

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated November 18, 2025 ("Effective Date") and is between Western State Design, Inc., a California corporation, whose address is 2331 Tripaldi Way, Hayward, CA 94545 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

WHEREAS, County desires to enter into an agreement to obtain maintenance services for its laundry equipment in the West Annex Jail ("Jail") and Juvenile Justice Campus ("JJC");

WHEREAS, County sought bids for the provision of such services by issuing a Request for Quotation (RFQ) 25-079, but County did not receive any bids at the close of the RFQ;

WHEREAS, in accordance with Purchasing procedures and with the concurrence of the Purchasing Department, the County negotiated with Contractor, County's prior vendor for these services, and Contractor represents that it can continue to perform the services pursuant to the terms of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 Scope of Services. The Contractor shall perform all of the services provided in Exhibit A (titled, Scope of Services - West Annex Jail) and Exhibit B (titled, Scope of Services - Juvenile Justice Campus) both attached to this Agreement, and incorporated by this reference.

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 No Exclusive Possession. Contractor shall not have any right to control or exclusively possess all or any portion of any County facility, including the JJC or the Jail, and at

any time, authorized County staff may enter County facilities, including the JJC or the Jail, where Contractor is performing services.

1.5 **Prison Rape Elimination Act (PREA).** Contractor shall train all employees on PREA and will follow the Guidelines set forth by the Fresno County Sheriff's Office. The Sheriff's Office has zero tolerance for any incidence of sexual assault, sexual harassment, or sexual misconduct, and makes every effort to comply with applicable components of the Federal Prison Rape Elimination Act of 2003. The Sheriff's Office is committed to providing a safe, humane, secure environment, free from sexual assault or abuse, and has implemented procedures for appropriate prevention, detection, intervention, and treatment for all victims of sexual assault. All reported incidents of sexual assault will be investigated.

1.6 **No Hostage Policy.** Contractor's employees shall be advised of the possibility that a hostage taking incident could occur at any time, and of the "No Hostage" policy, as set forth in Exhibit E, attached and incorporated by this reference, which means that there shall be no bargaining for the release of hostages in exchange for the release of confined inmates or minors.

Article 2

Compensation, Invoices, and Payments

2.1 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 A and Exhibit B to this Agreement.

Beginning December 1, 2026, and every successive December 1 during the term of this Agreement, Contractor may increase its labor and service rates from the prior year's rates by the National Consumer Price Index (CPI), not to exceed 3%. Contractor shall notify the Sheriff-Coroner-Public Administrator, or designee, in writing before November 1st, with the increase to be implemented by December 1st. If Contractor fails to notify the Sheriff-Coroner-Public Administrator by November 1st of a planned increase, the planned increase shall be effective 30 days from the date that Contractor does notify the Sheriff-Coroner-Public Administrator.

1 2.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
2 under this Agreement for services provided at the West Annex Jail is \$275,000 for the entire
3 possible five-year term of the Agreement. The maximum compensation for the initial 3-year term
4 of the Agreement is \$165,000. The maximum compensation for the initial 3-year term of the
5 Agreement and the first optional one-year extension, if exercised, is \$220,000. The maximum
6 compensation for the initial 3-year term of the Agreement, the first optional one-year extension,
7 and the second optional one-year extension, if exercised, is \$275,000.

8 The maximum compensation payable to the Contractor under this Agreement for services
9 provided at the Juvenile Justice Campus is \$150,000 for the entire possible five-year term of the
10 Agreement. This includes a maximum compensation of \$100,000 for the initial 3-year term of
11 the Agreement. The maximum compensation for the initial 3-year term of the Agreement and
12 the first optional one-year extension, if exercised, is \$125,000. The maximum compensation for
13 the initial 3-year term of the Agreement, the first optional one-year extension, and the second
14 optional one-year extension, if exercised, is \$150,000.

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

22 2.3 **Invoices.** The Contractor shall submit monthly invoices to the County of Fresno
23 Sheriff-Coroner's Office, at 2200 Fresno Street, Fresno, CA 93721, or the County of Fresno,
24 Facility Services Attention: Facility Services Manager, 4590 E. Cesar Chavez Blvd. Fresno, CA
25 93702, FacilitiesAP@fresnocountyca.gov. The Contractor shall submit each invoice within 30
26 days after the month in which the Contractor performs services and in any case within 30 days
27 after the end of the term or termination of this Agreement.
28

2.4 **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.

