

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated \_\_\_\_\_ and is between  
3 Everon, LLC, a Colorado corporation ("Contractor"), and the County of Fresno, a political  
4 subdivision of the State of California ("County").

5 **Recitals**

6 A. The County has a need for maintenance, repair, replacement and installation of closed-  
7 circuit television ("CCTV") systems, which are used for activity monitoring, dispute mitigation,  
8 employee and public safety, and evidence collection.

9 B. On December 21, 2022, the State of Nevada, Purchasing division, in conjunction with  
10 the National Association of State Procurement Officials ("NASPO") ValuePoint Cooperative  
11 Purchasing Program, released a Request for Proposals ("RFP") No. 99SWC-S1820 to establish  
12 agreements with qualified vendors to provide security and fire protection services and related  
13 equipment.

14 C. On July 24, 2023, ADT Commercial, LLC was awarded NASPO Agreement No. 99SWC-  
15 NV23-16866 ("NASPO Agreement") for security and fire protection services. On August 27,  
16 2024, an Amendment to the NASPO Agreement was approved, changing the contractor's name  
17 from ADT Commercial, LLC to Everon, LLC, with no change to the tax identification number for  
18 the entity.

19 D. The Contractor is willing and able to provide maintenance, repair, replacement and  
20 installation of CCTV systems, as detailed in the NASPO Agreement.

21 E. The County desires to enter into an agreement with the Contractor for maintenance,  
22 repair, replacement and installation of CCTV system.

23 The parties therefore agree as follows:

24 **Article 1**

25 **Contractor's Services**

26 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
27 Exhibit A to this Agreement, titled "Scope of Services" and in accordance with the term of the  
28 NASPO Agreement.

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

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

1.4 **Confidentiality of Inmates/Wards/Patients/Clients Identity.** Some of the work to be performed under this Agreement may occur in secured facilities or facilities that require confidentiality. The Contractor shall alert and inform its employees and agents that State law requires that the identities of inmates/wards/patients/clients be kept confidential. Revealing the identities of inmates/wards/patients/clients is punishable by law.

1.5 **Security.** Security is of great concern to the County. Failure to comply with the security requirements listed below will be considered a breach of contract and may result in termination of this Agreement for default. The Contractor's personnel shall cooperate with all County security personnel at all times, and shall be subject to and conform to County security rules and regulations, including, but not limited to County security rules and procedures, as detailed in Exhibits E through I. Any violations or disregard of these rules may be cause for denial of access to County property. The background checks required, and policies listed below, may change throughout the life of this Agreement. It is the Contractor's responsibility to request updates from the County. All of the Contractor's employees, agents, and subcontractors must read the policies listed below. Please see the following Exhibits:

- Exhibit E – Fresno County Probation Department Juvenile Justice Campus Policy Manual – Vendors, Volunteers and Student Interns Policy
- Exhibit F – Fresno County Probation Department Juvenile Justice Campus Policy Manual Emergency Procedures – Facilities
- Exhibit G – The Prison Rape Elimination Act
- Exhibit H – Background Investigations & Identification (ID) Badges

1 Security provisions will be strictly enforced. All parties who are required to perform their  
2 individual services at the site shall be limited to the area required to perform said service. Such  
3 access shall be obtained by notification to the Information Technology Division Manager, or their  
4 designees, of the time and place, prior to providing the service.

5 All keys used during work shall be numbered. Each key issued shall be recorded, and its  
6 prompt return shall be strictly enforced. Duplication of any keys issued is strictly prohibited.  
7 These keys shall be returned to the County's representative after providing services when  
8 required.

9 Some of the services performed under this Agreement may be in secured facilities such  
10 as jails. Prior to providing services, the Contractor, including all subcontractor and contractors,  
11 shall obtain security clearances for all employees that will be servicing the sites.

12 When services provided are performed in secured facilities, it is incumbent upon the  
13 Contractor to alert all workmen of the necessity for extreme care in accounting for, and keeping  
14 all areas free of any and all types of hand tools, power tools, small parts, scrap material, and all  
15 other materials which might be concealed upon the person of an inmate/ward/patient, at all  
16 times when such tools and materials are not used for the task at hand.

17 Each area subject to the Contractor's services shall be kept clean and in order both  
18 during working hours and at the completion of the working day.

19 1.6 **Data Security.** The Contractor shall be responsible for the privacy and security  
20 safeguards, as identified in Exhibit I, entitled "Data Security." To the extent required to carry out  
21 the assessment and authorization process and continuous monitoring, to safeguard against  
22 threats and hazards to the security, integrity, and confidentiality of any County data collected  
23 and stored by the Contractor, the Contractor shall afford the County access as necessary at the  
24 Contractor's reasonable discretion, to the Contractor's facilities, installations, and technical  
25 capabilities. If new or unanticipated threats or hazards are discovered by either the County or  
26 the Contractor, or if existing safeguards have ceased to function, the discoverer of the threats or  
27 hazards shall immediately bring the situation to the attention of the other party..  
28

1       1.7     **Disentanglement.** At the County's discretion, upon expiration or termination of this  
2 Agreement, the Contractor shall accomplish a complete transition of the services as set forth in  
3 Exhibit A to the County, or to any replacement provider designated by the County, without any  
4 interruption of or adverse impact on the services. This process shall be referred to as  
5 Disentanglement. The Contractor shall fully cooperate with the County, and/or any new service  
6 provider, and otherwise promptly take all steps, including, but not limited to: providing to the  
7 County, or any new service provider, all requested information or documentation, required to  
8 assist the County in effecting a complete Disentanglement. The Contractor shall provide all  
9 information or documentation regarding the services, or as otherwise needed for  
10 Disentanglement, including, but not limited to: data conversion, client files, interface  
11 specifications, training staff assuming responsibility, passwords, and related professional  
12 services. The Contractor shall provide for the prompt and orderly conclusion of all work required  
13 under the Agreement, as the County may direct, including completion or partial completion of  
14 projects, documentation of work in process, and other measures to assure an orderly transition  
15 to the County or the County's designee. All Contractor work done as part of the  
16 Disentanglement shall be performed by the Contractor and will be reimbursed by the County at  
17 no more than Contractor's costs, not to exceed the maximum compensation paid, pursuant to  
18 Article 3 of this Agreement. The Contractor shall not receive any additional or different  
19 compensation for the work otherwise required by the Agreement. The Contractor's obligation to  
20 provide the services shall not cease until the earlier of the following:

21           (A) The Disentanglement, including the performance by the Contractor of all asset-  
22 transfers and other obligations of the Contractor provided in this Section 1.7, once  
23 completed shall be deemed satisfactory to the County when so mutually agreed by both  
24 parties in writing; or

25           (B) Twelve months after the expiration of the Agreement.

26       1.8     **Prevailing Wage.** In accordance with Labor Code section 1770, et seq., the Director  
27 of the Department of Industrial Relations of the State of California has determined the general  
28 prevailing wage rates and employer payments for health and welfare, pension, vacation, travel

1 time and subsistence pay as provided for in section 1773.1, apprenticeship or other training  
2 programs authorized by section 3093, and similar purposes applicable to the work to be done.

3 Information pertaining to applicable Prevailing Wage Rates may be found on the website  
4 for the State of California – Department of Industrial Relations:

5 <http://www.dir.ca.gov/oprl/PWD/index.htm>.

6 Information pertaining to applicable prevailing wage rates for apprentices may be found  
7 on the website for the State of California – Department of Industrial Relations:

8 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

9 It shall be mandatory upon the Contractor and upon any subcontractor to pay not less  
10 than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or  
11 mechanics employed on this public work project, including those workers employed as  
12 apprentices. Further, the Contractor and each subcontractor shall comply with Labor Code  
13 sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-  
14 mentioned prevailing wage rates shall be posted by the Contractor at the job site where it will be  
15 available to any interested party.

16 The Contractor shall comply with Labor Code section 1775, and shall forfeit as a penalty  
17 to County Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each  
18 worker paid less than the prevailing wage rates for the work or craft in which the worker is  
19 employed for any work done under this project by the Contractor or by any subcontractor under  
20 the Contractor in violation of Labor Code section 1770, et seq. In addition to the penalty, the  
21 difference between the prevailing wage rates and amount paid to each worker for each calendar  
22 day or portion thereof for which each worker was paid less than the prevailing wage rate shall  
23 be paid to each worker by the Contractor or subcontractor.

24 The Contractor and each of its subcontractors shall keep a log showing the name,  
25 address, social security number, work classification, straight time and overtime hours worked  
26 each day and week, and the actual per diem wages paid to each journeyman, apprentice,  
27 worker, or other employee employed by him or her in connection with this public work project. In  
28 accordance with Labor Code section 1776, each payroll record shall be certified and verified by

1 a written declaration under penalty of perjury stating that the information within the payroll  
2 record is true and correct, and that the Contractor or subcontractor has complied with the  
3 requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its  
4 employees on this public work project. These records shall be open at all reasonable hours to  
5 inspection by the County, its officers, and agents, and to the representatives of the State of  
6 California – Department of Industrial Relations, including but not limited to the Division of Labor  
7 Standards Enforcement.

