

1 **EXHIBIT 'A'**

2
3 **SERVICE AGREEMENT**

4 This Service Agreement ("Agreement") is dated _____ and is between
5 the County of Fresno, a political subdivision of the State of California ("County") and City of
6 Kerman, a municipal corporation, whose address is 850 S. Madera Avenue, CA 93630,
7 hereinafter referred to as "City". County and City may be collectively referred to herein as
8 "Parties" or in the singular as "Party."

9 **Recitals**

10 A. WHEREAS, City desires to secure law enforcement dispatch services/9-1-1 answering
11 responsibilities for City from County, through the Fresno County Sheriff's Office, within City's
12 boundaries;

13 B. WHEREAS, County has provided these services to City through its Sheriff's Office or its
14 designee ("Sheriff's Office") since July of 2010;

15 C. WHEREAS, County agrees to continue to render such law enforcement dispatch
16 services/9-1-1 answering responsibilities for City within the City's boundaries, and City agrees to
17 pay County the cost of performing such services at the rates and according to the terms and
18 conditions set forth in this Agreement.

19 The parties therefore agree as follows:

20 **Article 1**

21 **County's Services**

22 1.1 **Scope of Services.** County shall provide law enforcement dispatch services as
23 described in Exhibit A, attached and incorporated by this reference.

24 1.2 The performance of law enforcement dispatch/9-1-1 answering responsibilities for
25 City, including the standards of performance, the discipline and control of personnel and
26 officers, and all other matters incident to the performance of these services shall be the right
27 and responsibility of County. In the case of a dispute between the Parties as to the extent,
28 duties, or functions to be rendered under this Agreement, or the minimum level or manner of

1 such performance of such services, the determination made by the County, through its Sheriff's
2 Office, shall be final and conclusive.

3 1.3 **Representation.** The County represents that it is qualified, ready, willing, and able to
4 perform all of the services provided in this Agreement.

5 1.4 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable
6 federal, state, and local laws and regulations in the performance of its obligations under this
7 Agreement, including but not limited to workers compensation, labor, and confidentiality laws
8 and regulations.

9 **Article 2**

10 **City's Responsibilities**

11 2.1 **Obligations of the City.** City agrees to convert the radios in its police vehicles to such
12 frequencies as required by the Sheriff's Office's communications systems. City shall also place
13 radios in its police vehicles that have a primary and secondary channeling ability, as determined
14 by the Sheriff's Office, for the purpose of ensuring reasonable communications backup.

15 2.2 City shall have its police personnel use such alpha-numerical identifier system as
16 determined by the Sheriff's Office, and City assumes responsibility for keeping the Sheriff's
17 office communications system secure, as required by law.

18 2.3 City agrees that its personnel shall comply with the Sheriff's Office radio procedures,
19 and that it shall hold its employees accountable for failing to comply with such radio procedures.

20 2.4 City shall timely pay County for services rendered under this Agreement, as provided
21 in Article 3.

22 **Article 3**

23 **Compensation, Invoices, and Payments**

24 3.1 The City agrees to pay, and the County agrees to receive, compensation for the
25 performance of its services under this Agreement as described in Exhibit B to this Agreement,
26 titled "Compensation." The parties also recognize and agree that the monthly compensation due
27 to County for services rendered under this Agreement may be updated from time to time based
28 upon changes to the "per resident charge" and "population estimate" figures in Exhibit B. County

1 shall provide City with written notice of charges to the monthly compensation due to County.
2 Such notice shall be given in March of 2025, and yearly thereafter during the term of this
3 Agreement. Upon City's approval of the changes to the monthly compensation due to County
4 due to changes to the "per resident charge" and "population estimate" figures, the new monthly
5 compensation amount shall be effective July 1st of the same year notice of the change was
6 given by County.

7 3.2 As indicated in Exhibit B, the rate specified per resident (Dispatcher Per Capita) to
8 be charged by County, and subsequently paid by City, are the rates set forth in the County's
9 Master Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), for
10 performing the dispatching services under this Agreement. The parties agree that if and when
11 the Master of Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d),
12 is amended, changed, or revised, in any way that changes the rates being charged for the
13 services identified in this Agreement, that the new rate will be charged by the County, and paid
14 by the City, for any services provided pursuant to this Agreement and Exhibit B, from the date of
15 the amendment, change, or revision, going forward. The parties further agree that if and when
16 the Master of Schedule of Fees, Charges and Recovered Costs is amended changed, or
17 revised, in any way that changes the rates being charged for the services identified in this
18 Agreement and Exhibit B, replacing any contrary or conflicting rate, from the effective date of
19 the amendment, change, or revision in the rate(s), and will become the new rate to be paid by
20 the City to County for services provided, from the effective date of the rate change forward. The
21 parties acknowledge that the County's Master Schedule of Fees, Charges, and Recovered
22 Costs is subject to change.

