

**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated April 7, 2026 and is between Modesto Industrial Electrical Co., Inc., a California corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. The County has a need for scheduled maintenance, corrective maintenance, and emergency repairs to County generators. Maintenance to backup generators ensure continuous operation of essential County infrastructure in the event of power outages.

B. On July 16, 2025, the County released Request for Quotation (“RFQ”) No. 26-006 requesting the successful bidder to provide quotes for scheduled system maintenance, corrective maintenance, and emergency repairs to County generators. The County received no successful bidder responses by the closing date of August 15, 2025.

C. As a result, on October 16, 2025, the County released RFQ No. 26-024 requesting the successful bidder to provide quotes for scheduled system maintenance, corrective maintenance, and emergency repairs to County generators, highlighting the need for the successful bidder to comply with the County’s emergency response timelines. The County released Addendums 1, 2, and 3 on October 27, October 31, and November 10, 2025, respectively, to address vendor questions and information on generators.

D. The County received four quotes by the closing date of November 20, 2025. The Contractor provided the lowest, responsive bid for the requested services.

E. The County desires to engage the Contractor to provide scheduled system maintenance, corrective maintenance, and emergency repairs to County generators.

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 to this Agreement, titled “Scope of Services.”

1       1.2     **Representation.** The Contractor represents that it is qualified, ready, willing, and  
2 able to perform all of the services provided in this Agreement.

3       1.3     **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
4 applicable federal, state, and local laws and regulations in the performance of its obligations  
5 under this Agreement, including but not limited to workers compensation, labor, and  
6 confidentiality laws and regulations.

7       1.4     **Confidentiality of Inmates/Wards/Patients/Clients Identity.** Some the work to be  
8 performed under this Agreement may occur in secured facilities or facilities that require  
9 confidentiality. The Contractor shall alert and inform its employees and agents that State law  
10 requires that the identities of inmates/wards/patients/clients be kept confidential. Revealing the  
11 identities of inmates/wards/patients/clients is punishable by law.

12       1.5     **Security.** Security is of great concern to the County. Failure to comply with the  
13 security requirements listed below will be considered a breach of contract and may result in  
14 termination of this Agreement for default. The Contractor's personnel shall cooperate with all  
15 County security personnel at all times, and shall be subject to and conform to County security  
16 rules and regulations, including, but not limited to County security rules and procedures, as  
17 detailed in Exhibits E through H. Any violations or disregard of these rules may be cause for  
18 denial of access to County property. The background checks required, and policies listed below,  
19 may change throughout the life of this Agreement. It is the Contractor's responsibility to request  
20 updates from the County. All of the Contractor's employees, agents, and subcontractors must  
21 read the policies listed below. Please see the following Exhibits:

- 22       • Exhibit E – Fresno County Probation Department Juvenile Justice Policy Manual
  - 23             ○ Policy 309 – Vendors, Volunteers and Student Interns
  - 24             ○ Policy 400 – Emergency Procedures – Facilities (Title 15, §1327)
- 25       • Exhibit F – The Prison Rape Elimination Act
- 26       • Exhibit G – Fresno Sheriff's Office Jail Division Policies & Procedures – Hostage  
27       Situations
- 28       • Exhibit H – Background Investigations and 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 complete the work. Such  
3 access shall be obtained by notification to the Facility Services Manager, or his or her designee,  
4 of the time and place, prior to commencing the work.

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 at the end of each working day,  
8 when required.

9 Some of the work to be done under this Agreement may be in secured facilities such as  
10 jails. Prior to commencement of work, the Contractor, including all subcontractor and  
11 contractors, shall obtain security clearances for all employees that will be working or making  
12 deliveries to the sites.

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

18 Each work area shall be kept clean and in order both during working hours and at the  
19 completion of the working day.

20 1.6 **Contractor Representative.** The Contractor shall provide a Contractor  
21 representative to represent the Contractor, who will work with the County to carry out the  
22 Contractor's obligations under this Agreement.

23 1.7 **Prevailing Wage.** In accordance with Labor Code section 1770, et seq., the Director  
24 of the Department of Industrial Relations of the State of California has determined the general  
25 prevailing wages rates and employer payment for health and welfare pension, vacation, travel  
26 time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training  
27 programs authorized by Section 3093, and similar purposes applicable to the work to be done.  
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1 Information pertaining to applicable Prevailing Wage Rates may be found on the  
2 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

3 It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less  
4 than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or  
5 mechanics employed on this public work project, including those workers employed as  
6 apprentices. Further Contractor and each subcontractor shall comply with Labor Code sections  
7 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned  
8 prevailing wage rates shall be posted by the Contractor at the job site where it will be available  
9 to any interested party.