8 1.9 **Tariffs.** If the services provided by the Contractor under this Agreement are affected  
9 by:

10 (A) Any government action, executive order, tariff, duty, tax, or other government-  
11 imposed fee;

12 (B) Foreign currency exchange variation; and/or

13 (C) Other increased cost of third-party supplies, labor, and/or products arising from  
14 or related to tariffs, duties, or other government-imposed fees

15 then the Contractor shall have the right to increase pricing accordingly, as detailed in Exhibit J  
16 titled "Tariffs Addendum". The Contractor understands that any price increases will affect the  
17 compensation paid, however no additions or removals will cause the maximum compensation  
18 paid, pursuant to Article 3 of this Agreement, to be exceeded.

## 19 **Article 2**

### 20 **County's Responsibilities**

21 2.1 **County Representative.** The County shall provide a County representative to  
22 represent the County, who will work with the Contractor to carry out the Contractor's obligations  
23 under this Agreement.

24 2.2 The County Representative shall be the Information Technology Division Manager,  
25 and/or their designees.

26 2.3 The Contractor shall provide a contact person to the County Representative upon  
27 execution of this Agreement.

2.4 **Modification of Services.** The Director of Information Technology Services, or his or her designee, reserves the right at any time during the term of this Agreement to add or remove building locations and services from those listed in Exhibit A. The Contractor understands that any modifications to locations or services will affect the compensation paid, however no modifications will cause the maximum compensation paid, pursuant to Article 3 of this Agreement, to be exceeded.

### Article 3

## Compensation, Invoices, and Payments

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

3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement is \$2,400,000 for the initial three-year term ("Initial Term") of this Agreement. In the event this Agreement is extended for its first optional one-year extension ("Year 4"), the total compensation payable to the Contractor under this Agreement is \$3,200,000. In the event this Agreement is extended for its final one-year extension ("Year 5"), the total compensation payable to the Contractor under this Agreement is \$4,000,000. In the event the total maximum compensation amount in the Initial Term, Year 4 and/or Year 5 is not fully expended, the remaining unspent funding amounts shall roll over to each subsequent term's established maximum compensation.

The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided agreement number to the County of Fresno, Information Technology Services Department, Attention: Business Office, 333 W. Pontiac Way, Clovis, CA 93612, ITSDBusinessOffice@fresnocountyca.gov. Each invoice shall reference this Agreement number, the ITSD ServiceNow (REACH) number, and the date of service,. The Contractor shall submit each invoice within 60 days after the month in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

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

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

## Article 4

## Term of Agreement

4.1 **Term.** This Agreement is effective on August 19, 2025, and terminates on July 31, 2028, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

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



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 **For the County:**

6 Director of Information Technology Services  
7 County of Fresno  
8 333 W. Pontiac Way  
9 Clovis, CA 93612  
10 itsdadminoffice@fresnocountyca.gov

11 **For the Contractor:**

12 Senior Director of State, Local Government Programs  
13 Everon, LLC2441 Western Ave  
14 Las Vegas, NV 89102  
15 scottwulforst@everonsolutions.com

16 5.2 **Change of Contact Information.** Either party may change the information in section  
17 5.1 by giving notice as provided in section 5.3.

18 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
19 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
20 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
21 an overnight commercial courier service, or by Portable Document Format (PDF) document  
22 attached to an email.

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

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

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

(D) A notice delivered by PDF document attached to an email is effective when  
transmission to the recipient is completed (but, if such transmission is completed outside

1 of County business hours, then such delivery is deemed to be effective at the next  
2 beginning of a County business day), provided that the sender maintains a machine  
3 record of the completed transmission.

4 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
5 nothing in this Agreement establishes, waives, or modifies any claims presentation  
6 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
7 of Title 1 of the Government Code, beginning with section 810).

## 8 **Article 6**

### 9 **Termination and Suspension**

10 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
11 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
12 are not allocated, then the County, upon at least 30 days' advance written notice to the  
13 Contractor, may:

14 (A) Modify the services provided by the Contractor under this Agreement; or

15 (B) Terminate this Agreement.

### 16 **6.2 Termination for Breach.**

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

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

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

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

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

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

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

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

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

6.5 **County's Rights upon Termination.** Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

## Article 7

### Independent Contractor

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

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

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

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

1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
7 the performance or failure to perform by the Contractor (or any of its officers, agents,  
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
10 defend the County.

11 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

12 **Article 9**

13 **Insurance**

14 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
15 Agreement.

16 **Article 10**

17 **Inspections, Audits, and Public Records**

18 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
19 the County may examine at any time during business hours and as often as the County deems  
20 necessary, all of the Contractor's records and data with respect to the matters covered by this  
21 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
22 request by the County, permit the County to audit and inspect all of such records and data to  
23 ensure the Contractor's compliance with the terms of this Agreement.

24 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
25 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
26 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
27 years after final payment under this Agreement. This section survives the termination of this  
28 Agreement.

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

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

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

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

15          (D) This Agreement, and any record or data that the Contractor may provide to the  
16 County, is subject to public disclosure as a public record under the California Public  
17 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning  
18 with section 7920.200) ("CPRA").

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

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

27       10.4   **Public Records Act Requests.** If the County receives a written or oral request  
28 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

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

## 21 **Article 11**

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

23 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
24 or changes its status to operate as a corporation.

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

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

## Article 12

## General Terms

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

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

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

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

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

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

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

12.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3       12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

9       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
11 performance of any continuing or other obligation of the Contractor and does not prohibit  
12 enforcement by the County of any obligation on any other occasion.

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

21       12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
22 create any rights or obligations for any person or entity except for the parties.

23       12.13 **Agent for Service of Process.** The Contractor represents to County that the  
24 Contractor's agent for service of process in California, and that such agent's address for  
25 receiving such service of process in California, which information the Contractor shall maintain  
26 with the office of the California Secretary of State, is as follows:

27                       **1505 Corporation**

28                       330 N Brand Blvd



1 Glendale, CA 91203

2 Los Angeles County

3 The Contractor further represents to the County that if the Contractor changes its agent for  
4 service of process in California, or the Contractor's agent for service of process in California  
5 changes its address for receiving such service of process in California, which changed  
6 information the Contractor shall maintain with the office of the California Secretary of State, the  
7 Contractor shall give the County written notice thereof within five (5) calendar days thereof  
8 pursuant to Article 5 of this Agreement.

9 **12.14 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

15 **12.15 Electronic Signatures.** The parties agree that this Agreement may be executed by  
16 electronic signature as provided in this section.

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

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

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

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

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

11 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
12 original, and all of which together constitute this Agreement.

13 [SIGNATURE PAGE FOLLOWS]  
14  
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 EVERON, LLC

COUNTY OF FRESNO

3 *Brian Willis*

4 [Brian Willis \(Aug 8, 2025 17:17:09 PDT\)](#)

5 Brian Willis, SVP West Region

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

6 3164 Gold Camp Drive, Suite 200  
7 Rancho Cordova, CA 95670

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

9  
10 By: \_\_\_\_\_  
Deputy

11 For accounting use only:

12 Org No.: 8905  
13 Account No.: 7311  
Fund No.: 1020  
14 Subclass No.: 10000  
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## Exhibit A

### Scope of Services

The Contractor shall perform all duties, responsibilities, and obligations set forth in this Agreement, and based on the NASPO Agreement, located at <https://www.naspo.valuepoint.org/portfolio/security-fire-protection-services-2023-2032/everon-llc-formerly-adt-commercial-llc/>, incorporated herein by reference as thought fully set forth herein.

Everon shall provide servicing of, and County requested alterations to, the video surveillance system covering various County facilities. Services shall include:

- Annual Preventive Maintenance for all installed equipment.
- Response to service requests for troubleshooting and fixing system equipment issues.
- Recommendations and proposals for system improvements and expansion.
- Video system administration services.
- Training for video system administration and other equipment operation.

All parts and labor costs will be priced in line with the current NASPO Agreement, as detailed in Exhibit B.

Any and all work shall be approved by the Information Technology Division Manager, or their designee, before the Contractor commences non-scheduled services.

### STANDARD ANNUAL INSPECTION CONSIDERATIONS

The Contractor shall, on an annual basis, provide a visual inspection, examine, clean, and provide a walk test of system components as necessary for equipment on premises. System repair and equipment replacement are excluded from the annual preventive maintenance services. Lift rentals and other high reach equipment required to perform services are not excluded for from the annual preventive maintenance, but shall be charged at a different rate than equipment mounted under fifteen (15) feet.