2.5 **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 3

Term of Agreement

3.1 **Term.** This Agreement is effective on the Effective Date and terminates three years from the Effective Date (“Initial Term”), except as provided in section 3.2, “Extension,” or Article 5, “Termination and Suspension,” below.

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

Article 4

Notices

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

For the County:
Business Manager
County of Fresno
2200 Fresno Street
Fresno, CA 93721

For the Contractor:
Dave Johnson, Regional Service Manager
Western State Design, Inc.
2331 Tripaldi Way
Hayward, CA 94545 Fax: (510) 732-3465

4.2 Change of Contact Information. Either party may change the information in section 4.1 by giving notice as provided in section 4.3.

4.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission.

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

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

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

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

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

Article 5

Termination and Suspension

5.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds

are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

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

5.2 Termination for Breach.

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

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

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

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

5.3 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.

5.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 5 is without penalty to or further obligation of the County.

5.5 County's Rights upon Termination. Upon termination for breach under this Article 5, 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.

1 **Article 6**

2 **Independent Contractor**

3 6.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the County.

7 6.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
8 manner or method of the Contractor's performance under this Agreement, but the County may
9 verify that the Contractor is performing according to the terms of this Agreement.

10 6.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
11 right to employment rights or benefits available to County employees. The Contractor is solely
12 responsible for providing to its own employees all employee benefits required by law. The
13 Contractor shall save the County harmless from all matters relating to the payment of
14 Contractor's employees, including compliance with Social Security withholding and all related
15 regulations.

16 6.4 **Services to Others.** The parties acknowledge that, during the term of this
17 Agreement, the Contractor may provide services to others unrelated to the County.

18 **Article 7**

19 **Indemnity and Defense**

20 7.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
21 County (including its officers, agents, employees, and volunteers) against all claims, demands,
22 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
23 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
24 the performance or failure to perform by the Contractor (or any of its officers, agents,
25 subcontractors, or employees) under this Agreement. The County may conduct or participate in
26 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
27 defend the County.

28 7.2 **Survival.** This Article 7 survives the termination or expiration of this Agreement.

1 **Article 8**

2 **Insurance**

3 8.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
4 Agreement.

5 **Article 9**

6 **Inspections, Audits, and Public Records**

7 9.1 **Inspection of Documents.** The Contractor shall make available to the County, and
8 the County may examine at any time during business hours and as often as the County deems
9 necessary, all of the Contractor's records and data with respect to the matters covered by this
10 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
11 request by the County, permit the County to audit and inspect all of such records and data to
12 ensure the Contractor's compliance with the terms of this Agreement.

13 9.2 **State Audit Requirements.** If the compensation to be paid by the County under this
14 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three
16 years after final payment under this Agreement. This section survives the termination of this
17 Agreement.

18 9.3 **Public Records.** The County is not limited in any manner with respect to its public
19 disclosure of this Agreement or any record or data that the Contractor may provide to the
20 County. The County's public disclosure of this Agreement or any record or data that the
21 Contractor may provide to the County may include but is not limited to the following:

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

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

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

4 (D) This Agreement, and any record or data that the Contractor may provide to the
5 County, is subject to public disclosure as a public record under the California Public
6 Records Act (California Government Code, Title 1, Division 10, beginning with section
7 7920.000) ("CPRA").

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

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

16 **9.4 Public Records Act Requests.** If the County receives a written or oral request
17 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
18 and which the County has a right, under any provision of this Agreement or applicable law, to
19 possess or control, then the County may demand, in writing, that the Contractor deliver to the
20 County, for purposes of public disclosure, the requested records that may be in the possession
21 or control of the Contractor. Within five business days after the County's demand, the
22 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
23 possession or control, together with a written statement that the Contractor, after conducting a
24 diligent search, has produced all requested records that are in the Contractor's possession or
25 control, or (b) provide to the County a written statement that the Contractor, after conducting a
26 diligent search, does not possess or control any of the requested records. The Contractor shall
27 cooperate with the County with respect to any County demand for such records. If the
28 Contractor wishes to assert that any specific record or data is exempt from disclosure under the

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

10 **Article 10**

11 **Disclosure of Self-Dealing Transactions**

12 10.1 **Applicability.** This Article 10 applies if the Contractor is operating as a corporation,
13 or changes its status to operate as a corporation.