23 3.3 **Maximum Compensation.** The maximum compensation payable to the County
24 under this Agreement shall not exceed \$1,692,421. The County acknowledges that the City is a
25 local government entity, and does so with notice that the County's powers are limited by the
26 California Constitution and by State law, and with notice that County may receive compensation
27 under this Agreement only for services performed according to the terms of this Agreement and
28 while this Agreement is in effect, and subject to the maximum amount payable under this

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5
6 **For the County:**

7 Sheriff's Captain
8 Sheriff-Coroner-Public Administrator
9 County of Fresno
10 2200 Fresno Street
11 Fresno, CA 93721 Sheriff.Payables@fresnosheriff.org Fax: 559-600-8318

12 **For the City:**

13 City Manager
14 City of Kerman
15 850 S. Madera Avenue
16 Kerman, CA 93630
17 Fax No.: 559-846-6199

18 5.2 **Change of Contact Information.** Either party may change the information in section
19 5.1 by giving notice as provided in section 5.3.

20 5.3 **Method of Delivery.** Each notice between the County and the City provided for or
21 permitted under this Agreement must be in writing, state that it is a notice provided under this
22 Agreement, and be delivered either by personal service, by first-class United States mail, by an
23 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
24 Document Format (PDF) document attached to an email.

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

26 (B) A notice delivered by first-class United States mail is effective three County
27 business days after deposit in the United States mail, postage prepaid, addressed to the
28 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.

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

6 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
7 nothing in this Agreement establishes, waives, or modifies any claims presentation
8 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
9 of Title 1 of the Government Code, beginning with section 810).

10 **Article 6**

11 **Termination and Suspension**

12 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
13 contingent on the approval of funds by the appropriating government agency. If sufficient funds
14 are not allocated, then the County, upon at least 30 days' advance written notice to the City,
15 may:

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

17 (B) Terminate this Agreement.

18 **6.2 Termination for Breach.**

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

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

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

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

28 (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 City.

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.

Article 7

Independent Contractor

7.1 **Status.** In performance of the work, duties and obligations assumed by County under this Agreement, it is mutually understood and agreed that County, including any and all of County's officers, agents, and employees, , will at all times be acting and performing as an independent contractor, and shall act in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the City. Furthermore, City shall have no right to control or supervise or direct the manner or method by which County shall perform its work and function. However, City shall retain the right to administer this Agreement so as to verify that County is performing its obligations in accordance with the terms and conditions thereof.

7.2 **Verifying Performance.** City and County shall comply with all applicable provision of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof. The City has no right to control, supervise, or direct the manner or method by which County shall perform its work or function., but the City may verify that the County is performing according to the terms of this Agreement.

7.3 **Benefits.** The Parties shall be solely liable and responsible for providing to, or on behalf of, there employees all legally-required employee benefits. In addition, Parties shall be solely responsible and save the other Party harmless from all matters relating to payment of each Party's employees, including compliance with Social Security withholding and all other regulations governing such matters.

1 7.4 **Services to Others.** The parties acknowledge that, during the term of this
2 Agreement, the County may provide services to others unrelated to the County.

3 **Article 8**

4 **Indemnity and Defense**

5 8.1 **Indemnity.** The City agrees to indemnify, save, hold harmless, and at County's
6 request, defend County, its officers, agents, and employees from any and all costs and
7 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
8 occurring or resulting to County in connection with the performance, or failure to perform, by
9 City, its officers, agents, or employees under this Agreement, and from any and all costs and
10 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
11 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
12 performance, or failure to perform, of City, its officers, agent, or employees under this
13 Agreement.

14 The County agrees to indemnify, save, hold harmless, and at City's request, defend
15 City, its officers, agents, and employees from any and all costs and expenses (including
16 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to City
17 in connection with the performance, or failure to perform, by County, its officers, agents, or
18 employees under this Agreement, and from any and all costs and expenses (including
19 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any
20 person, firm, or corporation who may be injured or damaged by the performance, or failure to
21 perform, of County, its officers, agent, or employees under this Agreement.

22 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

23 **Article 9**

24 **Insurance**

25 9.1 The City shall comply with all the insurance requirements in Exhibit D to this
26 Agreement.
27
28

1 **Article 10**

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

3 10.1 **Inspection of Documents.** The City shall make available to the County, and the
4 County may examine at any time during business hours and as often as the County deems
5 necessary, all of the City's records and data with respect to the matters covered by this
6 Agreement, excluding attorney-client privileged communications. The City shall, upon request
7 by the County, permit the County to audit and inspect all of such records and data to ensure the
8 City's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If this Agreement exceeds \$10,000, the County and City
10 shall be subject to the examination and audit of the California State Auditor, as provided in
11 Government Code section 8546.7, for a period of three years after final payment under this
12 Agreement. This section survives the termination of this Agreement.

