

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of September, 2019, by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Officestoredepot.com, Inc., a Delaware corporation, whose address is 530 South Lake Avenue, Suite 702, Pasadena, CA 91101 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY utilizes printers and plotters in various locations throughout the COUNTY, and desires to purchase printer and plotter repair services from CONTRACTOR;

WHEREAS, CONTRACTOR is willing to provide printer and plotter repair services as requested by the COUNTY on an as-needed basis, and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform printer repair, plotter repair, and related services on an as-needed basis, as described in the attached Exhibit B – Scope of Services, which is incorporated by this reference.

B. CONTRACTOR shall respond to requests for normal and emergency printer repairs within the response times and based on prices and conditions specified in Exhibit B.

C. CONTRACTOR shall provide qualified technicians with up-to-date training for COUNTY printers and plotters. Technicians shall have access to manuals, and shall maintain a list of common problems and fixes associated with particular printer models. Technicians shall maintain a professional demeanor, remove dust from printers and plotters to prolong printer life, remove all CONTRACTOR'S materials and waste products from County's property, and clean up the printer area before leaving each job site.

D. CONTRACTOR shall accept service requests only from designated Internal Service Department (ISD) contacts. CONTRACTOR shall respond to regular service calls within eight (8) hours and shall respond to emergency service calls within four (4) hours, excluding weekends and COUNTY

1 holidays. Regular COUNTY business hours shall be Monday through Friday 7:00 AM to 5:00 PM, except
2 on weekends and prescheduled COUNTY holidays. CONTRACTOR shall consider each call as a
3 regular service call unless the designated ISD contact specifies the call is an emergency.

4 E. CONTRACTOR shall document all services and parts that have been replaced in order to
5 determine common printer and/or plotter issues and parts to be stocked at CONTRACTOR'S location,
6 and in the CONTRACTOR's technician's vehicle. Quarterly reports shall be prepared to provide
7 COUNTY with, at minimum, a summary of all service calls initiated, call response elapsed time, onsite
8 arrival elapsed time, a summary of problems and solutions, and a listing of parts used to repair the
9 hardware units.

10 F. CONTRACTOR shall provide COUNTY with Safety Data Sheets (SDSs), formerly known as
11 Material Safety Data Sheets (MSDSs), for all chemicals and cleaners used while performing
12 maintenance at COUNTY sites.

13 G. CONTRACTOR shall notify the designated COUNTY ISD contact, and provide an estimate
14 and recommendation when the repair of a printer is expected to exceed \$350.00. CONTRACTOR shall
15 continue repair only after receiving written approval from the designated COUNTY ISD contact.

16 H. CONTRACTOR shall warranty all work (parts and labor) for a period of at least forty-five (45)
17 days following repair or service, or the manufacturer's warranty period, whichever is longer. Repeat
18 failures within the warranty period will be corrected by CONTRACTOR at no cost to COUNTY.

19 I. CONTRACTOR's employees dispatched for services will be subject to criminal background
20 checks, and must be bonded before they are granted access to COUNTY facilities. CONTRACTOR will
21 assume all costs associated with clearance of criminal background checks.

22 J. CONTRACTOR shall notify COUNTY and accept responsibility for any COUNTY-owned
23 equipment removed from COUNTY premises. CONTRACTOR shall return COUNTY-owned equipment
24 in a timely manner, or upon request of the COUNTY, within twenty-four (24) hours.

25 K. CONTRACTOR shall prepare an invoice upon completion of each job, and submit such
26 invoice in accordance with Section 5 – COMPENSATION/INVOICING.

27 L. SECURITY
28

1 Failure to fully comply with the security requirements as set forth in this Section 1(L) will be
2 considered a breach of contract, and may result in termination of this Agreement. CONTRACTOR
3 personnel shall cooperate with all COUNTY Security personnel at all times, and shall be subject to and
4 conform to COUNTY security rules and regulations. Any violations or disregard of these rules may be
5 cause for denial of access to COUNTY property. If any CONTRACTOR employee or subcontractor
6 violates COUNTY's security rules and regulations, COUNTY may require the removal of that employee
7 or subcontractor, and in that event, CONTRACTOR must provide a suitable replacement or employee.
8 COUNTY may change these policies and procedures at any time, without any prior notice to
9 CONTRACTOR. It is CONTRACTOR's responsibility to have the most recent versions of the Exhibits
10 below.