14 10.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
15 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
16 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
17 the County before commencing the transaction or immediately after.

18 10.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
19 a party and in which one or more of its directors, as an individual, has a material financial
20 interest.

21 **Article 11**

22 **General Terms**

23 11.1 **Modification.** Except as provided in Article 5, "Termination and Suspension," this
24 Agreement may not be modified, and no waiver is effective, except by written agreement signed
25 by both parties. The Contractor acknowledges that County employees have no authority to
26 modify this Agreement except as expressly provided in this Agreement.

27 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
28 under this Agreement without the prior written consent of the other party.

1 11.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Contractor consents to California jurisdiction for actions arising from or
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
6 brought and maintained in Fresno County.

7 11.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 11.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 11.8 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
18 intent.

19 11.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
20 not unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 11.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the Contractor under this Agreement on any one or more occasions is not a waiver of
27 performance of any continuing or other obligation of the Contractor and does not prohibit
28 enforcement by the County of any obligation on any other occasion.

1 **11.11 Consistent Federal Income Tax Position.** Contractor acknowledges that the JJC
2 and the Jail have been acquired or improved (and is situated on land that has been acquired)
3 using net proceeds of governmental tax-exempt bonds ("Bond-Financed Facilities"). Contractor
4 agrees that, with respect to this Agreement and the Bond-Financed Facilities, Contractor is not
5 entitled to take, and shall not take, any position (also known as a "tax position") with the Internal
6 Revenue Service that is inconsistent with being a "service provider" to the County, as a
7 "qualified user" with respect to the Bond-Financed Facilities, as "managed property," as all of
8 those terms are used in Internal Revenue Service Revenue Procedure 2016-44 and 2017-13,
9 as applicable, and to that end, for example, and not as a limitation, Contractor agrees that
10 Contractor shall not, in connection with any federal income tax return that they file with the
11 Internal Revenue Service or any other statement or information that it provides to the Internal
12 Revenue Service, (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed
13 Facilities, or (b) claim any depreciation or amortization (as referenced in Internal Revenue
14 Service Revenue Procedure 2016-44) or amortization deduction (as referenced in Internal
15 Revenue Service Revenue Procedure 2017-13), investment tax credit, or deduction for any
16 payment as rent with respect to the Bond-Financed Facilities.

17 **11.12 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
18 between the Contractor and the County with respect to the subject matter of this Agreement,
19 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
20 publications, and understandings of any nature unless those things are expressly included in
21 this Agreement. If there is any inconsistency between the terms of this Agreement without its
22 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
23 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
24 exhibits.

25 **11.13 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
26 create any rights or obligations for any person or entity except for the parties.

27 **11.14 Authorized Signature.** The Contractor represents and warrants to the County that:
28

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

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

6 11.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
7 electronic signature as provided in this section.

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

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

18 (C) The provisions of this section satisfy the requirements of Civil Code section
19 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
20 Part 2, Title 2.5, beginning with section 1633.1).

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

25 (E) This Agreement is not conditioned upon the parties conducting the transactions
26 under it by electronic means and either party may sign this Agreement with an original
27 handwritten signature.
28

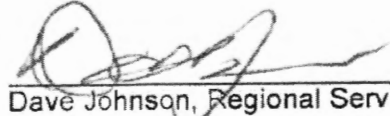
11.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

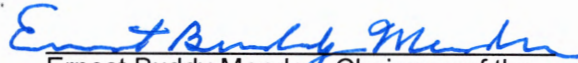
2 WESTERN STATE DESIGN, INC.

COUNTY OF FRESNO

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4 

5 Dave Johnson, Regional Service Manager

6 2331 Tripaldi Way
Hayward, CA 94545

7 

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

8 **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.: 31114000
13 Account No.: 7205
14 Fund No.: 0001
Subclass No.: 10000

15 Org No: 8935
16 Account No: 7205
17 Fund No: 1045
Subclass No:10000

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Exhibit A

Scope of Services (West Annex Jail)

Rates may be increased annually beginning on December 1, 2026, in accordance with Section 2.1 of the Agreement.