The Contractor shall perform all inspections and/or minor adjustments to the equipment by the manufacturer's recommendations. All regularly scheduled inspections shall also be recorded or signed by the Contractor's technician. Work orders shall also show the time arrived and departed from the job.

## Exhibit A

All identified deficiencies should be documented and presented to the County.

Video Management Software (“VMS”) patch installations are included in annual servicing. Software versions (e.g., full point releases and update installations) are not part of the annual service and are scheduled separately. A Software Support Agreement (“SSA”) for ongoing access to manufacturer support and patches, as needed, and to ensure the functionality and security of the system, shall be managed and purchased separately from the annual inspection service.

### **VIDEO SURVEILLANCE SYSTEM, SPECIFIC INSPECTION DETAILS**

The Contractor shall provide an annual preventative inspection schedule that will be performed on a regular schedule, as determined by the Contractor and the County. System repair, equipment replacement, lift rentals, and other high-reach equipment are excluded. Inspections shall include the following:

#### Camera System Head End

- Check for any VMS software patches and install them as needed, on-site during the inspection, not a component of a Software Support Agreement
- Review error logs
- Review settings
- Perform a health check on all network video recorder (“NVR”) hard drives
- Document all identified discrepancies
- Verify recording storage and recommend adjustments as needed

#### Camera System Services

- Clean housing glass on all cameras as needed
- Verify IP cameras are online and recording
- Verify camera picture quality and adjust as needed
- Confirm control of PTZ functions, if applicable
- Document all identified discrepancies

## Exhibit A

- Recommend Password Rotation/Update on each device applicable and a minimum password length of 8 characters
- Ensure the Day and Time is accurate for proper timestamping of the video
- Basic training refresh on how to download and send video clips, if needed

### Power Supplies (for Analog cameras)

- Visual Inspection for damage/corrosion
- Check the Backup battery on/off charge voltage
- Check the battery installation date

## **INSTALLATION OF NEW SYSTEMS**

The Contractor shall offer installation services to the County as needed and requested by the County. The Contractor shall work with the County to understand the County's specific security needs and design a custom system that meets the County's specific requirements. Once the design is finalized and approved by the County, the Contractor's installation team shall work efficiently to install the cameras, wiring, and recording equipment in the desired locations, as well as ensure that the system is configured properly, and that the County is familiar with how to use it, inclusive of training for County staff. The Contractor shall use high-quality equipment to ensure that the video surveillance system is reliable and provides clear images, ensuring that the County have a fully functional video surveillance system. Equipment selection shall be confirmed by the County prior to ordering or installation.

## **REPLACEMENT OR UPGRADE OF SYSTEMS**

The Contractor shall replace or upgrade video surveillance systems located throughout the County, as needed and requested by the County. The Contractor shall work with the County to understand the County's specific security requirements and recommend the best replacement or upgrade options available. The Contractor shall provide detailed information on the latest technology and equipment available, along with the associated benefits and costs, to help the County make an informed decision. The Contractor shall then work efficiently to replace or

## Exhibit A

upgrade the video surveillance system, ensuring that the video surveillance system is fully functional and integrated with the existing security infrastructure.

The Contractor shall also provide training to the County to ensure that the County is familiar with the new system and know how to use it effectively.

### REMOVAL OF EXISTING SYSTEMS

The Contractor shall conduct a thorough site survey to understand the County's current security infrastructure and the scope of work required to remove the existing video surveillance system. The Contractor shall then develop a detailed plan that outlines the step-by-step process and timelines for the removal of the equipment. Upon confirmation from the County, the Contractor shall carefully remove the equipment, ensuring that no damage is caused to the facility's structure or other security systems. The Contractor shall also ensure that any exposed wiring or cables are safely removed or secured. In addition, the Contractor shall provide regular updates to the County on the progress of the work and any potential impacts to the County's facility's security.

### MAINTENANCE AND REPAIR (INCLUDING EMERGENCY REPAIRS) OF SYSTEMS

The Contractor shall respond on site to requests for emergency service within four (4) hours, including weekends and County holidays. The Contractor shall have service technicians available twenty-four (24) hours a day, seven (7) days a week, to ensure that any issues with the County's video surveillance system are addressed quickly and efficiently. In the event of an emergency services request, the Contractor shall work with the County to understand the issue and prioritize the response based on the severity of the problem, then dispatch a technician to the County site to resolve the issue. If the issue cannot be resolved on site, the technician shall provide a temporary solution and coordinate the replacement of any necessary equipment to ensure that the system is back up and running as quickly as possible.

The Contractor shall respond on site to requests for standard services within twenty-four (24) hours during normal business hours, excluding weekends and County holidays. Service

## Exhibit A

hours for a standard service request shall be billed at standard service rates. In the event of standard service request, the Contractor shall work with the County to understand the issue and prioritize the response based on the severity of the problem, then dispatch a technician to the County site to resolve the issue. If the issue cannot be resolved on site, the technician shall provide a temporary solution and coordinate the replacement of any necessary equipment to ensure that the system is back up and running as quickly as possible.

The Contractor's technicians and repair personnel shall try to carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched but may be unable to do so due to availability of products. If the exact product required for a repair or replacement is not available in the technician's inventory, the County shall be given a choice of alternative products that are compatible with the County's system, and the technician shall provide detailed information on the benefits and costs associated with each option. Parts shall be ordered as required to replace, repair, and/or maintain each system if not currently available in the technician's or Contractor's inventory.

### **INTEGRATION TO EXISTING SYSTEMS AS REQUESTED**

The Contractor shall provide the ability to integrate with the County's existing video surveillance systems to allow for seamless integration and the ability to expand and upgrade existing systems without the need for a complete overhaul.

The Contractor shall provide and install all necessary equipment, including wires and fasteners, to complete the installation of a video surveillance system.

When applicable, the Contractor shall provide the option to use video cards for video surveillance, allowing for efficient storage and retrieval of high-quality video footage.

The Contractor shall offer video cards with various capacity sizes to meet all potential needs, and the capacity and specifications are determined by the County.

The Contractor shall provide a flexible approach to video surveillance services, including the option for the County to either build their own stand-alone computer to run the system or request that the Contractor build it for them.



## Exhibit A

The Contractor shall offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards. As a national provider of video surveillance services, the Contractor has the ability to access most video surveillance camera manufacturers, offering a wide range of products and solutions to meet the County's unique needs.

### **VIDEO SYSTEM ADMINISTRATION SERVICES**

As needed by the County, the Contractor shall provide system administration services for server user accounts and passwords, as well as deployment of VMS client applications. Existing County servers may also be evaluated as to their storage capacity requirements for one (1) year of video archiving.

The Contractor shall take responsibility for video server maintenance including security patches, operating system ("OS") and VMS software updates, storage and drive health monitoring, as needed. Otherwise, the County Information Technology Services Department shall serve as the primary system administrators.

The server administration functions managed by the Contractor may include, but are not limited to, the following:

- User accounts' setup, password management, system reports (arranged for by issue of service tickets, priced on a Time and Materials basis per NASPO Agreement rates);
- Deployment of VMS Client Applications (by service ticket & based on Customer client licenses purchased separately from the service agreement); and
- Installation of security patches, version updates, review of drive health and storage capacity.

For video servers operating and being viewed locally only, the installation of security patches, server password updates, and/or a report on drive health and storage capacity shall take place on site as part of the annual preventive maintenance service.

Version updates, when issued by the software platform, shall be handled as separate projects and would follow NASPO Agreement pricing and terms.

## Exhibit A

The Contractor shall provide comprehensive administrator-level training to County Information Technology Services Department personnel to enable independent system management. This includes training on account creation, VMS configuration, patch validation, and system health review. Training requests will be made by the County either as service tickets or project requests subject to NASPO Agreement pricing.

All administrative changes, including user account modifications, password resets, VMS client deployments, and network-level configurations, shall require prior written approval from designated County Security administrators. The Contractor shall not initiate system changes without documented County authorization.

### **NVR & IP VIDEO MANAGEMENT FROM THE CONTRACTOR NETWORK OPERATIONS CENTER (NOC)**

For those certain servers that are covered under video system administration services, the Contractor's network services are available for ongoing administrative support twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year (24/7/365). These services include:

- Health monitoring of the system
- Recorder operating system patching
- Setting up email alerts to point to our NOC ticketing system
- Video Management System & Camera Patching
- Creation of the Dispatch Policy in which the County would design the procedure on how they want the alerts & dispatch to be handled
- 24/7/365 Monitoring of alerts
  - 1-hour response time to react to initial alert
  - 4-hour response time to remotely resolve or request dispatch (truck roll)

The Contractor shall engage the County's Information Technology Services Department for subnet creation, including but not limited to port requests and IP address assignment. The Contractor is required to provide installation location information for each device in advance of

## Exhibit A

the scheduled install with Model and Manufacturer information, including the MAC address of the device. The County shall identify and verify if network ports are available and assign IP addresses to the devices.