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

18 The Contractor and subcontractor shall keep an accurate record showing the names,  
19 address, social security number, work classification, straight time, and overtime hours worked  
20 each day and week, and the actual per diem wages paid to each journeyman, apprentice,  
21 worker, or other employee employed by him or her in connection with this public work project. In  
22 accordance with Labor Code section 1776, each payroll record shall be certified and verified by  
23 a written declaration under penalty of perjury stating that the information within the payroll  
24 record is true and correct and that the Contractor or subcontractor complied with the  
25 requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its  
26 employees on this public work project. These records shall be open at all reasonable hours to  
27 inspection by the County, its officers and agents, and to the representatives of the State of  
28

1 California – Department of Industrial Relations, including but not limited to the Division of Labor  
2 Standards Enforcement.

3 **Article 2**

4 **County’s Responsibilities**

5 2.1 **County Representative.** The County shall provide a County representative to  
6 represent the County, who will work with the Contractor to carry out the Contractor’s obligations  
7 under this Agreement. The County representative for the County’s General Services  
8 Department will be the County’s Facility Services Manager, and/or their designees. The County  
9 representative for the County’s Public Works and Planning Department shall be the Director of  
10 Public Works and Planning, and/or their designees.

11 The County Representative shall:

- 12 (A) Approve equipment shutdown schedules;
- 13 (B) Approve temporary equipment and material storage areas;
- 14 (C) Approve or disapprove of any use of non-standard equipment or materials;
- 15 (D) Approve work authorizations;
- 16 (E) Verify completion of work; and
- 17 (F) Determine the appropriate level of emergency response and trouble service call  
18 categorization (i.e., Level 1 through Level 3, as detailed in Exhibit A).

19 2.2 **Modification of Services.** The Director of General Services, the Director of Public  
20 Works and Planning, or their designees, reserve the right at any time during the term of this  
21 Agreement to add and/or remove equipment, or locations, or otherwise modify services and/or  
22 service levels. The Contractor understands that any increase and/or decrease in service hours  
23 will affect the compensation paid or time of performance; however, no additions or removals of  
24 equipment, locations, or services shall cause the maximum compensation amount to be  
25 exceeded, pursuant to Article 3 of this Agreement.

1 **Article 3**

2 **Compensation, Invoices, and Payments**

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

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
7 under this Agreement is \$750,000 for the initial three-year term of this Agreement. In the event  
8 this Agreement is extended for its first optional one-year extension ("Year 4"), the total  
9 compensation payable to the Contractor under this Agreement is \$950,000. In the event this  
10 Agreement is extended for its final one-year extension ("Year 5"), the total compensation  
11 payable to the Contractor under this Agreement is \$1,150,000. In the event the total maximum  
12 compensation amount in the Initial Term, Year 4, and/or Year 5 is not fully expended, the  
13 remaining unspent funding amounts shall roll over to each subsequent term's established  
14 maximum compensation.

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 3.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided  
23 agreement number to the County of Fresno, General Services Department, Facility Services,  
24 Attention: Facility Services Manager, 4590 E. Cesar Chavez Boulevard, Fresno, CA 93702,  
25 [FacilitiesAP@fresnocountyca.gov](mailto:FacilitiesAP@fresnocountyca.gov), or the County of Fresno, Public Works and Planning –  
26 Resources, , 2220 Tulare Street, 6<sup>th</sup> Floor, Fresno, CA 93721,  
27 [PWPBusinessOffice@resnocountyca.gov](mailto:PWPBusinessOffice@resnocountyca.gov). Each invoice shall reference the Facilities Asset  
28 Management Information System (FAMIS) work order number, the date of service, arrival and



1 Director of General Services  
2 County of Fresno  
3 333 W. Pontiac Way  
4 Clovis, CA 93612  
5 [gsdcontracts@fresnocountyca.gov](mailto:gsdcontracts@fresnocountyca.gov)

6 Director of Public Works and Planning  
7 County of Fresno  
8 2220 Tulare St. 6<sup>th</sup> Floor  
9 Fresno, CA 93721  
10 [PWPcontracts@fresnocountyca.gov](mailto:PWPcontracts@fresnocountyca.gov)

11 **For the Contractor:**  
12 Service Manager  
13 Modesto Industrial Electrical Co., Inc.  
14 2516 N. Sunnyside  
15 Fresno, CA 93727  
16 [rhodge@iecmail.com](mailto:rhodge@iecmail.com)

17 5.2 **Change of Contact Information.** Either party may change the information in section  
18 5.1 by giving notice as provided in section 5.3.

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

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

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

28 (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 PDF document attached to an email 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

1 beginning of a County business day), provided that the sender maintains a machine  
2 record of the completed transmission.

3 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
4 nothing in this Agreement establishes, waives, or modifies any claims presentation  
5 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
6 of Title 1 of the Government Code, beginning with section 810).

