectuating substitute service, Contractor will  
14          take all actions required by California Code of Civil Procedure section 415.20  
15          to perfect service. No payment will be made to Contractor for substitute  
16          service unless Contractor has complied with this paragraph and an  
17          appropriate Declaration of Diligence is provided.

### 18          **10. PROOF OF SERVICE**

- 19          a. Contractor will provide a Proof of Service for all individuals served, either by  
20          personal or substitute service, which will contain the following information:  
21                  i. Name of individual or entity served or sub-served  
22                  ii. Document served  
23                  iii. Date and time of service  
24                  iv. Declaration of Address  
25                  v. Manner of service  
26                  vi. Declaration of diligence (if applicable)  
27          b. Contractor agrees to prepare and return the proof of service within five (5)  
28          business days.

## Exhibit A

- 1 c. Duplicate copies of a proof of service may be required by the County on an  
2 occasional basis.
- 3 d. Contractor agrees to furnish the requesting County Department, by the date  
4 noted on the coversheet requesting Service of Process services from the  
5 Contractor, a fully-executed proof of service detailing the date, time, location,  
6 and name of the person or entity successfully served or a “non-service return”  
7 (i.e., a report to the effect that after due search, careful inquiry, and diligent  
8 attempts to serve process, the person or entity was not found by the  
9 Contractor at the address provided by the County) detailing the date, time,  
10 and location(s) of all attempts at service. Notwithstanding the foregoing, for  
11 those services of process governed by California Welfare and Institutions  
12 Code Section 11478(b)(3), Contractor shall report such foregoing information  
13 as required by said section.

### 14 **11. “NOT FOUND” REPORT**

- 15 a. Contractor agrees to provide the requesting department with a “Not Found”  
16 report listing the document to be served, names, addresses, dates and times  
17 of attempts, any problems involved while attempting service, and the fact that  
18 service is in suspense while awaiting new instructions from the County.

### 19 **12. NON-SERVICE RETURN**

- 20 a. Contractor agrees to provide the requesting department with a worksheet  
21 listing the document to be served, names, addresses, dates and times of  
22 attempts, any problems involved while attempting service, and the fact that  
23 time has run out before service could be effected (pre-hearing or no new  
24 address within thirty (30) days), or advised by the County to cancel or stop  
25 attempts at service.

### 26 **13. CONFIDENTIALITY**

- 27 a. In providing services to the County, the Contractor may come into contact  
28 with personal and confidential information protected from disclosure by law,

## Exhibit A

1 e.g. financial information, medical information, and welfare information. The  
2 Contractor must comply with the requirement that they, including all of their  
3 employees and/or agents, will maintain compliance with all applicable  
4 confidentiality laws.

### 5 **14. INVOICING**

6 a. Contractor will provide an individual invoice for each service charged.

7 Invoices will contain the following information:

- 8 i. Contract Number
- 9 ii. Requesting Department
- 10 iii. Name of the individual or entity served
- 11 iv. Case/Reference Number
- 12 v. Individual fee charged
- 13 vi. Affiliate associated costs (if applicable)
- 14 vii. Date of Birth (if applicable)

15 b. Duplicate copies of the invoice may be required by the County on an  
16 occasional basis.

### 17 **15. BILLING STATEMENT**

18 a. The Billing Statement will contain the following information:

- 19 i. Contract Number
- 20 ii. Requesting Department
- 21 iii. Statement date and number
- 22 iv. Name of the individual or entity served during the billing period
- 23 v. Case/Reference Number
- 24 vi. Date of Service
- 25 vii. Cost
- 26 viii. Date of Birth (if applicable)

### 27 **16. MONTHLY STATUS REPORT**

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## Exhibit A

- 1 a. Contractor shall submit to each County Department, along with each of the  
2 Contractor's monthly billing statements, a monthly status report containing  
3 the following information:

4 The identify of each person that the County Department requested the  
5 Contractor to serve that month, and any carryover person who the County  
6 has, in a previous month, requested the Contractor to serve and such  
7 person remains unserved for that month or has been served that month.  
8 Contractor shall set forth the name of the person to be served, the date  
9 that Contractor first received a request by the County Department to  
10 serve such person, the Contractor's vendor reference number, court case  
11 number (if applicable), the status of such matter (i.e., whether the person  
12 was successfully served or not served during that month), and, if not  
13 served, whether such case still remains in process pursuant to Exhibit A  
14 Section 6d of this Agreement or is the subject of invalid address.

- 15 b. Contractor agrees that at any time during the term of this Agreement, the  
16 County may, and the Contractor shall be required, in addition to the  
17 Contractor's obligations under this agreement, to provide any such reports  
18 and documentation as are deemed necessary by any County Department to  
19 substantiate the Contractor's service levels under this Agreement, at no  
20 charge to the County.

