

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated May 23, 2023 and is between Crown Window Cleaning and Building Services, 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 of window washing services for buildings throughout the County; and

B. On September 7, 2022, the County issued Request for Quotation (RFQ) No. 23-008 for window washing services;

C. Two (2) Contractors submitted responsive bids to the RFQ ("Responses").

D. The County desires to enter into an agreement with the Contractor as it submitted the lowest overall responsive bid.

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," and in accordance with the specifications, requirements, terms and conditions this Agreement. All references in this Agreement to the Contractor's personnel shall mean and include, as applicable, any of the Contractor's officers, agents, subcontractors, employees, and workers.

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

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

1 **Article 2**

2 **County's Responsibilities**

3 2.1 The County shall compensate the Contractor as provided in Exhibit B.

4 2.2 Only the County's Internal Services Department – Facilities Services Division is
5 authorized to place orders for window washing services under this Agreement.

6 2.3 The County shall provide one (1) "County Representative" to represent the County
7 and work with the Contractor in carrying out the Contractor's obligations under this Agreement.
8 The County Representative will be the County's Facilities Division Manager or his or her
9 designee.

10 2.4 The County Representative will have the authority on behalf of the County to:

11 (A) Approve window washing schedules;

12 (B) Inspect and accept the Contractor's work; and

13 (C) Verify work completion;

14 (D) Add or delete buildings to or from Exhibit B as needed by the County, pursuant to
15 Exhibit B.

16 **Article 3**

17 **Compensation, Invoices, and Payments**

18 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
19 the performance of its services under this Agreement as described in Exhibit B to this
20 Agreement, titled "Compensation."

21 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
22 for the initial three-year term of the Agreement is \$300,000. Upon the first one-year extension, if
23 any, this maximum shall increase to \$400,000. Upon the final one-year extension, if any, this
24 maximum shall increase to \$500,000 for the full five-year term. The Contractor acknowledges
25 that the County is a local government entity, and does so with notice that the County's powers
26 are limited by the California Constitution and by State law, and with notice that the Contractor
27 may receive compensation under this Agreement only for services performed according to the
28 terms of this Agreement and while this Agreement is in effect, and subject to the maximum

amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided agreement number to ISD-Facility Services main office at 4590 E. Kings Canyon Road, Fresno, CA 93702. The Contractor shall submit each invoice within 60 days after the month in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

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

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

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on the date that the parties sign this Agreement and terminates 36 months thereafter, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

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

1 **Article 5**

2 **Notices**

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

5 **For the County:**

6 Director of Internal Services/Chief Information Officer
7 County of Fresno
8 333 W. Pontiac Way
9 Clovis, CA 93612
10 ISDContracts@FresnoCountyCA.gov

11 **For the Contractor:**

12 President
13 Crown Window Cleaning and Building Services, Inc.
14 2017 N Gateway Blvd. #103
15 Fresno, CA 93727
16 mailcall@CrownWindowCleaning.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

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

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

8 **Article 6**

9 **Termination and Suspension**

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

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

16 **6.2 Termination for Breach.**

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

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

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

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

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

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

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

Article 7

Independent Contractor

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

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

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

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

1 **Article 8**

2 **Indemnity and Defense**

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

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

12 **Article 9**

13 **Insurance**

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

16 **Article 10**

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

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

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

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

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

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

12 This Agreement, and any record or data that the Contractor may provide to the County,
13 is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title
14 5, Division 2, Part 1, Chapter 9, beginning with section 54950). This Agreement, and any record
15 or data that Contractor may provide to the County, are subject to public disclosure as a public
16 record under the California Public Records Act (California Government Code, Title 1, Division
17 10, Chapter 3, beginning with section 7920.200) ("CPRA"). E. This Agreement, and any record
18 or data that the Contractor may provide to the County, is subject to public disclosure as
19 information concerning the conduct of the people's business of the State of California under
20 California Constitution, Article 1, section 3, subdivision (b). Any marking of confidentiality or
21 restricted access upon or otherwise made with respect to any record or data that the Contractor
22 may provide to the County shall be disregarded and have no effect on the County's right or duty
23 to disclose to the public or governmental agency any such record or data.

24 **10.4 Public Records Act Requests.** If the County receives a written or oral request
25 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
26 and which the County has a right, under any provision of this Agreement or applicable law, to
27 possess or control, then the County may demand, in writing, that the Contractor deliver to the
28 County, for purposes of public disclosure, the requested records that may be in the possession

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

18 **Article 11**

19 **Disclosure of Self-Dealing Transactions**

20 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
21 or changes its status to operate as a corporation.