## 7 **Article 6**

### 8 **Termination and Suspension**

9 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
11 are not allocated, then the County, upon at least 30 days' advance written notice to the  
12 Contractor, may:

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

### 15 6.2 **Termination for Breach.**

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

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

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

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



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.

1 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is  
2 a party and in which one or more of its directors, as an individual, has a material financial  
3 interest.

## 4 **Article 12**

### 5 **General Terms**

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

10 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
11 under this Agreement without the prior written consent of the other party.

12 12.3 **Governing Law.** The laws of the State of California govern all matters arising from  
13 or related to this Agreement.

14 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
15 County, California. The Contractor consents to California jurisdiction for actions arising from or  
16 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
17 brought and maintained in Fresno County.

18 12.5 **Construction.** The final form of this Agreement is the result of the parties’ combined  
19 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
20 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
21 against either party.

22 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

23 12.7 **Headings.** The headings and section titles in this Agreement are for convenience  
24 only and are not part of this Agreement.

25 12.8 **Severability.** If anything in this Agreement is found by a court of competent  
26 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
27 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
28

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

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

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

1 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
2 electronic signature as provided in this section.

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

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

13 (C) The provisions of this section satisfy the requirements of Civil Code section  
14 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
15 Part 2, Title 2.5, beginning with section 1633.1).

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

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

23 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
24 original, and all of which together constitute this Agreement.

25 [SIGNATURE PAGE FOLLOWS]  
26  
27  
28

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

2 MODESTO INDUSTRIAL ELECTRICAL CO., COUNTY OF FRESNO  
3 INC.

4 Rich Hodge  
5 Rich Hodge (Mar 18, 2026 18:32:35 PDT)  
6 Rich Hodge, Service Manager  
7 2516 N. Sunnyside  
8 Fresno, CA 93727

Garry Bredefeld  
Garry Bredefeld, 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

By: Haramo  
Deputy

11 For accounting use only:

12 Org No.: 8935 Account No.: 7205 Fund No.: 1045 Subclass No.: 10000	Org No.:9250 Account No.: 7205 Fund No.:0770 Subclass: 16800	Org No.:9166 Account No.: 7205 Fund No.: 0810 Subclass: 16120
13 Org No.: 9351 Account No.: 7205 Fund No.: 0920 Subclass: 16000	Org No.:9361 Account No.: 7205 Fund No.: 0910 Subclass: 16000	Org No.: 9310 Account No.: 7205 Fund No.: 4030 Subclass: 40680
14 Org No.: 9140 Account No.: 7205 Fund No.: 0801 Subclass: 16900	Org No.:9254 Account No.: 7205 Fund No.: 0830 Subclass: 16210	Org No.: 9320 Account No.: 7205 Fund No.: 0830 Subclass: 16202
15 Org No.: 9247 Account No.: 7205 Fund No.:0870 Subclass: 16430	Org No.: 9255 Account No.: 7205 Fund No.: 0830 Subclass: 16211	Org No.: 9026 Account No.: 7205 Fund No.: 0700 Subclass: 15000

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# Exhibit A

## Scope of Services

The Contractor shall provide all labor, materials, equipment permits, fees, taxes, appliances, tools, transportation, equipment and insurance required to provide scheduled system maintenance, corrective maintenance, and emergency repairs to County generators, as detailed in this Exhibit A.

### **Maintenance Requirements:**

The Contractor shall provide the County with all routine maintenance services as outlined below, and subject to the "Scheduling of Services" section below.

#### **For all Generators:**

1. An annual full load test to be completed for two (2) hours.
2. All spark plugs will be checked and cleaned or replaced, as necessary, on the gasoline engines. All injectors will be checked, cleaned and tested on the diesel engines.
3. Ignition systems will be checked and cleaned as necessary. The timing will be checked and adjusted as necessary.
4. The equipment shall be lubricated, the engine oil and filters changed, oil and filters are to meet original equipment manufacturer ("OEM") specification.
5. Visual inspection of fuel system to include: inspection of day tank, fuel lines and connections for leaks and assure proper operation. Clean or replace all fuel filters as per manufacturer's specifications.
6. All equipment shall be checked for fuel, oil and water leaks. All hoses that need to be replaced shall be replaced with silicone hoses for an additional charge.
7. All batteries shall be inspected for damage, electrolyte level, and specific gravity. Clean and tighten all battery cable connections.
8. All air cleaners shall be replaced as necessary.
9. All instruments and safety devices will be tested and adjusted for proper operation.
10. Inspection of exhaust system.
11. Cooling systems shall be drained flushed and replenished to OEM specifications the first year of the resulting Agreement and every other year thereafter.
12. Inspect, clean, and tighten all generator output connections per OEM specifications. Verify output voltage, phasing, and proper operation of all electrical monitoring devices.

#### **For all Transfer Switches:**

1. Annual cleaning.
2. Annual torque and inspection of each terminal.
3. Annual testing of contacts to have resistance tests performed.
4. Annual testing and inspection of mechanical transfer switches.
5. Annual inspection of paralleling switch gear and controls.