1. Regularly Scheduled Maintenance:

All labor, materials, equipment, parts, travel, taxes, costs, etc., necessary to perform regularly scheduled maintenance to the eight Washers and ten Dryers at the West Annex Jail, to be performed once every calendar month.

Year 1 Monthly Rate: \$4,296.00

2. Repair Service and Emergency Repair Service:

a. Repair Service: Repairs performed during normal business hours, i.e. Monday through Friday, 7:00 a.m. to 3:00 p.m., where County requires repairs to be commenced within 24 hours.

Year 1 Hourly Rate: \$189.00

b. Emergency Repair Service: Repairs performed on federal holidays, on the weekends, outside normal business hours, or emergency repairs where County requires repairs to be commenced within 24 hours.

Year 1 Hourly Rate: \$268.50

c. A trip charge of \$185.00 will also apply to calls for Repair Service and Emergency Repair Service.

3. The Sheriff-Coroner-Public Administrator, or their designee, reserves the right at any time during the term of this Agreement to add and/or remove equipment, or otherwise modify services and/or service levels detailed in this Exhibit A. No additions or removals of equipment or services shall cause the maximum compensation amount to be exceeded, pursuant to Article 3 of this Agreement.

Exhibit B

Scope of Services (Juvenile Justice Campus)

Rates may be increased annually beginning on December 1, 2026, in accordance with Section 2.1 of the Agreement

1. Regularly Scheduled Maintenance:

All labor, materials, equipment, parts, travel, taxes, costs, etc., necessary to perform regularly scheduled maintenance to the four Washers and four Dryers at the Juvenile Justice Campus, to be performed once every calendar month.

Year 1 Monthly Rate: \$1,796.00

2. Repair Service and Emergency Repair Service:

a. Repair Service: Repairs performed during normal business hours, i.e. Monday through Friday, 7:00 a.m. to 3:00 p.m., where County requires repairs to be commenced within 24 hours.

Year 1 Hourly Rate: \$189.00

b. Emergency Repair Service: Repairs performed on federal holidays, on the weekends, outside normal business hours, or emergency repairs where County requires repairs to be commenced within 24 hours.

Year 1 Hourly Rate: \$268.50

c. A trip charge of \$185.00 will also apply to calls for Repair Service and Emergency Repair Service.

3. The Director of General Services, or their designee, reserves the right at any time during the term of this Agreement to add and/or remove equipment, or otherwise modify services and/or service levels detailed in this Exhibit B. No additions or removals of equipment or services shall cause the maximum compensation amount to be exceeded, pursuant to Article 3 of this Agreement.

Exhibit C

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit C

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

Exhibit D

Insurance Requirements

1. Required Policies

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

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

2. Additional Requirements

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

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certificates of insurance and endorsements for all of the coverages required under this Agreement.

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

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advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit E

EFFECTIVE DATE: 12-18-89

REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,
12-01-10

APPROVED BY: Sheriff M. Mims

BY: Assistant Sheriff T. Gattie

AUTHORITY: California Code of Regulations, Title 15, Section 1029(a)(7)(B) and
Penal Code Section 236.

PURPOSE:

The purpose of this policy is to establish procedures which provide for the resolution of a hostage-taking incident while preserving the safety of staff, public, inmates, and hostages, and maintaining facility security.

POLICY:

The Fresno County Sheriff's Office Jail Division maintains a **NO HOSTAGE FACILITY** and will not consider bargaining with hostage takers for ANY reason.

It is the policy of the Fresno County Sheriff's Office Jail Division that once any staff member is taken hostage, they immediately lose their authority and any orders issued by that person will not be followed regardless of their rank or status.

It is the policy of the Fresno County Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.

PROCEDURES:

I. DEFINITION

HOSTAGE SITUATION: any staff member, citizen or inmate held against their will by another person for the purpose of escape, monetary gain or any reason which may place an individual in danger of losing life or suffering serious injury.

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).

B. The Watch Commander will notify the Patrol Watch Commander and

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apprise them of the incident. The Patrol Watch Commander may be requested to activate the Crisis Negotiations Team (CNT), outside support agencies, equipment, personnel, and dispatch a detective to the scene for the crime report.