11 I. CONTRACTOR acknowledges that the Juvenile Justice Campus (JJC) and the Fresno Sheriff –
12 Coroner's Office (FSCO) Jail Detention Facilities are "no hostage facilities."

13 CONTRACTOR(s) shall ensure that its employees and any sub-contractors working in the
14 JJC, and associated facilities, agree to abide by COUNTY'S rules for a no-hostage facility, as
15 set forth in Exhibit C, attached and incorporated by this reference. CONTRACTOR shall plan
16 and execute all work in such a manner as to prevent a security breach of the JJC and FSCO
17 detention facilities or any other COUNTY secured facility.

18 II. CONTRACTOR shall comply with all Prison Rape Elimination Act (PREA) standards for juvenile
19 correctional facilities as set forth in Exhibit D, attached and incorporated by this reference.

20 The Probation Department shall provide trainings, as necessary, at no charge to
21 CONTRACTOR. CONTRACTOR shall comply with all Probation Department Policies and
22 Procedures. In the event of a dispute involving COUNTY staff and a CONTRACTOR
23 employee or subcontractor, the on-duty Facility Administrator will have the final decision.

24 Information on the Prison Rape Elimination Act can be found at:

25 <http://www.prearesourcecenter.org/>.

26 2. **OBLIGATIONS OF THE COUNTY**

27 A. COUNTY shall provide CONTRACTOR with a list of active printers in inventory, including asset
28 tag, manufacturer, model, and building location.

1 B. COUNTY shall provide access badges and/or keys as appropriate.

2 C. COUNTY shall perform an initial review of the printer problem, determine if COUNTY staff should
3 try to repair the printer, recommend replacement of the printer, or call CONTRACTOR to repair the printer.

4 D. COUNTY shall provide CONTRACTOR with one (1) or more designated ISD contacts for
5 request of service and for approval of service calls expected to exceed \$350.00.

6 3. **TERM**

7 The initial term of this Agreement shall commence on September 16, 2019, through and including
8 September 15, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12)
9 month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the
10 next twelve (12) month extension period. The Director of Internal Services/Chief Information Officer (CIO) or
11 his or her designee is authorized to execute such written approval on behalf of COUNTY based on
12 CONTRACTOR'S satisfactory performance.

13 4. **TERMINATION**

14 A. **Non-Allocation of Funds** - The terms of this Agreement, and the services to be
15 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
16 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
17 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

18 B. **Breach of Contract** - The COUNTY may immediately suspend or terminate this
19 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 20 1) An illegal or improper use of funds;
- 21 2) A failure to comply with any term of this Agreement;
- 22 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 23 4) Improperly performed service.

24 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
25 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
26 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
27 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
28 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were

1 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
2 any such funds upon demand.

3 C. Without Cause - Under circumstances other than those set forth above, this
4 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
5 intention to terminate to CONTRACTOR.

6 5. **COMPENSATION/INVOICING**: COUNTY agrees to pay CONTRACTOR, and
7 CONTRACTOR agrees to receive, compensation as described in Exhibit B. CONTRACTOR shall submit
8 monthly invoices referencing the provided contract number, either electronically or via mail, in triplicate to
9 the County of Fresno, Internal Services Department, Attention: Business Office, 333 W. Pontiac Way,
10 Clovis, CA 93612, (isdbusinessoffice@fresnocountyca.gov).

11 In no event shall compensation paid for services performed under this Agreement exceed
12 \$150,000.00 during the initial term of this Agreement. If this Agreement is extended for an additional Year 4,
13 in no event shall compensation for the four-year term exceed \$200,000.00. If this Agreement is extended
14 for an additional Year 5, in no event shall compensation for the five-year term exceed \$250,000.00. It is
15 understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement
16 shall be borne by CONTRACTOR. COUNTY shall pay CONTRACTOR within forty-five (45) days of receipt
17 of an approved invoice.