#### **For all Fire Pumps:**

The Contractor shall adhere to California Code of Regulations (CCR) Title 19, Inspection, Testing, and Maintenance requirements for inspection, testing, and maintenance of fire pumps.

The Contractor shall provide the County with routine maintenance and repair services for all pumps included in Table 1 – Equipment and Location Information, below.

## Exhibit A

### **Corrective/Non-Routine Maintenance Services:**

The Contractor shall provide the County with corrective, or non-routine, maintenance and repair services for all generators, as needed. This work will include any work that is not routine in nature but is also not considered an emergency service.

Corrective maintenance and any system component or parts replacement shall be approved by the County in writing on the approved service form prior to the start of work.

### **Emergency Services:**

Emergency Response Service Calls - The Contractor shall provide emergency response services. Details regarding each emergency service request will be relayed at the time of each call. The Contractor shall inform the County of any expected arrival delays. All services of a callback nature shall be treated as an emergency and work commenced shall be carried through to completion without delay.

An emergency callback is defined as any necessity for maintenance, minor repair and/or adjustment of equipment between regular service calls to restore normal equipment operation.

The Contractor can be reached for emergency response services at either (209) 338-4196 or (209) 652-8282.

Emergency Callbacks - Determination of call level is at the sole discretion of the Director of General Services, the Director of Public Works and Planning, or their authorized representatives. Emergency callback levels are categorized as follows:

- Level 1 – Requires onsite response in one (1) hour or less.
- Level 2 – Requires onsite response in four (4) hours or less.
- Level 3 – Requires onsite response at 7:00 am the next normal working day.

### **Scheduling of Services:**

All maintenance services shall be scheduled subject to the review and approval of the County. Maintenance schedules shall include the frequency of service for each generator or pump, outlined in Table 1 below. The Contractor shall be required to provide annual schedules of the work within thirty (30) days of the Agreement execution, and on or before January 1st of the subsequent years. These schedules must be adhered to throughout the term of the Agreement.

Routine, Corrective/Non-Routine, and Emergency Services will be required to be performed during regular business hours (Regular hours) and after business hours (Premium hours). Regular hours are 7:00 am to 5:00 pm, Monday through Friday, excluding County Holidays. Any hours that fall outside of Regular hours will be considered Premium hours; this includes any work performed from 5:00 pm to 7:00 am, Monday through Friday, all weekends, and all County Holidays.

All Schedules submitted by Contractor, and all work performed by Contractor under the Agreement, shall be subject to the maximum compensation, as detailed in Article 3 of the Agreement.

## Exhibit A

### **Quality of Work/Workmanship:**

The Contractor shall adhere to all current National and State building, safety codes, laws, and regulations.

All facilities will remain in full normal operation for the duration of the Agreement, and any need for disruption of the services provided in these facilities shall be presented to the appropriate County Representative prior to initiating work.

The Contractor shall provide, in conformity with all local codes and ordinances and as may be required by the County, lock-outs, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and maintain such safeguards until work is complete. The Contractor shall ensure that the health and welfare of occupants of the building shall not be affected by noise and fumes produced by the work. The County Representative reserves the right to halt any work; at any time if they feel it adversely affects the building occupants.

Any fire-hazardous operation shall have proper fire extinguisher, furnished by the Contractor, close by, and the adjacent area shall be policed before starting or stopping work for the day. The Contractor shall be responsible for all costs incurred by the County as a result of damage caused by the Contractor's operations, including costs associated with false fire alarms caused by the Contractor.

Work shall be performed by skilled Motor Generator technicians. Only qualified technicians with a minimum of four (4) years' journeyman experience shall perform service or maintenance work. Helpers must work under the direct supervision of a journeyman technician. The Contractor may be required at any time to provide substantiation and verification of qualifications of their employee(s) upon request of the County. The Contractor, at the Contractor's expense, shall correct any defective workmanship or pay any penalties related to violation of these terms.

The Contractor shall provide sufficient technicians for the service of the systems addressed below in Table 1 and in accordance with the specifications herein. The quality of the work performed shall be to the best of trade practices, performed by technicians thoroughly trained and familiar with the respective systems.

The Contractor shall in no case allow the performance of work by subcontract, unless the subcontractor has been approved in writing by the respective County Representative, or their designees, in accordance with repair area. In no case shall the use of subcontractors in any way alter the position of the Contractor or its sureties with relation to the subsequent Agreement with the County. When a subcontractor is used, the responsibility for every portion of the work shall remain with the Contractor.

The Contractor shall completely protect against damage from either materials or equipment, all surfaces, equipment and facilities, adjoining its work, including, but not limited to, woodwork, wall and floors. All repair or replacement costs resulting from this damage shall be borne by the Contractor. At the conclusion of each day's work, the Contractor shall remove refuse, debris or waste materials and leave the premises in an orderly condition as required by the County Representative. Replacement of damaged work will be performed at no additional cost to the County.