13 10.3 **Public Records.** The County is not limited in any manner with respect to its public
14 disclosure of this Agreement or any record or data that the City may provide to the County. The
15 County's public disclosure of this Agreement or any record or data that the City may provide to
16 the County may include but is not limited to the following:

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

20 (B) The County may voluntarily, or upon request by any member of the public or
21 governmental agency, disclose to the public or such governmental agency any record or
22 data that the City may provide to the County, unless such disclosure is prohibited by
23 court order.

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

27 (D) This Agreement, and any record or data that the City may provide to the County,
28 is subject to public disclosure as a public record under the California Public Records Act

1 (California Government Code, Title 1, Division 10, beginning with section 7920.000)
2 (“CPRA”).

3 (E) This Agreement, and any record or data that the City may provide to the County,
4 is subject to public disclosure as information concerning the conduct of the people’s
5 business of the State of California under California Constitution, Article 1, section 3,
6 subdivision (b).

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

11 **10.4 Public Records Act Requests.** If the County receives a written or oral request
12 under the CPRA to publicly disclose any record that is in the City’s possession or control, and
13 which the County has a right, under any provision of this Agreement or applicable law, to
14 possess or control, then the County may demand, in writing, that the City deliver to the County,
15 for purposes of public disclosure, the requested records that may be in the possession or
16 control of the Contractor. Within five business days after the County’s demand, the City shall (a)
17 deliver to the County all of the requested records that are in the City’s possession or control,
18 together with a written statement that the City, after conducting a diligent search, has produced
19 all requested records that are in the City’s possession or control, or (b) provide to the County a
20 written statement that the City, after conducting a diligent search, does not possess or control
21 any of the requested records. The City shall cooperate with the County with respect to any
22 County demand for such records. If the City wishes to assert that any specific record or data is
23 exempt from disclosure under the CPRA or other applicable law, it must deliver the record or
24 data to the County and assert the exemption by citation to specific legal authority within the
25 written statement that it provides to the County under this section. The City’s assertion of any
26 exemption from disclosure is not binding on the County, but the County will give at least 10
27 days’ advance written notice to the City before disclosing any record subject to the City’s
28 assertion of exemption from disclosure. The City shall indemnify the County for any court-

1 ordered award of costs or attorney's fees under the CPRA that results from the City's delay,
2 claim of exemption, failure to produce any such records, or failure to cooperate with the County
3 with respect to any County demand for any such records.

4 **Article 11**

5 **Disclosure of Self-Dealing Transactions**

6 11.1 **Applicability.** This Article 11 applies if the City is operating as a corporation, or
7 changes its status to operate as a corporation.

8 11.2 **Duty to Disclose.** If any member of the City's board of directors is party to a self-
9 dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-
10 Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the
11 County before commencing the transaction or immediately after.

12 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the City is a party
13 and in which one or more of its directors, as an individual, has a material financial interest.

14 **Article 12**

15 **General Terms**

16 12.1 **Modification.** Any matters of this Agreement may be modified from time to time by
17 written consent of all parties without, in any way, affecting the remainder. Except as provided in
18 Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is
19 effective, except by written agreement signed by both parties. The City acknowledges that
20 County employees have no authority to modify this Agreement except as expressly provided in
21 this Agreement.

22 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
23 under this Agreement without the prior written consent of the other party.

24 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
25 or related to this Agreement.

26 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
27 County, California. City consents to California jurisdiction for actions arising from or related to
28

1 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
2 and maintained in Fresno County.

3 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
4 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
5 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
6 against either party.

7 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

8 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
9 only and are not part of this Agreement.

10 12.8 **Severability.** If anything in this Agreement is found by a court of competent
11 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
12 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
13 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
14 intent.

15 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
16 not unlawfully discriminate against any employee or applicant for employment, or recipient of
17 services, because of race, religious creed, color, national origin, ancestry, physical disability,
18 mental disability, medical condition, genetic information, marital status, sex, gender, gender
19 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
20 all applicable State of California and federal statutes and regulation.

21 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
22 of the City under this Agreement on any one or more occasions is not a waiver of performance
23 of any continuing or other obligation of the City and does not prohibit enforcement by the County
24 of any obligation on any other occasion.