### 21 **17. APPEARANCE IN COURT**

- 22 a. Contractor shall testify at any depositions and/or trials as to such services  
23 performed, if requested by the County. Contractor shall be reimbursed by the  
24 County for actual, reasonable, and necessary costs charged for appearance  
25 in court as stated in Exhibit B Section 5.

### 26 **18. LATE NOTIFICATION FEE**

- 27 a. Contractor agrees to notify and return the necessary documents to the  
28 requesting County Department by the deadline date contained on the

## Exhibit A

coversheet of the documents to be served, otherwise a “Late Notification Fee” will be charged to the Contractor as stated in Exhibit B Section 6.

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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.

- SERVICE OF PROCESS RATE:** Contractor shall be paid a flat rate per individual or entity successfully served by the Contractor within the Contractor's standard service area as defined in Exhibit A Section 4a of this Agreement. Contractor shall not be compensated for attempted service of process upon a person or entity within the Contractor's standard service area regardless of whether such service is based upon invalid address information provided by the County or the number of attempted serves by the Contractor. The flat rate for successful services shall be as follows for each year under this Agreement:

Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate (Optional Extension)	Year 5 Rate (Optional Extension)
\$25.00	\$26.00	\$27.00	\$28.00	\$29.00

- RUSH SERVICE RATE:** For Rush Service requests, herein defined in Exhibit A Section 7a, the Contractor shall be paid a flat rate of Twenty Dollars (\$20.00). The rush service fee will apply regardless of whether the service of process was successful or not. Only one rush service fee will be charged regardless of the number of attempts at service made on the individual or entity.
- AFFILIATE SERVICES RATE:** For each individual or entity served by the Contractor outside of the Contractor's stand service area, Contractor shall be paid the actual fee charged by the process serving firm or agency to whom such papers or documents are forwarded by the Contractor plus a processing/surcharge fee of Eighteen Dollars (\$18.00). The Contractor will notify the County prior to Affiliate incurring costs if the combined costs (Affiliate fee and \$18.00 processing/surcharge fee) will exceed Seventy-Five Dollars (\$75.00). The County has the right to decline the service without incurring the fee if it so



## Exhibit B

1 chooses. The Affiliate fee paid to the Contractor shall not exceed the Affiliate's  
2 customary fee charged for the same or similar service to others.

3 **4. NON-SERVICE RATE:** For documents unsuccessfully served, or non-served, the  
4 Contractor shall be paid a flat rate of Five Dollars (\$5.00) per attempted address.  
5 Only one non-service fee will be charged per address regardless of the number  
6 of attempts at service made on the individual or entity.

7 **5. APPEARANCE IN COURT:** Contractor shall be reimbursed by the County for  
8 actual, reasonable, and necessary costs charged for appearance in court, when  
9 required by the court to testify as to such services performed. Reimbursable  
10 costs shall include the actual, reasonable, and necessary cost of travel to and  
11 from court for such appearance along with any incidental expenses incurred in  
12 connection therewith.

13 **6. LATE NOTIFICATION FEE:** The Contractor will notify and return the necessary  
14 documents to the requesting County Department by the deadline date contained  
15 on the coversheet of the documents to be served. Contractor agrees that a fee of  
16 Twenty-Five Dollars (\$25.00) per service of process will be charged to the  
17 Contractor for late or no notification (past the deadline date noted on the  
18 coversheet). This fee will either be deducted from the next invoice or billed to the  
19 Contractor by the County Department.

20 **7. E-PROCESS SERVER RATE:** For documents transmitted to the Contractor  
21 directly through the California Department of Child Support Services' E-Process  
22 Server interface, the Contractor will be paid a flat rate of Ten Cents (\$0.10) per  
23 page. The rate for using E-Process Server will only be applied to the County's  
24 Department of Child Support Services.

25 **8. GASOLINE BASE RATE CLAUSE:** County agrees that during periods of time  
26 where the gasoline base rate rises to Four Dollars (\$4.00) per gallon, the cost of  
27 Service of Process specified above will increase Twenty-Five Cents (\$0.25) per  
28 successful serve. Any subsequent rise in the gasoline base rate in increments of

## Exhibit B

1 Fifty Cents (\$0.50) per gallon above Four Dollars (\$4.00) per gallon will result in  
2 an additional Twenty-Five Cents (\$0.25) increase in the cost specified above. For  
3 example:

<u>Gas Price</u>	<u>Increase</u>	<u>Total Increase</u>
\$4.00 - \$4.49	\$0.25	\$0.25
\$4.50 - \$4.99	\$0.25	\$0.50
\$5.00 - \$5.49	\$0.25	\$0.75

8  
9 The reverse shall be true as well if gas prices subsequently drop. The base rate  
10 will be calculated by using the average price of regular unleaded gasoline at any  
11 given date within the County of Fresno. The website  
12 <https://fuelinsights.gasbuddy.com/Home/US/CA/Fresno> will be used to verify  
13 current and historic average gas prices within the County of Fresno.

## 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

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

## 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.

#### 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](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement,

## Exhibit D

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.
- (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

## Exhibit D

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.