22 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
23 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
24 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
25 the County before commencing the transaction or immediately after.

26 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
27 a party and in which one or more of its directors, as an individual, has a material financial
28 interest.

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Contractor acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. The Contractor consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either party.

19 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

22 12.8 **Severability.** If anything in this Agreement is found by a court of competent
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
24 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
25 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
26 intent.

27 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed, color, national origin, ancestry, physical disability,
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender
3 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
4 all applicable State of California and federal statutes and regulation.

5 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
6 of the Contractor under this Agreement on any one or more occasions is not a waiver of
7 performance of any continuing or other obligation of the Contractor and does not prohibit
8 enforcement by the County of any obligation on any other occasion.

9 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
10 between the Contractor and the County with respect to the subject matter of this Agreement,
11 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
12 publications, and understandings of any nature unless those things are expressly included in
13 this Agreement. If there is any inconsistency between the terms of this Agreement without its
14 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
15 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
16 exhibits.

17 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
18 create any rights or obligations for any person or entity except for the parties.

19 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

25 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
26 electronic signature as provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an individual
28 signing this Agreement to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

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

9 (C) The provisions of this section satisfy the requirements of Civil Code section
10 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
11 Part 2, Title 2.5, beginning with section 1633.1).

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

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

19 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
20 original, and all of which together constitute this Agreement.

21 [SIGNATURE PAGE FOLLOWS]
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23
24
25
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28

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

2 CROWN WINDOW CLEANING AND
3 BUILDING SERVICES, INC.

COUNTY OF FRESNO

4 Kenneth C Blair

5 Kenneth C. Blair, President

6 2017 N. Gateway Blvd. #103
7 Fresno, CA 93727

8 Sal Quintero
9 Sal Quintero, Chairman of the Board of
10 Supervisors of the County of Fresno

Attest:

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

11 By: Alexandria Viera
12 Deputy

13 For accounting use only:

14 Org No.: 8935
15 Account No.: 7070
16 Fund No.: 1045
17 Subclass No.: 10000
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Exhibit A

Scope of Services

Level 1 Window Washing Services

Window washing services shall be performed on interior and exterior windows that are part of the external walls of a building. Washing shall be done with clean water and necessary equipment to remove all dirt, streaks, film deposits, water spots, and stains. Window ledges, sills, and aluminum framing (inside and outside) shall also be washed clean and wiped dry of all drips and/or moisture. If window screens are present, each screen is to be removed, cleaned, and returned to its original position after cleaning. Damaged screens found at time of cleaning are to be removed. The Contractor must contact Facility Services at (559) 600-7242 and advise of all screens found damaged at each site.

Where blinds are found and cleaning is not requested, the Contractor shall not clean blinds. Instead, blinds are to be fully raised, not removed, and returned to the original position.

Reporting Deterioration: the Contractor shall provide written documentation to Facility Services at (559) 600-7242 of all windows on each floor that require caulking or have visible signs of other deterioration information such as holes or gaps on windowsills, frames, or structure.

Extra Services

Blind Cleaning: Most blinds are plastic or metal. When requested as an additional service, blinds are to be cleaned in accordance with industry standards.

Pressure Washing: Pressure washing may consist of cleaning exterior building surfaces like overhangs, window ledges, breezeways, or sidewalks surrounding the building. Pressure washing must not damage or remove any wall material, outside mullions, or fixtures. The Contractor will be required to pay for any damage caused to the building as a result of pressure washing.

Scheduling

Exhibit A

1 All work must be approved and authorized in writing by the Facility Services Manager by
2 emailing FacilityServices@FresnoCountyCA.gov, prior to commencement of any work. Approval
3 to proceed will be provided in writing via email. At least two (2) weeks' notice shall be provided
4 by the Contractor prior to all scheduled wash dates.

5 The Contractor shall coordinate the washing schedule with Facility Services or the
6 County's designee. Washing will be performed Monday through Friday during daylight hours,
7 normally between 6:30 am and 5:00 pm. During summer hours, work may commence as early
8 as 6:00 am. Weekend work may be scheduled only with prior approval.

9 Work shall be done on consecutive days, unless pre-approved by Facility Services.

10 Except for the Plaza, work for each building must be finished, to the satisfaction of
11 Facility Services or the County's designee, no later than 10 working days after the start date.