## Exhibit A

The Contractor shall thoroughly clean all of the workspace, removing all debris, stains, and marks resulting from the work. This includes, but is not limited to, building surfaces, piping, and equipment. Surfaces shall be free of dirt, grease, labels, tags, tape, rust, and all foreign materials. Upon completion of work at each worksite, the Contractor shall remove all equipment and surplus material from the premises and legally dispose of it. The Contractor shall confine storage of materials to such limits as may be directed by the County and shall not unreasonably encumber the premises with material and equipment.

No equipment which requires repair shall be allowed to remain out of service due to the lack of diligent effort by the Contractor. Any part or equipment locally available will be purchased locally, if necessary, to expedite the job. Repairs shall be initiated and carried out to completion as soon as possible unless the County approves other arrangements. In the event of extended repairs, the Contractor shall provide necessary rental equipment, including but not limited to backup generators and connections, so the County can maintain normal operations.

### **Equipment/Locations:**

Equipment, equipment details, and equipment locations are listed in Table 1, which includes current County generators, but the County reserves the right to add or remove equipment, or locations, as needed upon written confirmation from the Director of General Services, the Director of Public Works and Planning, or their authorized representatives, subject to the maximum compensation amount as detailed in Article 3 of the Agreement.

Pricing for any additional locations and equipment will be determined by the Contractor and shall be based upon same criteria used to generate pricing for Exhibit B, as established in the RFQ, and agreed upon in writing by the appropriate County official.

## Exhibit A

Table 1 – Equipment/Locations

Site Name	Address	Make	Model	Serial Number	Size	Department
American Ave. Disposal Site	18950 W. American Ave. Fresno, CA 93630	Cummins	DFEG-5629499	I030542460	350kW	PWP
CSA 10A Mansionette	Herndon & Leonard SWC Clovis, CA 93611	Cummins	DGDB-5569760	J020422356	100kW	PWP
CSA 31B L.S. #1	41571 Sunset Rock Rd. Musick Creek, CA 93664	Generac	JD	PE6068L119580	75kW	PWP
CSA 31B/WWD 41S Bus Barn Portable	39360 Solitude West Shaver Lake, CA 93664	unknown	DGBB-4958231	D010232799	35kW	PWP
CSA 31B/WWD 41S WWTP Office Trailer Unit	39360 Solitude West Shaver Lake, CA 93664	Volvo	7005357177	40869427	68kW	PWP
CSA 34 WWTF Brighton Crest	24111 Brighton Crest Dr. Friant, CA 93626	Olympian	DFEH-5735200	G050811165	400kW	PWP
CSA 34 WWTF Brighton Crest	24111 Brighton Crest Dr. Friant, CA 93626	Kohler	60REZGB	SGM32NGL8	62kW	PWP
CSA 34B Ventana Hills	20836 Via Del Sol Dr. Friant, CA 93626	Cummins	DGDB-5765415	F060934278	100kW	PWP
CSA 34C Bella Vista - L.S.	20918 Ruscello Ln. Friant, CA 93626	Cummins	GGMA-1200216	D120324363	20kW	PWP
CSA 44D Monte Verde	12222 N. Willow Ave. Clovis, CA 93619	Cummins	DGFC-3381247	K990026944	200kW	PWP
CSA 47 Quail Lake - WWTF	4121 N. Quail Lake Dr. Clovis, CA 93612	Kohler	150ROZJ	379189	200kW	PWP
CSA 47 Quail Lake - Water Facility	4382 N. Waterslide Dr. Clovis, CA 93612	Caterpillar	D60-4	CAT00C44VN4D0115	250kW	PWP
WWD 41S Bretz Point L.S.	42607 Canyon Vista Lance Shaver Lake, CA 93664	Generac	00907-2	314226	15kW	PWP
WWD 41S Musick Falls L.S.	39689 Crest Point Ln. Shaver Lake, CA 93612	Winco	AP55000/B24	10512S90	5kW	PWP
WWD 41S WildFlower L.S. #1	40406 Mariposa Lily Ln. Shaver Lake, CA 93664	Generac	20A03516-S	2058604	35kW	PWP