## 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.

All annual preventative maintenance costs will be priced in line with the current NASPO Agreement. Table 1 below is a listing of multiple locations that house video servers and associated cameras, providing a sampling of camera counts and preventive maintenance service costs. Future locations added will be priced with the same methodology as those included in the sampling. Service costs are pro-rated for monthly service-invoicing and are billed in advance of service. The service work shall commence no later than one (1) month following the execution and processing of the services agreement between the County and the Contractor.

**Table 1 - Annual Preventive Maintenance Costs for the Listed Locations:**

Server or Location Name	Address	Camera Count	Indoor	Indoor >15'	Outdoor	Outdoor >15'	Monthly	Annual Total
Animal Control	1510 W Dan Ronquillo Drive, Fresno 93706	15	12	0	3	0	\$94.53	\$1,134.40
Clerk	2220 Tulare St., Fresno 93721	10	10	0	0	0	\$58.67	\$704.00
Crocker	2135 Fresno St., Fresno 93721	7	5	0	2	0	\$53.87	\$646.40
District Attorney	2100 Tulare St., Fresno 93721	16	14	0	2	0	\$94.67	\$1,136.00
Environmental Compliance Center (ECC)	310 S West Ave., Fresno, 93706	5	3	0	2	0	\$44.80	\$537.60
Health and Wellness Center (HAWC)	1925 E Dakota Ave., Fresno, 93726	10	6	0	0	4	\$165.58	\$1,986.96
Brix/Mercer	1221 Fulton Mall, Fresno, 93721	10	6	0	3	1	\$138.78	\$1,665.36
Hall of Records (HOR)	2281 Tulare St, Fresno, 93721	3	3	0	0	0	\$26.93	\$323.20
Plaza-3-4	2220 Tulare St., Fresno 93721	29	28	0	1	0	\$149.20	\$1,790.40
Plaza	2220 Tulare St., Fresno 93721	29	29	0	0	0	\$144.80	\$1,737.60
Recorders	1250 Van Ness, Fresno 93721	33	29	0	4	0	\$180.53	\$2,166.40
Rowell	2100 Tulare St., Fresno 93721	39	31	0	0	8	\$324.63	\$3,895.59
Weights & Measures (WAM)	4535 East Hamilton Ave., Fresno 93702	3	2	0	0	1	\$68.10	\$817.19
DSS1 Bldg. 1 (Client Services).	3500 Never Forget Lane, Clovis 93612	27	19	0	2	6	\$278.11	\$3,337.36

## Exhibit B

Server or Location Name	Address	Camera Count	Indoor	Indoor >15'	Outdoor	Outdoor >15'	Monthly	Annual Total
DSS3 Bldg. 3 (Adult Services)	250 W Pontiac Way, Clovis 93612	14	6	0	8	0	\$112.00	\$1,344.00
DSS5 Bldg. 5 (Child Services)	380 W. Ashlan, Clovis, 93612	13	13	0	0	0	\$72.27	\$867.20
DSS Bldg. 2 (Admin)	205 W Pontiac Way, Clovis 93612	13	7	0	6	0	\$98.67	\$1,184.00
Heritage (DSS)	3151 N Millbrook Ave., 93726	13	5	0	2	6	\$188.90	\$2,266.79
Betty Rodriguez Library	3040 N Cedar Ave., Fresno 93703	6	0	0	0	6	\$174.11	\$2,089.36
Central Library	2420 Mariposa, Fresno 93721	11	6	0	3	2	\$156.65	\$1,879.76
Fowler Library	306 S Seventh, Fowler 93625	4	4	0	0	0	\$13.33	\$160.00
Woodward Park Library	944 E Perrin, Fresno 93720	8	1	0	5	2	\$151.85	\$1,822.16
Orange Cove Library	815 Park Blvd., Orange Cove 93646	6	3	0	3	0	\$107.31	\$1,287.76
Tranquility Library	25561 W Williams, Tranquility 93668	4	0	0	4	0	\$102.65	\$1,231.76
		<b>328</b>	242	0	50	36	<b>\$3,000.94</b>	<b>\$36,011.25</b>

All parts and labor costs will be priced in line with the current NASPO Agreement. Labor rates are detailed in Table 2 below. Equipment pricing is set by the NASPO Agreement with its limits to pricing markup over vendor costs that can be charged. These parts and labor cost determinations apply for any work addressing system repairs, installs, or other project-related needs, as agreed upon by the Contractor and the County.

Should any employee, subcontractor, or other representative of the Contractor experience a lockdown situation, as described in Exhibit F, that extends beyond the previously agreed upon labor hours, any hours in excess of what has already been approved will be charged at the rates provided in Table 2.

**Table 2 – Surveillance Services and Equipment Pricing**

Surveillance Services	Unit	Rate
Maximum Labor Rate (for any title)	Per Hour	\$ 244.00

## Exhibit B

Install - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 155.00
Install - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 194.00
Install - Weekend/Holiday Labor Rate	Per Hour	\$ 244.00
Repair - Telephone Support	Per Hour	\$ -
Repair - Maximum Labor Rate (for any title)	Per Hour	\$ 260.00
Repair - Standard Labor Rate (8a-5p, M-F)	Per Hour	\$ 160.00
Repair - After Hours Labor Rate (5p-8a, M-F)	Per Hour	\$ 210.00
Repair - Weekend/Holiday Labor Rate	Per Hour	\$ 260.00
Monitoring/Maintenance - Option A	Per Device/Per Month	\$ -
Monitoring/Maintenance - Option B (Service Plan)	% of system cost	18.00%
Materials Mark-up	% of contractor cost	39.00%
Subcontractor Mark-up	% of subcontractor cost	25.00%
<b>Other Labor Categories (cannot exceed max rate above):</b>	<b>Unit</b>	<b>Rate</b>
Administrator/Project Support	Per Hour	\$ 110.00
CAD/Design Specialist	Per Hour	\$ 142.00
Project Manager	Per Hour	\$ 155.00
Senior Project Manager	Per Hour	\$ 229.00

## Exhibit B

Project Engineer	Per Hour	\$ 187.00
Senior Project Engineer	Per Hour	\$ 237.00
Project Programmer	Per Hour	\$ 155.00
Senior Project Programmer	Per Hour	\$ 195.00
Enterprise Solutions Group	Per Hour	\$ 180.00

Service labor rates will vary from year to year in keeping with NASPO Agreement rates. Equipment pricing is limited to parts costs plus markup limits defined by the NASPO Agreement.

**Table 3 – NVR & IP Management Services Pricing**

Service	Unit	Rate
Server Management	Per Month	\$ 49.00
Camera/Encoder Management	Per Month	\$ 5.00

## **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, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

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

**Definition of Cyber Risks.** “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Exhibit I of 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 Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If the Contractor 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 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, 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

## Exhibit D

insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor'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 Contractor.

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

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

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

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely

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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.

## Vendors, Volunteers and Student Interns

### 309.1 PURPOSE AND SCOPE

This policy establishes guidelines for using Juvenile Justice Campus vendors, volunteers, and student interns, to supplement and assist Department personnel in their duties. Vendors and volunteers are staff members who can augment Department personnel and help complete various tasks.

#### 309.1.1 DEFINITIONS

Definitions related to this policy include:

**Student intern** - A college, university, or graduate student gaining practical experience in a chosen field while performing services the intern's field while under supervision.

**Vendor** - An individual representing a company, outside agency, or non-profit organization, who is assigned to one of our facilities, performs a service for the Department, and may receive compensation for services rendered.

**Volunteer** - An individual who performs a service for the Department without promise, expectation, or receipt of compensation for services rendered. This may include unpaid chaplains and student interns.

### 309.2 POLICY

The Fresno County Probation Department shall ensure that vendors, volunteers and student interns are properly appointed, trained, and supervised to carry out specified tasks and duties in order to create an efficient Department and improve services to the community.

### 309.3 ELIGIBILITY

Requirements for participation as a vendor, volunteer or student intern for the Department may include but are not limited to:

- (a) Being at least 18 years of age.
- (b) Possession of liability insurance for any personally owned equipment, vehicles, or animals utilized during volunteer or student intern work.
- (c) No conviction of a felony, any crime of a sexual nature or against children, any crime related to assault or violence, any crime related to dishonesty, or any crime related to impersonating a law enforcement officer.
- (d) Ability to meet physical requirements reasonably appropriate to the assignment.
- (e) A background history and character suitable for a person representing the Department, as validated by a background investigation.

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The Chief Probation Officer or the authorized designee may allow exceptions to these eligibility requirements based on organizational needs and the qualifications of the individual.

**309.4 RECRUITMENT, SELECTION, AND APPOINTMENT**

The Fresno County Probation Department shall endeavor to recruit and appoint only those applicants who meet the high ethical, moral, and professional standards set forth by this Department.