12 Work for the Plaza building must be finished, to the satisfaction of Facility Services or
13 designee, not later than four (4) weeks after the start date. These periods may be extended at
14 the sole discretion of Facility Services.

15 **Addition or Deletion of Buildings**

16 The Director of Internal Services/Chief Information Officer (CIO) of the County, or their
17 designee, reserves the right at any time during the term of this agreement to add or delete
18 building locations to those listed in Exhibit B.

19 If it is determined by the CIO, or their designee, that additional washings are needed for
20 a building listed in Exhibit B during the term of this agreement, the dates of the additional
21 washings are to be mutually agreed upon and the price shall remain the same as the contracted
22 price for that building.

23 In the event the County withdraws any building location from service during the term of
24 the contract, the Contractor shall agree to negotiate an acceptable cost reduction for services
25 not provided for the remainder of the agreement term.

26 **Quality of Work**

27 Any cleaning agents that may be considered detrimental to painted, varnished, or any
28 building surfaces will not be permitted.

Exhibit A

1 All chemicals shall be used in accordance with the manufacturer's instructions and
2 recommendations.

3 The Contractor shall supply the Safety Data Sheets (SDS) for each product that will be
4 used to Facility Services. New SDS must be provided for any changes in product(s) used
5 throughout the term of the agreement.

6 All work areas shall be cleaned up at the end of the workday and all debris removed by
7 the Contractor on a daily basis. Upon completion of work at each worksite, the vendor shall
8 remove all equipment and surplus material from the premises and legally dispose of it.

9 Any and all damage to buildings or grounds as a result of services performed shall be
10 immediately documented and reported to Facility Services. Should damage occur as a result of
11 the Contractor's work, the Contractor will be responsible and incur the cost of the repair and/or
12 replacement of the damaged area.

13 The County reserves the right to request the removal of any supplies, equipment, and/or
14 personnel it deems not to meet Federal, State, City, and building codes or regulations. The
15 County may also request the halt of any unsafe practices observed while in performance of
16 these services. This will in no way relieve the Contractor of compliance with the washing
17 schedule already in place.

18 **Personnel Performance and Supervision**

19 The Contractor shall have in their employ, or under their control, sufficient qualified and
20 competent personnel to perform work promptly and in accordance with schedules and
21 requirements provided herein.

22 The Contractor shall provide all supervision on site to coordinate and inspect work.

23 The Contractor's on-site supervisor shall check-in with County management at each
24 location prior to the start of each day and report progress at the end of each day before leaving.
25 The Contractor's on-site supervisor shall also check-in with County management at each
26 location after completing the work project for inspection.

27 The Contractor's personnel must be capable of performing at an effectiveness level in
28 accordance with industry standards. All work shall be performed in a professional manner.

Exhibit A

While on duty, all of the Contractor's personnel shall be identified by uniform short, blouse, or smock indicating the company name or logo in print large enough to be easily read.

Security

The Contractor acknowledges that security is of great concern to the County. Failure for the Contractor to comply with security requirements under this Agreement will be considered a breach of security and shall result in the County having the right to terminate this Agreement for the Contractor's default.

The Contractor shall cause its personnel to cooperate with all County Security personnel at all times, and be subject to and conform to County security rules and regulations. Any violations or disregard of these rules may be cause for the County's denial of access by such Contractor personnel to County property, provided however, the Contractor shall remain obligated to perform all of its obligations under this Agreement.

Background Investigations: Prior to the beginning of any services, each of the Contractor's personnel providing these services shall successfully clear a background check completed by, and to the satisfaction of, the County of Fresno Sheriff's Office (Sheriff's Office). The successful background check will be required before access will be permitted to any County facility/property by any of the Contractor's personnel. Clearance must be acquired and maintained at all times by all of the Contractor's personnel. Background checks provided by any agency other than the Sheriff's Office will not be accepted.

Notwithstanding anything to the contrary in this Agreement, the County reserves the right to conduct a further background check of any of the Contractor's personnel after they have successfully cleared such a background check by the Sheriff's Office.

The Contractor will be notified regarding the result of background checks. Those personnel of the Contractor who successfully clear a background check will promptly report to the County of Fresno Security Office 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 at the Fresno County Main Jail lobby located at 1225 M St., Fresno, CA 93721. The process takes approximately 20 minutes, plus waiting time.

Exhibit A

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.

The Contractor shall inform its personnel that: (a) persons who are successfully cleared through this background check process are entered into the Department of Justice database, and (b) their records are flagged, and the Sheriff's Office is notified if the person is ever arrested in the future.