18 6. **INDEPENDENT CONTRACTOR**: In performance of the work, duties and obligations
19 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
20 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
21 times be acting and performing as an independent contractor, and shall act in an independent capacity and
22 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
23 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
24 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
25 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
26 terms and conditions thereof.

27 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
28 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

1 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
2 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
3 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
4 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
5 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
6 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
7 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

8 7. **MODIFICATION:** Any matters of this Agreement may be modified from time to time by the
9 written consent of all the parties without, in any way, affecting the remainder.

10 8. **NON-ASSIGNMENT:** Neither party shall assign, transfer or sub-contract this Agreement nor
11 their rights or duties under this Agreement without the prior written consent of the other party.

12 9. **HOLD HARMLESS:** CONTRACTOR agrees to indemnify, save, hold harmless, and at
13 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
14 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
15 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
16 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
17 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
18 or corporation who may be injured or damaged by the performance, or failure to perform, of
19 CONTRACTOR, its officers, agents, or employees under this Agreement.

20 The provisions of this Section 9 shall survive the termination of this Agreement.

21 10. **INSURANCE**

22 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
23 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
24 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
25 Joint Powers Agreement (JPA) throughout the term of the Agreement:

26 A. **Commercial General Liability**

27 Commercial General Liability Insurance with limits of not less than Two Million Dollars
28 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This

1 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
2 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
3 liability or any other liability insurance deemed necessary because of the nature of this contract.

4 B. Automobile Liability

5 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
6 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
7 used in connection with this Agreement.

8 C. Professional Liability

9 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
10 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
11 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

12 D. Worker's Compensation

13 A policy of Worker's Compensation insurance as may be required by the California Labor
14 Code.

15 Additional Requirements Relating to Insurance

16 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
17 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
18 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
19 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
20 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
21 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
22 a minimum of thirty (30) days advance written notice given to COUNTY.

23 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
24 employees any amounts paid by the policy of worker's compensation insurance required by this
25 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
26 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
27 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

28 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,

1 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
2 foregoing policies, as required herein, to the County of Fresno, Internal Services Department, Attention:
3 Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612, stating that
4 such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers,
5 agents and employees will not be responsible for any premiums on the policies; that for such worker's
6 compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY, its officers,
7 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate
8 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
9 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the
10 operations under this Agreement are concerned; that such coverage for additional insured shall apply as
11 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
12 and employees, shall be excess only and not contributing with insurance provided under CONTRACTOR's
13 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
14 days advance, written notice given to COUNTY.

15 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
16 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
17 Agreement upon the occurrence of such event.

18 All policies shall be issued by admitted insurers licensed to do business in the State of California,
19 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
20 FSC VII or better.

21 11. **AUDITS AND INSPECTIONS:** The CONTRACTOR shall at any time during business
22 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
23 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
24 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
25 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

26 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
27 the examination and audit of the California State Auditor for a period of three (3) years after final payment
28 under contract (Government Code Section 8546.7).

1 12. **NOTICES:** The persons and their addresses having authority to give and receive notices
2 under this Agreement include the following:

3 **COUNTY**

4 COUNTY OF FRESNO
5 Director of Internal Services/CIO
6 333 W. Pontiac Way
7 Clovis, CA 93612

8 **CONTRACTOR**

9 Officestoredepot.com, Inc.
10 530 S. Lake Ave #702
11 Pasadena, CA 91101

12 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
13 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
14 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
15 personal service is effective upon service to the recipient. A notice delivered by first-class United States
16 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
17 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
18 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
19 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
20 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
21 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
22 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
23 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
24 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
25 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
26 beginning with section 810).

27 13. **GOVERNING LAW:** Venue for any action arising out of or related to this Agreement shall
28 only be in Fresno County, California.