**309.4.1 RECRUITMENT**

Volunteers and student interns are recruited on a continuous basis consistent with Department policy on equal opportunity, nondiscriminatory employment terms. A primary qualification for participation in the application process should be an interest in and an ability to assist the Department in serving the public.

Requests for volunteers and student interns should be submitted in writing by interested Department staff members to the Personnel Unit through the requester's immediate supervisor. A complete description of the volunteer's or intern's duties and a requested time frame should be included in the request. All Department staff members should understand that the recruitment of volunteers and student interns is enhanced by creative and interesting assignments.

Vendors are recruited/selected in accordance with the Fresno County Purchasing Office contract/agreement process.

**309.4.2 SELECTION**

Vendor, volunteer and student intern candidates shall successfully complete the following process before appointment:

- (a) Submit the appropriate written application.
- (b) Current TB skin test (completed within the last 6 months).
- (c) Successfully complete an appropriate-level background investigation, which may include fingerprinting, and/or obtaining information from local, state, federal and Department of Motor Vehicle databases.

**309.4.3 APPOINTMENT**

Volunteers and student interns shall be placed only in assignments or programs consistent with their knowledge, skills, and abilities and the needs of the Department. Volunteers' and student interns' interests will be considered when placed in assignments.

Volunteers and student interns serve at the discretion of the Chief Probation Officer.

Vendors are appointed and placed in accordance with the Fresno County Purchasing Office contract/agreement.

**309.5 IDENTIFICATION**

As representatives of the Department, vendors, volunteers and student interns are responsible for presenting a professional image to the community. Vendors, volunteers and student interns shall dress appropriately for the conditions and performance of their duties, in compliance with Personal

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Appearance Standards and Uniform and Non-Uniform attire policies unless excluded by the Department. Necessary safety equipment will be provided.

Vendor, volunteers and student interns will be issued Fresno County Probation Department identification cards, which must be carried at all times while on-duty. The identification cards will be the standard Fresno County Probation Department identification cards, except that "Volunteer" or "Student Intern" will be indicated on the cards.

**309.6 PERSONNEL WORKING AS STUDENT INTERNS**

Qualified regular Department personnel, when authorized, may also serve as student interns. However, this Department shall not utilize the services of student interns such a way that it would violate employment laws or collective bargaining agreements or memorandums of understanding (e.g., an officer participating as a student intern for reduced or no pay). Therefore, staff members shall consult with the Personnel Unit prior to allowing regular department personnel to serve in a student intern capacity (29 CFR 553.30).

**309.7 PERSONNEL UNIT**

The function of the Personnel Unit is to provide a central coordinating point for effective volunteer management within the Department, and to direct and assist efforts to jointly provide more productive volunteer services.

The responsibilities of the Personnel Unit include but are not limited to:

- (a) Recruiting, selecting, and training qualified volunteers and student interns.
- (b) Maintaining records for each vendor, volunteer and student interns.
- (c) Completing and disseminating, as appropriate, all necessary paperwork and information.
- (d) Maintaining a liaison with colleges and universities that provide student interns to promote the intern program with both students and the educational system.
- (e) Maintaining volunteer and student intern orientation and training materials and outlining expectations, policies, and responsibilities for all volunteers and student interns.

**309.8 DUTIES AND RESPONSIBILITIES**

Volunteers assist department personnel as needed. Assignments of volunteers may be to any division within the Department, as needed. Volunteers should be placed only in assignments or programs consistent with their knowledge, skills, interests, abilities and the needs of the Department. Student interns should be assigned to areas that meet the needs of both their educational program and the Department. Vendors will be assigned per the contract/agreement.

**309.8.1 COMPLIANCE**

Vendors, volunteers and student interns shall be required to adhere to all Department policies and procedures. Policies and procedures are available on the Department website and will be made available to each vendor, volunteer, and student intern upon appointment. The vendor, volunteer and student interns shall become thoroughly familiar with these policies and procedures as directed



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by the Chief Probation Officer or the authorized designee.

Whenever a rule, regulation, or guideline in this Custody Manual refers to regular Department personnel, it shall also apply to a vendor, volunteers and student interns, unless by its nature it is inapplicable.

Vendors, volunteers and student interns are required by this Department to meet Department-approved training requirements as applicable to their assignments.

**309.9 TASK-SPECIFIC TRAINING**

Task-specific training is intended to provide the required instruction and practice for vendors, volunteers and student interns to properly and safely perform their assigned duties. Training should correspond to the assignment as determined by the program coordinator.

Vendors, volunteers and student interns will be provided with an orientation program to acquaint them with the policies of the Department and procedures applicable to their assignments.

Vendors, volunteers and student interns should receive position-specific training to ensure they have adequate knowledge and skills to complete the required tasks. They also should receive ongoing training as deemed appropriate by their supervisors or the volunteer or student intern coordinator.

Training should reinforce to vendors, volunteers and student interns that they shall not intentionally represent themselves as, or by omission give the impression that they are, officers or other full-time staff members of the Department. They shall always represent themselves as vendors, volunteers or student interns.

All vendors, volunteers and student interns shall comply with the standards of conduct and with all applicable orders and directives, whether oral or written, issued by the Department.

**309.9.1 STATE REQUIREMENTS**

The vendor, volunteer and student intern initial orientation shall include the following: safety and security issues and anti-discrimination policies.

**309.10 SUPERVISION**

Each vendor, volunteer or student intern must have a clearly identified supervisor who is responsible for direct management of that individual. This supervisor will be responsible for day-to-day management and guidance of the work of the vendor, volunteer or student intern and should be available for consultation and assistance.

Functional supervision of vendors, volunteers and student interns is the responsibility of the supervisor or the authorized designee in charge of their assigned duties. The following are some considerations that supervisors or the authorized designee should keep in mind while supervising vendors, volunteers and student interns:

- (a) Take the time to introduce vendors, volunteers and student interns to staff members on all levels.
- (b) Ensure vendors, volunteers and student interns have work space and necessary office

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supplies.

- (c) Make sure the work is challenging. Do not hesitate to give vendors, volunteers and student interns assignments or tasks that will utilize these valuable resources.
- (d) Ensure the work for student interns meets the needs of their educational program, while also meeting the needs of the Department.

**309.10.1 EVALUATIONS**

Student interns may need evaluations as a requirement of their educational program.

**309.10.2 FITNESS FOR DUTY**

No vendor, volunteers or student intern shall report for work or be at work when the individual judgment or physical condition has been impaired due to illness or injury, or by the use of alcohol or drugs, whether legal or illegal.

Vendors, volunteers and student interns shall report to their supervisors any change in status that may affect their ability to fulfill their duties. This includes but is not limited to:

- (a) Driver's license
- (b) Arrests.
- (c) Criminal investigations.
- (d) All law enforcement contacts.

**309.11 INFORMATION ACCESS**

Vendors, volunteers and student interns should not have access to or be in the vicinity of criminal histories, investigative files, or information portals. Unless otherwise directed by a supervisor, the duties of the position, or Department policy, all such information shall be considered confidential. Only that information specifically identified and approved by authorized staff members shall be released. Confidential information shall be given only to persons who have a need and a right to know as determined by Department policy and supervisory personnel.

A vendor, volunteer or student intern whose assignment requires the use of, or access to, confidential information will be required to be fingerprinted to the California Department of Justice to obtain clearance. Vendors, volunteers and student interns working this type of assignment shall receive training in data practices and shall be required to sign a CLETS Employee/Volunteer Statement before being given an assignment with the Department. Subsequent unauthorized disclosure of any confidential information verbally, in writing, or by any other means by the vendor, volunteer, or student intern is grounds for immediate dismissal and possible criminal prosecution.

Vendors, volunteers and student interns shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to newspapers or other periodicals, release or divulge any information concerning the activities of the Department, or maintain that they represent the Department in such matters without permission from the proper Department personnel.

**309.11.1 RADIO AND DATABASE ACCESS USAGE**

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The supervisor or the authorized designee shall ensure that radio and database access training is provided for vendors, volunteers, and student interns whenever necessary.

**309.12 EQUIPMENT**

Any property or equipment issued by the Department shall be for official and authorized use only. Any property or equipment issued to a vendor, volunteer or student intern shall remain the property of the Department and shall be returned at the termination of service.

**309.13 TERMINATION OF SERVICES**

If a vendor or volunteer is the subject of a personnel complaint or becomes involved in an internal investigation, the matter shall be investigated in compliance with the Personnel Complaints Policy. If a student intern is the subject of or is involved in an internal investigation, the coordinator of the educational program that sponsors the intern should be notified.

Vendors and volunteers are considered at-will and may be removed from service at the discretion of the Chief Probation Officer or the authorized designee, with or without cause. Vendors and volunteers shall have no property interest in their continued appointments. Vendors and volunteers may resign from service with the Department at any time. It is requested that vendors and volunteers who intend to resign provide advance notice and a reason for their decision.