All background checks for the Contractor's personnel must be approved by the Sheriff's Office prior to entering any County facility.

Approval will not be granted by the Sheriff's Office to any of the Contractor's personnel having any of the following circumstances:

- They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
- They have ever been charged with a felony or are currently under investigation for a felony.
- They are charged with or convicted of any crime committed in or at a correctional institution.
- They are currently on parole or probation or are a sentenced inmate at any correctional facility.
- They have been refused a license as a private investigator or had such license revoked.
- They fraudulently represented themselves, their credentials, their employment or their criminal or arrest record on their application.
- Make omissions or false statements on their application.
- They have no valid reason for entering a facility.
- Their admission into a facility could represent a threat to security, staff, or inmate safety.

Further information regarding criteria for background clearance, including an appeal process for someone who may be denied clearance is available upon request.

Exhibit A

1 Identification (ID) Badges: the Contractor's personnel will be issued a badge that must
2 be worn and be visible at all times during performance of work in any County building, to identify
3 the wearer as an individual who is authorized to enter County facilities.

- 4 • ID badges will be given only after successfully completing the background
5 investigation mentioned in the previous section. ID badges will be issued when
6 the photo is taken. If electronic access to any County facility is required,
7 activation of the badge may take an additional 48 hours to complete.
- 8 • The County will be responsible for the costs of the Contractor's ID badges. .
- 9 • The wearer of the ID badge shall not escort or bring any other individuals into
10 any County facilities. County-issued ID badges are for the exclusive use of the
11 individual named and pictured on the badge.
- 12 • All ID badges will remain the property of the County and are returnable upon
13 demand or upon expiration of this Agreement. The Contractor will be responsible
14 for collecting all ID badges issued and returning them to the County Security
15 Office when this Agreement ends or when any of the Contractor's personnel
16 leaves employment (or engagement) of the Contractor. The Contractor will
17 assume all responsibility for the Contractor's personnel's use of and the return of
18 the County ID badges.
- 19 • To receive an ID badge, each of the Contractor's personnel will need to present
20 themselves in person with a valid, clean, and legible copy of a Driver's license or
21 State issued Identification Card at the County's Security Office, 2220 Tulare St –
22 Plaza Level, Fresno, CA 93721.

23
24 Access to County Facilities: the Contractor's access to County facilities will be limited to
25 only those of the Contractor's personnel who have received security clearance by the County's
26 Security Division, their ID badge, and are designated to perform the work.

27 Any misuse of the County issued ID shall be considered as failure to comply with the
28 security requirements and shall be grounds for the County's termination of this Agreement.

Exhibit A

Access to County facilities on the weekends and/or holidays must have prior approval from County Security. The Contractor will work with the Facility Services Manager to ensure access is approved when submitting their work request prior to any work commencing.

When working after normal business hours, the Contractor shall keep the buildings locked while performing services on the premises. The Contractor shall not allow unauthorized persons to gain access to the building.

Security of Site

Security provisions will be strictly enforced by County management and Security. All of the Contractor's personnel who are required to perform services at a site shall be confined to the area required to complete the work.

Proper protection of occupants, pedestrians, buildings, and grounds, including objects falling from heights, shall be the responsibility of the Contractor.

All work will be staged and executed in a manner that will maintain access to all exits and entrances of the building for all building occupants.

The Contractor will be responsible for any encroachment permits as required for equipment or vehicle staging, if necessary.

The Contractor is responsible for the conduct of the Contractor's personnel while on County property, this includes but is not limited to the following:

- Be restricted only to work areas to which they are assigned.
- Rest breaks shall be taken only in pre-assigned areas. These will be provided by County management at each location when the Contractor completes the check-in process prior to work commencing.
- Conduct themselves in an orderly and safe manner.
- There will be no loitering in the building.
- No smoking inside any County facility or within 25 feet of any exterior building entrance.
- Personal items stored by County employees in their offices, work areas, break rooms, or refrigerators, shall not be disturbed.

Exhibit A

- Possession, use, or under the influence of alcohol or illegal drugs while on County property is strictly prohibited. The County maintains a zero-tolerance policy.
- No soliciting, gambling, or any immoral or undesirable conduct on County property will be permitted.

Department Specific Requirements

Probation Juvenile Detention Facilities – No Hostage Policy. See Exhibit E.

Fresno Sheriff – Coroner’s Office (FSCO) Jail Detention Facilities – No Hostage Policy.