## Exhibit A

Site Name	Address	Make	Model	Serial Number	Size	Department
WWD 41S WildFlower L.S. #2	40158 Wild Rose Ln. Shaver Lake, CA 93664	Generac	20A03516-S	2058602	35kW	PWP
WWD 41S WildFlower L.S. #3	Little Meadow 37.07306, - 119.3312 Shaver Lake, CA 93664	Generac	6885010100	2089467	35kW	PWP
WWD 41S WildFlower L.S. #4	37750 Tollhouse Rd. Shaver Lake, CA 93664	Generac	6885010100	2058603	15kW	PWP
WWD 41W - Granite Ridge Tank	42054 Granite Ridge Rd. Shaver Lake, CA 93664	Caterpillar	363PS11607	MX2939760413	150kW	PWP
WWD 41W Ridgetop Water Tank Booster Room	37.0172 -119.3373 Shaver Lake, CA 93664	Generac	033-S	2032648	105kW	PWP
WWD Musick Ridge L.S.	40740 Sunset Vista Ln. Shaver Lake, CA 93667	Kohler	20RESC	SGV325L4C	18kW	PWP
Bear Mountain Radio Site	CA-180 E - Bear Mountain Rd. 36.746731, -119.279769	Kohler	DSFAD-7075426	D080169022	60kW	GSD
Brix/Mercer	1221 Fulton St. Fresno, CA 93621	Kohler	KG150	34LLGMMJ0008	150kW	GSD
Central Kitchen	200 N. H St. Fresno, CA 93621	Kohler	750DFHA4958684E	E010244526	750kW	GSD
DPH Health Lab	4525 E. Hamilton Fresno, CA 93702	Caterpillar	D150-10	CAT00C71PWG201122	150kW	GSD
Hall of Records	2281 Tulare St. Fresno, CA 93721	Cummins	200DGFC3384603	A000040120	200kW	GSD
JJC Generator #1	3333 E. American Ave. Fresno, CA 93725	Caterpillar	3512	6DW01519	1500kW	GSD
JJC Generator #2	3333 E. American Ave. Fresno, CA 93725	Caterpillar	3512	6DW01520	1500kW	GSD
JJC Pump	3333 E. American Ave. Fresno, CA 93725	Clarke	JU6HUF50	PE6068T322465	-	GSD

## Exhibit A

Site Name	Address	Make	Model	Serial Number	Size	Department
Main Jail	1225 M St. Fresno, CA 93621	Kohler	3512 1100KW	24Z01743	1100kW	GSD
Meadow Lakes - Radio Site	42480 Radio Lane Aubery, CA 93602	Cummins	GGPA-1323042	C130467545	35kW	GSD
North Annex Jail	1265 M St. Fresno, CA 93621	Cummins	1250DFLC-2328	J010294265	1250kW	GSD
Plaza	2200 Tulare St. Fresno, CA 93621	Kohler	500DFGA	J950588734	500kW	GSD
Pontiac Building 4	200 W Pontiac Way Clovis, CA 93612	Caterpillar	3306	9NR04846	150 kW	GSD
Pontiac Building 6	333 W. Pontiac Way Clovis, CA 93612	Kohler	DQPAB-1664136	B170158673	650kW	GSD
Public Health Dispatch	unlisted	Cummins	DFEK	B200730436	500kW	GSD
Public Health Facility #319	4411 E Cesar Chavez Blvd Fresno, CA 93702	Cummins	C275D2RE	B200732688	1000kW	GSD
Satellite Jail	110 M St. Fresno, CA 93621	Kohler	3408DT	67U09481 / 8N6121	300kW	GSD
Sheriff Admin. Building	2200 Fresno St. Fresno, CA 93721	Cummins	DGFA-5691089	I040688316	150kW	GSD
Sheriff Area 2 Substation	1129 N. Armstrong Ave. Fresno, CA 93727	Cummins	DQCC*2280222	L230298918	800kW	GSD
South Annex Jail #1	2204 Fresno St. Fresno, CA 93621	Kohler	55R78	256254	50kW	GSD
South Annex Jail #2	2204 Fresno St. Fresno, CA 93621	Caterpillar	250-484361111	88172	300kW	GSD
Squaw Valley Communication Center	30691 Kings Canyon Rd. Squaw Valley, CA 93675	Cummins	GGDB-4955803	B010212252	20kW	GSD
UMC Central Plant	445 S. Cedar Ave. Fresno, CA 93702	Cummins	400FDC5036AA	CJ-95715	1000kW	GSD

## Exhibit B

### Compensation

The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B, unless there are modifications to services as detailed in section 2.2 of this Agreement and which are agreed to in writing by the parties. Although any modification to services in the way of the addition or removal of 1) equipment; 2) location(s); and/or 3) services may increase or decrease service hours, no modification shall cause the maximum compensation to be exceeded, pursuant to Article 3 of this Agreement. All pricing will be consistent with the methodology used in RFQ No. 26-024, which includes the Scope of Services as detailed in Exhibit A.

Pricing is inclusive of all necessary costs, inclusive of cost of travel, prevailing and labor wage increases, potential future raw material costs, costs associated with recalibrating and/or updating proprietary products of the generator (i.e., software or firmware updates) and other incidentals.