 The rights and obligations of the parties and all interpretation and performance of this Agreement
shall be governed in all respects by the laws of the State of California.

 14. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
to operate as a corporation.

1 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
2 that they are a party to while CONTRACTOR is providing goods or performing services under this
3 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
4 and in which one or more of its directors has a material financial interest. Members of the Board of
5 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
6 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
7 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
8 immediately thereafter.

9 15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the
10 CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous
11 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
12 understanding of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3
4 **CONTRACTOR**

5 
6 (Authorized Signature)

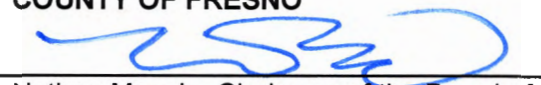
7 Joseph Carl VP
8 Print Name & Title

9 530 S. Lake Ave # 702

10 Pasadena CA 91101

11 Mailing Address

COUNTY OF FRESNO


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

ATTEST:

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

12
13
14
15 By: 
16 Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 Fund: 1020

19 Subclass: 10000

20 ORG: 8905

21 Account: 7205
22
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SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "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 utilized 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.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit A

(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 B – Scope of Services

1. SERVICES

- A. CONTRACTOR shall provide all labor, materials, equipment, etc. to perform repair services for COUNTY's printers and plotters, both on-site at various COUNTY locations and in CONTRACTOR's shop location.
- B. CONTRACTOR shall warranty all work (parts and labor) for a period of at least forty-five (45) days or provide the manufacturer's warranty, whichever is longer. Repeat failures within the warranty period will be corrected at no cost to COUNTY.
- C. CONTRACTOR shall provide the required services and will not subcontract or assign the services without the COUNTY's written approval.
- D. CONTRACTOR shall work with COUNTY's ISD – Information Technology (ISD-IT) staff in order to correctly understand printer and plotter problems, locations, and time schedules.
- E. Dispatch for time and material will originate from 333 W. Pontiac Way, Clovis, CA 93612.
- F. CONTRACTOR shall submit a written report to ISD-IT on a monthly basis with the following information, at minimum:
 - a. A summary of all service calls initiated
 - b. Call response elapsed time
 - c. On-site arrival elapsed time
 - d. A summary of problems and solutions
 - e. A listing of parts used to repair the hardware units
- G. COUNTY business hours will be Monday through Friday, 7:00am to 5:00pm, excluding prescheduled COUNTY holidays.
- H. CONTRACTOR shall notify ISD-IT by email or phone when a cost exceeds \$350.00 for repair of a printer or plotter.
- I. CONTRACTOR shall detail all costs associated with printer and plotter repair services. All costs, recurring and non-recurring, must be presented in a manner that allows the costs to be easily understood by ISD-IT staff.

2. CONTRACTOR PROFESSIONAL ETHICS

- A. CONTRACTOR shall provide high quality work with a professional, courteous, and respectful attitude for all COUNTY customers when on COUNTY premises and/or providing service to COUNTY.
- B. When completing repairs on COUNTY premises, CONTRACTOR shall remove all waste materials from COUNTY property, and leave the area clean.
- C. CONTRACTOR's personnel shall be easily identifiable (i.e. work uniforms, identification badges, etc.).
- D. CONTRACTOR's personnel's dispatch for services shall be subject to successful criminal background checks and be bonded in order to grant them access to COUNTY facilities. CONTRACTOR shall assume all costs associated with clearance of criminal background checks.

3. RESPONSE TIMES

- A. CONTRACTOR shall respond to COUNTY's requests for normal repairs within eight (8) hours.

Exhibit B – Scope of Services

- B. CONTRACTOR shall respond to COUNTY's requests for emergency repairs within four (4) hours.