III. DURING NEGOTIATIONS

- A. While at the scene, the CNT members will conduct all verbal or written communications between the hostage taker(s) and the Incident Commander. CNT will immediately notify the Incident Commander of any changes in the following situations:
 - 1. Hostage status
 - 2. Incident changes and developments
 - 3. Hostage taker demands
 - 4. Any and all pertinent information concerning the incident
- B. Staff members at the scene not actively involved with negotiations will not act or speak out to the hostage taker(s) or hostages.
- C. The Tactical Commander will formulate a plan to take the necessary actions, using the appropriate force, to terminate the hostage situation in the event negotiations fail. Hostage safety will be of paramount concern.

IV. HOSTAGE SURVIVAL STRATEGIES

- A. If taken hostage, it is important to make the transition from being a victim to being a survivor. The following are not strict rules that must be rigidly followed, but rather general guidelines. There will always be exceptions.
 - 1. Regain/maintain composure. Try to be calm, focused and clear-headed at all times. Do not stand out from other hostages. Drawing unnecessary attention increases the chance of being singled out and victimized.
 - 2. Maintain a low-key, unprovocative posture. Overt resistance is usually counterproductive in a hostage situation.
 - a. Remain calm and follow instructions. Comply with the hostage takers when at all possible.
 - b. Be stoic. Maintain an outward face of acceptance of adversity with

Exhibit E

dignity. Avoid open displays of cowardice and fear. Inmates will view frailty and feebleness as weakness, which may lead to victimization.

- c. Do not antagonize, threaten or aggravate the hostage takers. Avoid saying “no”, or arguing with the hostage takers. Do not act authoritative. The hostage takers must make it known that they are in charge.
 - d. Eye contact may be regarded as a challenge; make eye contact with the hostage takers sparingly.
 - e. Fight off basic instincts, such as anger and hostility. Be polite and remain alert. Speak normally and don’t complain.
3. Hostages should try to establish a level of rapport or communication with their captors in attempt to get the captors to recognize them as human beings.
- a. Find a mutual ground, an association with the hostage takers. Foster communication on non-threatening topics (e.g., family, hobbies, sports, interests).
 - b. Use the captors’ first names, if known. However, if hostage takers are attempting to conceal their identity, do not give any indication that they are recognized.
 - c. Listen actively to the captors’ feelings and concerns, but never praise, participate in, or debate their “cause”. If they want to talk about their cause, act interested in their viewpoints. Avoid being overly solicitous, which may be viewed as patronizing or insincere.
 - d. Do not befriend the inmates; such an attempt will likely result in exploitation.
 - e. Try asking for items that will increase personal comfort. Make requests in a reasonable, low-key manner.
4. Be prepared to be isolated and disoriented.
- a. Do not talk to other hostages. The hostage takers may think a plot is being formed.
 - b. Develop mind games to stimulate thinking and maintain mental alertness.
5. Be tolerant of fellow hostages. Just as each person has different reactions to stress, each individual will have different methods of coping as a hostage. Some methods are not effective and may endanger the group, or be annoying to other hostages (e.g., constant talking). Try to help these people cope in other ways.

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6. Gather intelligence. Hostages should take in and store as much detail, about their captors as possible without drawing attention to their efforts. Make mental notes and attempt to gather the following information: identification of the ring leader, the number of hostage takers, the type of weapons they are using, their tactics, location within the area, etc.
 7. Maintain hope. Depending on the circumstances, resolution of hostage situations can be a lengthy process.
- B. Stay away from doors and windows through which rescue teams may enter or shoot. If a rescue is attempted, drop to the floor and keep hands in view.
- C. If there is a chance to escape, the hostage should be certain of their success.
1. Balance the likely payoff of any behavior with the possible consequences. Hostage takers may use violence or death to teach a lesson.
 2. Realize that Central Control will not open any doors for anyone.
- D. Hostages should be aware of the “Stockholm Syndrome”, whereby hostages begin to show sympathy toward their captors. Hostages who develop Stockholm Syndrome often view the captor as *giving life* by simply not taking it. Such hostages often misinterpret a *lack of abuse* as kindness and may develop feelings of appreciation for the perceived benevolence.