A maximum of a 5% increase per year, to coincide with the Fresno Consumer Price Index may apply for any additional optional renewal terms. Since cooling system maintenance is performed every other year (in Years 1, 3 and 5 of the potential 5-year term), reducing the annual cost per location in Years 2 and 4, the 5% increase in Year 4 shall be based off of the Year 2 Total and the 5% increase in Year 5 shall be based off of the Year 3 Total as shown in the table below. The County will not accept any other price increases during the entire length of this contract. The annual increases for Years 4 and/or 5 must be agreed upon in mutual writing by the Contractor and County.

Name	Address	Year 1 Total	Year 2 Total*	Year 3 Total
American Ave. Disposal Site	18950 W. American Ave. Fresno, CA 93630	\$3,295.00	\$2,525.00	\$3,295.00
Bear Mountain Radio Site	CA-180 E - Bear Mountain Rd. 36.746731, -119.279769	\$2,425.00	\$1,850.00	\$2,425.00
Brix/Mercer	1221 Fulton St. Fresno, CA 93621	\$2,570.00	\$1,995.00	\$2,570.00
Central Kitchen	200 N. H St. Fresno, CA 93621	\$5,445.00	\$3,995.00	\$5,445.00
CSA 10A Mansionette	Herndon & Leonard SWC Clovis, CA 93611	\$2,300.00	\$1,800.00	\$2,300.00
CSA 31B L.S. #1	41571 Sunset Rock Rd. Musick Creek, CA 93664	\$2,500.00	\$1,925.00	\$2,500.00
CSA 31B/WWD 41S Bus Barn Portable	39360 Solitude West Shaver Lake, CA 93664	\$2,170.00	\$1,695.00	\$2,170.00
CSA 31B/WWD 41S WWTP Office Trailer Unit	39360 Solitude West Shaver Lake, CA 93664	\$2,350.00	\$1,800.00	\$2,350.00
CSA 34 WWTF Brighton Crest	24111 Brighton Crest Dr. Friant, CA 93626	\$3,295.00	\$2,420.00	\$3,295.00
CSA 34 WWTF Brighton Crest	24111 Brighton Crest Dr. Friant, CA 93626	\$2,225.00	\$1,675.00	\$2,225.00

## Exhibit B

Name	Address	Year 1 Total	Year 2 Total*	Year 3 Total
CSA 34B Ventana Hills	20836 Via Del Sol Dr. Friant, CA 93626	\$2,300.00	\$1,750.00	\$2,300.00
CSA 34C Bella Vista - L.S.	20918 Ruscello Ln. Friant, CA 93626	\$2,120.00	\$1,670.00	\$2,120.00
CSA 44D Monte Verde	12222 N. Willow Ave. Clovis, CA 93619	\$2,570.00	\$2,020.00	\$2,570.00
CSA 47 Quail Laike - WWTF	4121 N. Qual Lake Dr. Clovis, CA 93612	\$2,650.00	\$1,975.00	\$2,650.00
CSA 47 Quail Lake - Water Facility	4382 N. Waterslide Dr. Clovis, CA 93612	\$2,685.00	\$2,010.00	\$2,685.00
DPH Health Lab	4525 E. Hamilton Fresno, CA 93702	\$2,550.00	\$1,950.00	\$2,550.00
Hall of Records	2281 Tulare St. Fresno, CA 93721	\$2,645.00	\$2,020.00	\$2,645.00
JJC Generator #1	3333 E. American Ave. Fresno, CA 93725	\$7,775.00	\$5,425.00	\$7,775.00
JJC Generator #2	3333 E. American Ave. Fresno, CA 93725	\$7,775.00	\$5,425.00	\$7,775.00
Main Jail	1225 M St. Fresno, CA 93621	\$8,425.00	\$5,525.00	\$8,425.00
Meadow Lakes - Radio Site	42480 Radio Lane Aubery, CA 93602	\$2,145.00	\$1,670.00	\$2,145.00
North Annex Jail	1265 M St. Fresno, CA 93621	\$7,525.00	\$4,625.00	\$7,525.00
Plaza	2200 Tulare St. Fresno, CA 93621	\$4,350.00	\$2,800.00	\$4,350.00
Pontiac Building 4	200 W Pontiac Way Clovis, CA 93612	\$2,550.00	\$1,900.00	\$2,550.00
Pontiac Building 6	333 W. Pontiac Way Clovis, CA 93612	\$3,975.00	\$3,000.00	\$3,975.00
Public Health Dispatch	unlisted	\$3,825.00	\$2,925.00	\$3,825.00
Public Health Facility #319	4411 E Cesar Chavez Blvd Fresno, CA 93702	\$5,275.00	\$3,975.00	\$5,275.00
Satellite Jail	110 M St. Fresno, CA 93621	\$2,750.00	\$2,100.00	\$2,750.00
Sheriff Admin. Building	2200 Fresno St. Fresno, CA 93721	\$2,660.00	\$1,985.00	\$2,660.00
Sheriff Area 2 Substation	1129 N. Armstrong Ave. Fresno, CA 93727	\$5,075.00	\$3,825.00	\$5,075.00
South Annex Jail #1	2204 Fresno St. Fresno, CA 93621	\$2,300.00	\$1,825.00	\$2,300.00