**309.14 ISSUED DATE**

- 02/18/2022

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## **Emergency Procedures - Facilities (Title 15, § 1327)**

### **400.1 PURPOSE AND SCOPE**

The purpose of this policy is to establish a plan to appropriately respond to emergencies within the facility and to ensure all affected staff members receive timely training regarding emergency response. This policy is intended to protect the community, staff members, visitors, youth, and all others who enter the Juvenile Justice Campus (JJC), while allowing the facility to fulfill its primary purpose (15 CCR 1327).

Facility emergencies related to fire will be addressed in the Fire Safety Plan Policy.

### **400.2 POLICY**

It is the policy of this Department to have emergency response plans in place to quickly and effectively respond to and minimize the severity of any emergency within the facility.

### **400.3 EMERGENCY PROCEDURES**

The Chief Probation Officer or the authorized designee shall develop, publish, and periodically review and update facility-specific policies, procedures, and emergency response plans that shall include but not be limited to (15 CCR 1327):

- (a) Escapes, disturbances, and the taking of hostages.
- (b) Civil disturbances, active shooters, and terrorist attacks.
- (c) Fire and natural disasters.
- (d) Periodic testing of emergency equipment.
- (e) Mass arrests.
- (f) Emergency evacuation of the facility (see the Emergency Evacuation Plan Policy).
- (g) A program to provide all youth supervision staff members with an annual review of emergency procedures.
- (h) Other emergencies as needs are identified.

The facility emergency response plans are intended to provide all staff members with current methods, guidelines, and training for minimizing the number and severity of emergency events that may threaten the security of the facility or compromise the safety of staff members, youth, or the community.

The emergency response plans are intended to provide information on specific assignments and

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tasks for staff members. Where appropriate, the emergency response plans will include persons and emergency departments to be notified.

The emergency response plans shall include procedures for continuing to house youth in the facility, the identification of alternative facilities outside the boundaries of the disaster or threat and the potential capacity of those facilities, youth transportation options, and contact information for allied agencies.

The emergency response plans shall be made available to all staff members, contractors, and volunteers working in the facility as needed. Confidential policies and procedures that relate to the security of the facility may be kept in a separate manual (15 CCR 1327).

**400.3.1 EMERGENCY SUSPENSION OF REQUIREMENTS**

The Chief Probation Officer or the authorized designee shall authorize only those regulations directly affected by the emergency to be suspended. When a suspension occurs for longer than three days, the Chief Probation Officer or the authorized designee shall notify the Board of State and Community Corrections in writing. In no event shall a suspension continue for more than 15 days without the approval of the Chairperson of the Board of State and Community Corrections for a time specified by the Chairperson (see the Emergency Suspension of Standards or Requirements attachment).

**400.4 LOCKDOWN**

Upon detecting any significant incident that threatens the security of the facility, such as a riot, power outage or hostage situation, staff members shall immediately notify Institutional Core Central Control (ICCC) and the Watch Commander. The Watch Commander may determine whether to order a partial or full lockdown of the facility and shall notify the Deputy Chief or the authorized designee as soon as practicable.

If a lockdown is ordered, all youth will be directed back to their housing areas. All youth in transit within the facility will either be escorted back to their housing areas or to another secure location. The Watch Commander should instruct staff members not directly involved in the lockdown to escort any visitors and nonessential contractors out of the facility.

A head count shall be immediately conducted for all youth, visitors, contractors, volunteers, and staff members. The Watch Commander shall be immediately notified of the status of the head count. If any person is unaccounted for, the Watch Commander shall direct an immediate search of the facility and notify the Chief Probation Officer or the authorized designee as soon as practicable.

All visitors and volunteers will be required to enter through the lobby and sign the visitor logbook when they enter and leave the facility. If the lobby is closed, the visitor logbook will be placed in a designated area for them to sign accordingly. ICCC shall log in all vehicles and the number of people in the vehicle. In the event the camera or speaker box is not working, the ICCC officer shall work with security officers to determine the number of people in the vehicle. When leaving the facility, the maintenance/contractor worker(s) shall call ICCC if the camera or speaker box is not working properly to inform them they are leaving the facility. The ICCC officer shall log that the

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maintenance/contractor(s) left the facility.

Lockdown shall not be used as a form of punishment. It is only intended to facilitate order and maintain security of the JJC.

**400.5 HUNGER STRIKE**

Upon being made aware that one or more youth is engaging in a hunger strike, the staff member will notify the Watch Commander, who will notify the Chief Probation Officer or the authorized designee. The Chief Probation Officer or the authorized designee should evaluate the basis for the strike and seek an appropriate resolution.

The Chief Probation Officer or the authorized designee shall notify the youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) of the incident and periodically provide updates on the status of the youth.

**400.5.1 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**

The Chief Probation Officer or the authorized designee shall notify the Medical Director to review, coordinate, and document any medical actions taken, based on protocols and/or at the direction of qualified health care professionals, in response to a hunger strike.

Qualified health care professionals shall monitor the health of any youth involved in a hunger strike and make recommendations to the Chief Probation Officer or the supervisory staff member responsible for oversight of the incident.

If a youth is engaging in a hunger strike due to a mental condition, the appropriate medical protocols for mental health will be followed.

**400.5.2 RESPONSE TO HUNGER STRIKES**

Beginning at the line staff member level, a resolution to grievances shall be sought at the lowest level. The Youth Grievances Policy shall guide staff members on resolving youth grievances.

If the hunger strike remains unresolved, the Chief Probation Officer or the authorized designee may direct the appropriate staff member to observe the room area, including trash containers, of the youth involved for evidence of food items and of food hoarding.

**400.5.3 LEGAL GUIDANCE**

If attempts to resolve the grievance are unsuccessful or not reasonably possible, the Chief Probation Officer shall consider consulting with legal resources as appropriate to develop other steps to resolve the issues.

**400.6 RESPONSE TO DISTURBANCES**

Staff members shall attempt to minimize the disruption to normal facility operations caused by a disturbance by attempting to isolate and contain the disturbance to the extent possible. Staff members when applicable shall immediately notify the Chief Probation Officer through the chain of command of the incident (15 CCR 1327).

**400.6.1 NOTIFICATIONS**

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The Watch Commander shall notify the Chief Probation Officer or the authorized designee of the disturbance as soon as practicable through the chain of command.

The Chief Probation Officer or the authorized designee shall notify the involved youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) as soon as practicable (15 CCR 1327).

**400.6.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**

If medical action reasonably appears necessary, the Chief Probation Officer or the authorized designee shall notify the appropriate qualified health care professionals to review, coordinate, and document medical actions based on protocols and/or at the direction of the Medical Director (15 CCR 1327).

**400.6.3 REPORTING**

The Chief Probation Officer or the authorized designee shall order that an incident report be completed with the details of the disturbance no later than the end of the shift (see the Report Preparation Policy). If appropriate, a crime report shall be initiated, and prosecution sought (15 CCR 1327).

**400.7 RIOTS**

Riots occur when youth forcibly and/or violently take control, or disrupt in large numbers with violence or attempt to take control of any area within the Juvenile Justice Campus.

Staff members shall make reasonable attempts to prevent youth-on-youth violence but shall also take measures to avoid aggravating the problem and making the situation worse (15 CCR 1327).

**400.7.1 RESPONSE TO RIOTS**

Once the area of the disturbance is secured and isolated from other areas of the facility, time is generally on the side of officers. If possible, the process of quelling the disturbance should slow down so officers can develop response plans, ensure there are adequate facility personnel to effectively take the required actions, and ensure that responding officers are appropriately equipped with protective gear.

Officers shall evaluate their response given the totality of circumstances in any situation, but generally shall not enter the space where a riot is occurring until sufficient officers are present to safely suppress the riot. Nothing in this policy shall prohibit any staff member from assisting other staff members who are being assaulted.

Other housing units must be secured, with sufficient officers remaining at their posts to continue to supervise the unaffected units.

If officers are unable to contain, control, and resolve the riot, a request for assistance shall be made to the appropriate law enforcement agency (see the Mutual Aid section in this policy). The request shall be made by the Chief Probation Officer or the authorized designee. When the riot has been suppressed, all involved officers must immediately return to their assigned posts and normal operations should resume.

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All youth who have participated in a riot shall be separated and secured as soon as practicable. If necessary, injured youth shall receive a medical evaluation and treatment. If an injured youth is medically cleared to remain in the Juvenile Justice Campus, the youth will be reclassified and moved to appropriate housing. If a crime has occurred with injury or death due to the riot, the Fresno Sheriff's Office shall be notified to investigate the matter (15 CCR 1327).

**400.7.2 QUALIFIED HEALTH CARE PROFESSIONAL RESPONSE**

If necessary, a Watch Commander or the authorized designee should notify the qualified health care professionals and identify a staging area for medical emergency responders and for medical triage.