4. RATES

A. HOURLY LABOR RATE CHARGE FOR PRINTER REPAIRS:

TYPE OF CALL (completed on-site or at CONTRACTOR's shop)	HOURLY LABOR RATE
a. Regular service calls for black and white printer repairs:	\$59.95
b. Regular service calls for color printers:	\$79.95
c. Emergency service calls for black and white printer repairs:	\$69.95
d. Emergency service calls for color printer repairs:	\$89.95

B. HOURLY LABOR RATE CHARGE FOR PLOTTER REPAIRS:

TYPE OF CALL (completed on-site or at CONTRACTOR's shop)	HOURLY LABOR RATE
a. Regular service calls:	\$109.95
b. Emergency service calls:	\$129.95

- C. Multiple printers and/or plotters repaired on the same day at the same location will be added to the initial repair hourly rate and will not incur an additional minimum hourly charge.
- D. Parts pricing will not exceed industry standards.
- E. CONTRACTOR shall not charge any additional surcharge, shipping, or handling fees for printer and/or plotter parts.
- F. CONTRACTOR shall not charge COUNTY for travel to locations within the County of Fresno.

Exhibit C

NO HOSTAGE SITUATIONS



California Code of Regulations

Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

It is imperative for the safety and security of all persons within Juvenile Justice Campus (JJC) facilities, as well as for those in the community, that minors are not allowed to leave the secure confines of the facilities by the taking of a hostage(s). If successful in securing a release through these means minors would be much more likely in the future to use this practice again in an attempt to escape the confines of the facilities. This would put those visiting and working at the JJC at higher level of risk and would jeopardize the safety of the community if the minor was in fact successful in securing his/her release.

The JJC is a "no-hostage" facility. This means that minors will not be released from custody under any circumstances due to the taking of a hostage(s). Any staff person taken hostage, no matter what their rank or status, immediately loses their authority and any orders issued by that person will not be followed.

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
 1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.

Exhibit C

- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:
 - 1. The number and identity of both the hostages and hostage takers;
 - 2. Any known weapons possessed by the hostage takers;
 - 3. The demands of the hostagetakers.
- C. The Watch Commander will retain and direct departing custody officers, as well as, available Probation peace officer staff to assist with security and safety needs, as necessary. Additional Juvenile Correctional Officers should be called in as may be needed to insure the safe and secure operation of the facility.
- D. The Watch Commander will coordinate with the Sheriff's Department all activities taken to resolve the hostage situation, including the use of appropriate force, and will maintain control of the facility until relieved of that duty by the presence of a Probation Services Manager/Assistant Director, Director, or the Chief Probation Officer.
- E. Once the hostage situation has been resolved the minors involved should be housed in the most secure setting available and all appropriate charges should be filed.
- F. Each officer and/or non-sworn staff member who was involved or observed the incident will complete an incident report and if required, the appropriate critical incident evaluation report(s) regarding the details of the incident prior to the end of his/her shift. (See Incident Report, located in JAS Probation View, under "Word Templates".)
- G. The Watch Commander will prepare a Critical Incident Investigation Report, using the Critical Incident Evaluation Report - Page 2 report form and the critical incident evaluation report(s) completed by the reporting persons at the time of the incident.

II. PARENTAL AND MEDIA INFORMATION

- A. Attempts will be made at the direction of Administration to reach the families of the hostages to advise them of the situation. Notification will also be made to the parents of the hostage takers as deemed appropriate.
- B. All media inquiries will be referred to the Chief's office per departmental policy.

III. SECURITY AND OPERATIONAL REVIEW

Once the incident has been resolved a team will be established to conduct a security and operational review of the incident. The review will be conducted within 2 days of the resolution of the incident. The review team will be comprised of the facility administrator and/or facility Director, Probation Services Manager/Assistant Director and Supervising Juvenile Correctional Officers who are relevant to the incident. The team will review the circumstances leading up to the incident and any necessary corrective action necessary to insure that such an incident does not repeat itself.

Exhibit C

NO HOSTAGE POLICY

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)

Exhibit C

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 represent 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 C

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 successful Bidder shall pay \$11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. 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.
5. 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.
6. 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 D

THE PRISON RAPE ELIMINATION (PREA) ACT

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

"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 CONTRACTOR." "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 at no charge to CONTRACTOR. 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.

CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract 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/>