## Exhibit B

Name	Address	Year 1 Total	Year 2 Total*	Year 3 Total
South Annex Jail #2	2204 Fresno St. Fresno, CA 93621	\$3,270.00	\$2,500.00	\$3,270.00
Squaw Valley Communication Center	30691 Kings Canyon Rd. Squaw Valley, CA 93675	\$2,325.00	\$1,850.00	\$2,325.00
UMC Central Plant	445 S. Cedar Ave. Fresno, CA 93702	\$5,275.00	\$3,975.00	\$5,275.00
WWD 41S Bretz Point L.S.	42607 Canyon Vista Lance Shaver Lake, CA 93664	\$1,975.00	\$1,675.00	\$1,975.00
WWD 41S Musick Falls L.S.	39689 Crest Point Ln. Shaver Lake, CA 93612	\$1,625.00	\$1,625.00	\$1,625.00
WWD 41S WildFlower L.S. #1	40406 Mariposa Lily Ln. Shaver Lake, CA 93664	\$2,175.00	\$1,725.00	\$2,175.00
WWD 41S WildFlower L.S. #2	40158 Wild Rose Ln. Shaver Lake, CA 93664	\$2,175.00	\$1,725.00	\$2,175.00
WWD 41S WildFlower L.S. #3	Little Meadow 37.07306, - 119.3312 Shaver Lake, CA 93664	\$2,175.00	\$1,725.00	\$2,175.00
WWD 41S WildFlower L.S. #4	37750 Tollhouse Rd. Shaver Lake, CA 93664	\$2,125.00	\$1,675.00	\$2,125.00
WWD 41W - Granite Ridge Tank	42054 Granite Ridge Rd. Shaver Lake, CA 93664	\$2,570.00	\$1,995.00	\$2,570.00
WWD 41W Ridgetop Water Tank Booster Room	37.0172 -119.3373 Shaver Lake, CA 93664	\$2,400.00	\$1,850.00	\$2,400.00
WWD Musick Ridge L.S.	40740 Sunset Vista Ln. Shaver Lake, CA 93667	\$1,625.00	\$1,625.00	\$1,625.00
JJC Pump	3333 E. American Ave. Fresno, CA 93725	\$1,375.00	\$900.00	\$1,375.00
<b>Annual Totals =</b>		<b>\$143,590.00</b>	<b>\$106,925.00</b>	<b>\$143,590.00</b>

Category	Labor Rate per Hour
Regular Hours (Monday-Friday, 7am - 5pm)	\$165.00

## Exhibit B

Premium Hours (Monday-Friday, 5pm - 7am, weekends, and holidays)	\$330.00
Materials: Percentage discount on parts/catalog/equipment	10%

\*Routine services in Years 2 and 4 do not include cooling system maintenance.

An additional \$492,854 is available for any non-routine labor, emergency repairs, or additional materials or equipment purchased.

## 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.

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

## Exhibit D

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 insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer

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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



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## **Vendors, Volunteers and Student Interns**

### **309.1 PURPOSE AND SCOPE**

This policy establishes guidelines for using Fresno County Probation Department (Department) 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 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.

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

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##### 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 Probation Human Resources 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 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 Department identification cards, which must be carried at all times while on-duty. The identification cards will be the standard Department identification cards, except that "Volunteer" or "Student Intern" will be indicated on the cards.

##### 309.6 PERSONNEL WORKING AS STUDENT INTERNS

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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 PROBATION HUMAN RESOURCES UNIT**

The function of the Probation Human Resources 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 Probation Human Resources 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 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**

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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 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

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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**

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

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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

#### **309.15 REVISED DATE(S)**

- 05/02/2025



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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 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.

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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 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.

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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

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).

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#### 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.

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 Sheriffs 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).

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### 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.

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).

### 400.8.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

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

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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**

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.

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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.

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).

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**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.

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 F

### **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 at no charge to the 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.

The Contractor shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving the 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/>**



Exhibit G

FRESNO COUNTY SHERIFF'S OFFICE  
JAIL DIVISION POLICIES AND PROCEDURES

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TITLE: HOSTAGE SITUATIONS  
FILE: HOSTAGE

---

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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 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

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- 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.
  4.
    - 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.
  5. 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.
  6. 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.
  7. 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,

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location within the area, etc.

8. 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.

## **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 Contractor. One check covering the cost of background checks for all employees shall be made payable to: Sheriff, County of Fresno. The Contractor 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 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 H

### Identification (ID) Badges

The Contractor'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 Contractor 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 Contractor 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.