The Medical Director or the authorized designee shall be included in developing the response plan as it relates to the potential for a medical response, medical triage and treatment activities, and the safety and security of medical staff members during the incident (15 CCR 1327).

**400.7.3 NOTIFICATIONS**

As soon as practicable, the Watch Commander or a responsible officer shall notify the Chief Probation Officer or the authorized designee.

The Chief Probation Officer or the authorized designee shall notify any involved youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) (15 CCR 1327).

**400.7.4 REPORTING**

The Chief Probation Officer or the authorized designee shall order that a report be written detailing the incident by the end of the shift (see the Report Preparation Policy) unless approved by a supervisor to be completed at a later time (15 CCR 1327).

**400.8 HOSTAGES**

The Department does not recognize the taking of hostages as a reason to relinquish control of the Juvenile Justice Campus. Signage will be posted in the lobbies, and visiting area that JJC is a no hostage facility.

It is the policy of the Fresno County Probation Department to use all available resources reasonably necessary to bring about a successful end to a hostage situation (15 CCR 1327).

**400.8.1 RESPONSE TO HOSTAGE INCIDENT**

Institutional Core Central Control (ICCC) should immediately be notified at the earliest sign of a hostage incident. Institutional Core Central Control (ICCC) shall notify the Chief Probation Officer through the chain of command as soon as practicable.

**400.8.2 The Chief Probation Officer or the authorized designee shall make every effort to ensure that the hostage incident remains confined to the smallest area possible. All door controls accessible to youth shall be disabled. Emergency exits that lead outside the secure perimeter shall be guarded (15 CCR 1327).NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**



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At the direction of the Watch Commander or the authorized designee, the qualified health care professionals shall be notified in order to identify a location and form a logistical plan for medical triage. The location also shall serve as a medical staging area for other medical emergency responders (15 CCR 1327).

**400.8.3 HOSTAGE RESCUE**

Communications with the hostage-taker should be established as soon as practicable. The Watch Commander or the authorized designee shall document, if known, the number of hostages, any demands, and any injuries. No promises or denials will be made until a hostage negotiator arrives on scene. Hostage-taker demands for officers to open doors will not be met. A hostage rescue team should be immediately summoned, and the established protocols for resolving the situation shall be implemented. The Chief Probation Officer or the authorized designee shall be consulted regarding decisions faced by the hostage rescue team (15 CCR 1327).

**400.8.4 REPORTING**

Following the conclusion of a hostage incident, the Chief Probation Officer or the authorized designee shall order that an incident report be completed by the end of the shift (see the Report Preparation Policy) unless approved by as supervisor at a later time (15 CCR 1327).

**400.9 ESCAPES**

Upon being made aware that an escape may have occurred or did occur, the staff member shall notify the on-duty Watch Commander. The Watch Commander shall notify the Chief Probation Officer through the chain of command as soon as practicable.

Once the escape is verified and immediate actions have been taken inside the facility (e.g., lockdown), the Watch Commander should ensure that all local law enforcement agencies are notified (15 CCR 1327).

**400.9.1 YOUTH COUNTS**

As soon as the facility is fully locked down, a full youth head count should be taken.

All youth who are outside of the secure perimeter of the facility (e.g., court, work details) shall be located and identified. The identity of any missing youth shall be disclosed, and the youth's facility record shall be accessed by the Chief Probation Officer or the authorized designee (15 CCR 1327).

**400.9.2 SEARCH**

Concurrent with the lockdown, the area surrounding the facility shall be searched for the escapee. Areas where a youth may be hiding or may have discarded clothing shall be searched first. Any witnesses shall be interviewed.

Booking staff members will develop a flyer with the youth's name, description, latest picture, classification status, and charges, and supply it to other staff members and local law enforcement. Local law enforcement shall also be given the youth's last known address and a list of associates (15 CCR 1327).

**400.9.3 REPORTING**

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Following the conclusion of an attempted escape or an escape, the Chief Probation Officer or the authorized designee shall order that an incident report be completed by the end of the shift. The incident report shall focus on events and physical plant weaknesses that contributed to the escape (see the Report Preparation Policy). The Deputy Chief shall review the reports, interview involved parties, and develop action plans to minimize the risk of future occurrences (15 CCR 1327).

**400.10 CIVIL DISTURBANCES OUTSIDE OF THE DETENTION FACILITY**

Upon being notified that Juvenile Justice Campus space will be needed in response to a civil disturbance, potentially involving mass arrests, the Watch Commander shall notify the Chief Probation Officer or the authorized designee (15 CCR 1327).

**400.11 DEBRIEFING**

All responding staff members, including medical responders, shall be debriefed, as determined by the Chief Probation Officer or the authorized designee, on serious facility emergencies as soon as practicable after the conclusion of the incident. The staff members shall examine the incident from the perspective of what worked, what actions were less than optimal, and how the response to a future incident might be improved. Depending on the degree of the situation, it may be necessary to bring in Mental Health professionals to help facilitate the debriefing to include any youth involved.

If appropriate, the details of the incident will be used to develop a training course for responding to facility disturbances. The goal of any debriefing process is continuous improvement. The debriefing shall be focused on the incident, an improved response, and systemic changes that may be required. A moderator shall ensure that no individual or group involved in the response is publicly ridiculed.

**400.12 EMERGENCY HOUSING OF YOUTH**

The Chief Probation Officer or the authorized designee shall develop a plan on the emergency housing of youth in the event of a full or partial evacuation of the facility. The plan shall address when youth should be housed in place, identification of alternate facilities and the potential capacity of those facilities, youth transportation options, and contact information for allied agencies. This plan shall be reviewed at least annually and revised if necessary.

**400.13 MUTUAL AID**

The magnitude and anticipated duration of a facility emergency may necessitate interagency cooperation and coordination. The Deputy Chief shall ensure that any required memorandums of understanding or other agreements are properly executed, and that any anticipated mutual aid is requested and facilitated for the safe keeping and transportation of youth during the facility emergency and evacuation process (see the Emergency Evacuation Policy). For a large-scale emergency response, see the Emergency Evacuation Policy and Emergency Staffing Policy.

When another agency requests assistance from this Department, the Deputy Chief or authorized designee may authorize, if available, an appropriate number of personnel to assist. Staff members are reminded that their actions when rendering assistance must conform with applicable laws and be consistent with the policies of this Department.

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When mutual aid assistance is rendered, a report shall be prepared and submitted by the handling staff member unless otherwise directed by a supervisor (15 CCR 1327).

**400.14 REVIEW OF EMERGENCY PROCEDURES**

The Deputy Chief shall ensure that there is a review of emergency procedures at least annually (15 CCR 1327). This review shall be documented and placed in the staff member's JJC and Departmental training file. This review should also include the signatures or initials of the staff members responsible for the review. At a minimum, the review shall include:

- (a) Assignment of staff members to specific tasks in emergency situations.
- (b) Instructions for using the alarm systems and signals.
- (c) Systems for the notification of appropriate persons outside the facility.
- (d) Information on the location and use of emergency equipment in the facility.
- (e) Description of evacuation routes and procedures.

**400.15 FIRE**

This Department shall identify and conform to applicable federal, state, and/or local fire safety codes, and establish a process for creating, disseminating, and training all individuals in the facility on the emergency plans for fire safety and evacuation (see the Fire and Life-Safety Policy, Juvenile Detention Manual Policy, and Fire Safety Plan Policy).

**400.16 NATURAL DISASTER**

The Chief Probation Officer or the authorized designee shall be prepared to operate a safe and secure facility in the event of a natural disaster emergency.

**400.17 OTHER TYPES OF EMERGENCIES**

Facility emergencies that could negatively affect the good order of the facility and the safety of staff members, youth, contractors, volunteers, and visitors include but are not limited to an outbreak of infectious disease, a work stoppage or strike by staff members, and other disruptions. The Chief Probation Officer or the authorized designee shall be responsible for ensuring that an appropriate facility emergency plan exists for these types of emergencies.

**400.18 PERIODIC TESTING OF EMERGENCY EQUIPMENT**

The Chief Probation Officer or the authorized designee is responsible for scheduled and periodic testing of emergency power systems which are completed by the Internal Services Department.

All testing and inspections shall be documented, and the results included in a report to the Deputy Chief or the authorized designee.

**400.19 TRAINING**

Officers shall review emergency procedures (See Emergency Procedures form located in the Department Case Management system) annually (15 CCR 1327). This facility will provide emergency preparedness training as part of orientation training for all staff members assigned to the facility.

**Exhibit F**  
**Fresno County Probation Department**  
NEW JJC Policy Manual

*Emergency Procedures - Facilities*

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On an annual basis emergency training shall occur for each shift. The assigned Watch Commander/Supervising Juvenile Correctional Officer shall document in the Watch Commander log as well as provide JJC Administration a memorandum/e-mail of what training occurred and retained in accordance with established records retention schedules.