25 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
26 between the City and the County with respect to the subject matter of this Agreement, and it
27 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
28 publications, and understandings of any nature unless those things are expressly included in

1 this Agreement. If there is any inconsistency between the terms of this Agreement without its
2 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
3 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
4 exhibits.

5 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
6 create any rights or obligations for any person or entity except for the parties.

7 12.13 **Authorized Signature.** The City represents and warrants to the County that:

8 (A) The City is duly authorized and empowered to sign and perform its obligations
9 under this Agreement.

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

13 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
14 electronic signature as provided in this section.

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

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

25 (C) The provisions of this section satisfy the requirements of Civil Code section
26 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
27 Part 2, Title 2.5, beginning with section 1633.1).
28

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

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

8 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
9 original, and all of which together constitute this Agreement.

10 [SIGNATURE PAGE FOLLOWS]
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

2 CITY OF KERMAN

COUNTY OF FRESNO

3
4
5 _____
(Authorized Signature)

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

6
7 _____
Print Name & Title

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

8 850 S. Madera Avenue
9 Kerman, CA 93630

By: _____
Deputy

10
11 For accounting use only:

12 Org No.: 31113320
13 Account No.: 4975
Fund No.: 0001
14 Subclass No.: 10000
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Scope of Services

1
2
3 Law Enforcement Dispatch Services: County agrees, through its Sheriff's Office, to
4 receive phone calls at the Sheriff's Office communications center for requests to dispatch City's
5 police department personnel in response to such requests. The dispatching services provided
6 under this Agreement do not include, and the Sheriff's Office shall not provide, any dispatch
7 services for requests for emergency medical services or fire suppression services. If the
8 Sheriff's Office receives telephone calls requesting emergency medical services or fire
9 suppression services within City boundaries, the Sheriff's Office shall transfer those calls to the
10 emergency medical services dispatching center. The Sheriff's Office shall provide dispatch
11 services via the radio to direct City's police department personnel to various calls for service.

12 The Sheriff's Office shall also provide, within the limitations of this Agreement, training to
13 City's police personnel in the use of the Sheriff's Office's radio procedures and language as
14 deemed necessary by the Parties. This training shall cover the computer priority systems,
15 uniformity of dispositions, and radio language and proper radio etiquette.

Exhibit B

1 The County will be compensated for performance of its services under this Agreement
2 as provided in this Exhibit B. The County is not entitled to any compensation except as
3 expressly provided in this Exhibit B, and as described in this Agreement.

4 1. County agrees to perform services for the City at the rate specified below per resident of
5 the City (as determined by the State Department of Finance certified population
6 estimated as of January 1st of that year) until such time as the rate is updated pursuant
7 to Article 3 of this Agreement. Under this Agreement, the County's cost recovery shall be
8 100%, at the then-current rate (i.e. the rate listed at the time the service is provided)
9 listed in the Master Schedules of Fees Charges, and Recovered Costs, Section 2609,
10 subdivision (a), for the Dispatcher Per Capita at the rate, per hour. City acknowledges
11 that these rates are subject to change, as delineated in the Agreement. The total
12 amount of the Law Enforcement Dispatch Services to be provided and paid for, and the
13 manner of invoicing, is depicted in the Agreement.

14 2. Monthly Charge for FY 2024-25 (July 1, 2024 - June 30, 2025) (hereinafter the "2025-
15 2025 Monthly Charge") is charged to the latest approved Master Schedule of Fees
16 (MSF) on November 28, 2023 rates for the following:

17 A. The methodology to calculate these amounts are as follows:

- 18 • (July 1, 2024 – June 30, 2025) Per resident charge = \$16.35 (100% of \$16.35
19 per resident)
- 20 • Number of residents in City (as determined by State Department of Finance
21 certified population estimate as of January 1, 2023) = 16,955
- 22 • 2024-2025 Monthly Charge = $(\$16.35/\text{resident} \times 16,955 \text{ residents})/12 \text{ months}$
23 = \$23,102/month

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 City or any third parties, City, 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 City 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 City'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 City 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 City shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the City's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

Exhibit D

- (H) **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 City.

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 City'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; (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 City'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 City's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the City 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 City 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 City 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

Exhibit D

shall be excess only and not contributing with insurance provided under the City'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 technology professional liability insurance certificate must also state that coverage encompasses all of the City's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (vi) 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 City.
- (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 City 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 City 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 City 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 City 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 City 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 City 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 City 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 City is solely responsible to obtain any policy endorsement that may be necessary to accomplish that

Exhibit D

waiver, but the City's waiver of subrogation under this paragraph is effective whether or not the City obtains such an endorsement.

- (F) **County's Remedy for Contractor's Failure to Maintain.** If the City 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 City. The County may offset such charges against any amounts owed by the County to the City under this Agreement.

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