**400.20 REFERENCES**

See Facilities Emergencies Procedure for additional guidance.

**400.21 ISSUED DATE**

- 04/17/2023

## EXHIBIT G

### **THE PRISON RAPE ELIMINATION (PREA) ACT**

All Contractors **must comply** with the Prison Rape Elimination (PREA) Act as stated below:

The Contractor shall comply with all Prison Rape Elimination (PREA) Act standards for juvenile correctional facilities. Training will be provided by Probation at no charge to the Contractor. The Contractor will ensure that all staff assigned to work at the Juvenile Justice Campus (JJC) undergo a pre-employment Live Scan and criminal background security clearance by the Probation Department. No alcoholic beverages/drugs will be brought into any facility. Nor will anyone under the influence of alcoholic beverages or drugs be allowed inside. In the event of any disturbance inside the facilities, the Contractor's employees will immediately follow the orders of the Facility Administrator or his/her designees.

The Contractor shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving County staff and the contracted employee, the on-duty Facility Administrator will have the final decision. **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:** <http://www.prearesourcecenter.org/>

## EXHIBIT H

# **BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES**

### Background Investigations

Prior to the beginning of any services, one (1) background check may be required for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check may be required before access is given to any County facility/property. Clearance will only be granted after a successful background check, completed by the County of Fresno Sheriff's Department. Background checks provided by any agency other than the County of Fresno Sheriff's Department will not be accepted.

The current cost of a background check is \$52 per person. This cost will be incurred by the successful Bidder. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The successful bidder will be notified regarding the result of background checks. Those that are accepted will report to County of Fresno Security to have their photo taken and ID badge issued.

Background checks are done on a first-come, first serve basis between the hours of 7:00 a.m and 12:00 noon. Monday through Friday. The process takes approximately 20 minutes time. The amount of time it takes to receive the result of background checks varies from one day to a month (or longer), dependent upon the individual's history.

Individuals who are cleared through this process are entered into the Department of Justice database. Their records are flagged and the County of Fresno Sheriff's Department is notified if the person is ever arrested in the future.

When required by County, applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have ever been charged with a felony or are currently under investigation for a felony.
3. They are charged with or convicted of any crime committed in or at a correctional institution.
4. They are currently on parole or probation or are a sentenced inmate at any correctional facility.
5. They have been refused a license as a private investigator or had such license revoked.
6. They have fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
7. Make omissions or false statements on their application.
8. They have no valid reason for entering a facility.
9. Their admission into a facility could represents a threat to security, staff or inmate safety.
10. Further information regarding the criteria for background check clearance, including an appeal for process for someone who may be denied clearance is available upon request.

## EXHIBIT H

### Identification (ID) Badges

The successful bidder's employees will be issued a badge that must be worn and be visible at all times during performance of work in any County building to identify the wearer as an individual who is authorized to enter County facilities.

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
3. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
4. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.

## Exhibit I – Data Security

### A. Definitions.

Capitalized terms used in this Exhibit I have the meanings set forth in this section A.

**“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.

**“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit I.

**“Director”** means the County’s Chief Information Officer or his or her designee.

**“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

**“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.

**“Personal Information”** means any and all information, including any data provided, or to which access is provided, to the Contractor by or upon the authorization of the County, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.



## Exhibit I – Data Security

1       **“Privacy Practices Complaint”** means a complaint received by the County relating to the  
2 Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint  
3 shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under  
4 this Exhibit I.

5       **“Security Safeguards”** means physical, technical, administrative or organizational security  
6 procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the  
7 protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards  
8 shall satisfy the minimal requirements set forth in subsection C.(5) of this Exhibit I.

9       **“Security Breach”** means (i) any act or omission that compromises either the security,  
10 confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any  
11 unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or  
12 damage to, any Personal Information.

13       **“Use”** or any derivative thereof means to receive, acquire, collect, apply, manipulate, employ,  
14 process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

### 15       **B. Standard of Care.**

16       (1) The Contractor acknowledges that, in the course of its engagement by the County under this  
17 Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in  
18 this Agreement.

19       (2) The Contractor acknowledges that Personal Information is deemed to be confidential information  
20 of, or owned by, the County (or persons from whom the County receives or has received Personal  
21 Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized  
22 Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal  
23 Information remains in the County (or persons from whom the County receives or has received Personal  
24 Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.

25       (3) The Contractor agrees and covenants in favor of the County that the Contractor shall: (i) keep  
26 and maintain all Personal Information in strict confidence, using such degree of care under this Subsection  
27 B as is reasonable and appropriate to avoid a Security Breach; (ii) Use Personal Information exclusively for  
28 the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms

## Exhibit I – Data Security

of this Exhibit I; (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and (iv) not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.

Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, the Contractor shall (a) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing the County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (b) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

### **C. Information Security.**

(1) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and shall at all times comply with all federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit, or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS")

## Exhibit I – Data Security

requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(2) The Contractor covenants, represents and warrants to the County that, as of the Effective Date, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(3) Without limiting the Contractor's obligations under subsection C.(1) of this Exhibit I, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following: (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement; (ii) ensuring that all of the Contractor's connectivity to the County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director; (iii) to the extent that they contain or provide access to Personal Information, (a) securing the Contractor's business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures with respect to the Contractor Facilities and Equipment), both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director; (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable

## Exhibit I – Data Security

storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director); (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information; (vi) having a patch management process including installation of all operating system/software vendor security patches; (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and (viii) providing appropriate privacy and information security training to Authorized Employees.

(4) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit I. The Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(5) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

(6) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County 24 hours per day, seven days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

### **D. Security Breach Procedures.**

(1) Promptly, and without undue delay, upon the Contractor's confirmation of a Security Breach, the Contractor shall (a) notify the Director of the Security Breach, such notice to be given first by telephone at

## Exhibit I – Data Security

the following telephone number, followed promptly by email at the following email address: (559) 600-5900 /fresnocounty@service-now.com (which telephone number and email address the County may update by providing notice to the Contractor), and (b) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(2) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to subsection D.(1) of this Exhibit I, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation: (i) assisting the County in conducting any investigation; (ii) providing the County with physical access to the facilities and operations affected; (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County. To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

(3) The County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of notification thereof, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit I, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason therefor.

## Exhibit I – Data Security

(4) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take reasonable mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred in relation to any litigation or other action described in subsection D.(5) of this Exhibit I to the extent applicable: (1) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed 12 months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing; (2) call center support for such affected individuals for a specific period not to exceed 30 days; and (3) the cost of any measures required under applicable laws.

### **E. Oversight of Security Compliance.**

(1) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(2) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit I, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit I.

(3) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to

## Exhibit I – Data Security

the same restrictions and conditions in this Exhibit I. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

### **F. Return or Destruction of Personal Information.**

Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit I, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies thereof. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit I to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section F. The Contractor's obligations under this section F survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

### **G. Equitable Relief.**

The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit I may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled

## Exhibit I – Data Security

at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

### **H. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a “**County Indemnitee**”) from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines, and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorney’s fees and costs, the cost of enforcing any right to indemnification or defense under the Agreement and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor’s, its officers, employees, or agents, or any Authorized Employee’s or Authorized Person’s, performance or failure to perform under this Exhibit I or arising out of or resulting from the Contractor’s failure to comply with any of its obligations under this section H. The provisions of this section H do not apply to the acts or omissions of the County. The provisions of this section H are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnity under this Agreement. The provisions of this section H shall survive the termination of this Agreement.

### **I. Survival.**

The respective rights and obligations of the Contractor and the County as stated in this Exhibit I shall survive the termination of this Agreement.

### **J. No Third Party Beneficiary.**

Nothing express or implied in the provisions of in this Exhibit I is intended to confer, nor shall anything herein confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

### **L. No County Warranty.**

The County does not make any warranty or representation whether any Personal Information in the



## Exhibit I – Data Security

Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

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This Addendum to the Agreement between the Contractor and the County contains terms and conditions applicable to the impact of tariffs and other government-related actions on pricing. Capitalized terms in this Exhibit J (“Addendum”) have the meaning defined herein.

1. **Tariffs.** If the Contractor’s cost of products sold under the Agreement is increased from Contractor’s costs at the time of its price proposal to the County, as a result of: (a) any government action, executive order, tariff, duty, tax, or other government-imposed fee; (b) foreign currency exchange variation; and/or (c) other increased cost of third-party supplies, labor, and/or products arising from or related to tariffs, duties, or other government-imposed fees, then the Contractor shall have the right to increase pricing accordingly. If applicable, the Contractor shall have an immediate right to a change order for any such cost and price increase. The timing and effectiveness of any such price increase is separate from and in addition to any changes to pricing that are affected by any other provisions in the Agreement.

**IN WITNESS HEREOF**, the County and the Contractor have caused this Addendum to be entered into and executed by the parties’ duly authorized representatives.