See Exhibit F.

Sheriff Coroner building – the Contractor and their staff providing services to the morgue may be exposed to deceased persons, strong odors, and an environment similar to a hospital setting. Contractor personnel working at this facility are required to treat the details of the deceased as private and confidential. Personnel should maintain composure at all times.

The Contractor must comply with the Prison Rape Elimination Act (PREA) 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 personnel will immediately follow the orders of the Facility Administrator or his/her designees. The Contractor shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving County staff and the Contractor’s personnel, 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 B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

All rates for any service below include all labor, travel, taxes, permits, etc.

PART I: ADDING NEW BUILDINGS

Rates for Level 1 Window Washing Services.

For buildings up to 15 feet high, the cost per square foot of window shall be:	\$0.50 per sq. ft. of window
For buildings 16-30 feet high, the cost per square foot of window shall be:	\$1.00 per sq. ft. of window
For buildings 31-45 feet high, the cost per square foot of window shall be:	\$1.50 per sq. ft. of window
For buildings 46-60 feet high, the cost per square foot of window shall be:	\$2.00 per sq. ft. of window

PART II: EXTRA SERVICES

For pressure washing services, the cost per square foot when the premises are generally clean shall be:	\$0.10 per sq. ft.
For pressure washing services, the cost per square foot when the premises are generally dirty shall be:	\$0.15 per sq. ft.
For blind cleaning services, the cost per square foot shall be:	\$20.00 per sq ft.

PART III: BUILDING LOCATIONS LIST

GROUP I-Monthly Service

Exhibit B

#	ADDRESS	FLOORS	SERVICES NEEDED	INTERIOR/ EXTERIOR	SPECIAL NOTES
1	Jail 1225 M St.	2	Level 1 Services	Exterior only	The Contractor shall use appropriate material to remove calcium buildup on windows.
JOB TOTAL \$3,600.00					

TOTAL GROUP I \$3,600.00

GROUP II-Quarterly Service

#	ADDRESS	FLOORS	SERVICES NEEDED	INTERIOR/ EXTERIOR	SPECIAL NOTES
2	Coroner's Bldg. 3150 E. Jefferson	1	Level 1 Services	Exterior only	The Contractor's staff may be exposed to deceased persons. Beware of strong odors. Setting similar to hospital environment.
JOB TOTAL \$800.00					

TOTAL GROUP II \$800.00

GROUP III-Semi-Annual Service

#	ADDRESS	FLOORS	SERVICES NEEDED	INTERIOR/ EXTERIOR	SPECIAL NOTES
3	Fairgrounds Annex Bldg. #341 4468 E. King Canyon	1	Level 1 Services	Both	N/A
JOB TOTAL \$680.00					

Exhibit B

#	ADDRESS	FLOORS	SERVICES NEEDED	INTERIOR/ EXTERIOR	SPECIAL NOTES
4	Fairgrounds Annex Bldg. #340 4468 E. Kings Canyon	1	Level 1 Services	Both	N/A
JOB TOTAL \$2,260.00					
5	Modular D Bldg. #343 4452 E. Kings Canyon	1	Level 1 Services	Both	N/A
JOB TOTAL \$586.00					
6	Recorder's Building 1250 Van Ness	2	Level 1 Services	Both	N/A
JOB TOTAL \$1,250.00					
7	Animal Shelter, Building 1 1510 Dan Ronquillo Drive		Level 1 Services	Both	No Partitions
JOB TOTAL \$840.00					
8	Animal Shelter, Building 2 1510 Dan Ronquillo Drive		Level 1 Services	Both	No Partitions
JOB TOTAL \$584.00					
9	Animal Shelter, Building 3 1510 Dan Ronquillo Drive		Level 1 Services	Both	No Partitions
JOB TOTAL \$776.00					

TOTAL GROUP III \$6,976.00

Exhibit B

GROUP IV-Annual Service

#	ADDRESS	FLOORS	SERVICES NEEDED	INTERIOR/ EXTERIOR	SPECIAL NOTES
10	Ag. Bldg. #404 1730 S. Maple	1	Level 1 Services	Both	N/A
JOB TOTAL \$452.00					
11	Ag. Bldg. #415 4535 E. Hamilton	1	Level 1 Services	Both	N/A
JOB TOTAL \$400.00					
12	Elections Warehouse Bldg. #437 4525 E. Hamilton	2	Level 1 Services	Both	N/A
JOB TOTAL \$665.00					
13	Materials Testing/Lab & Warehouse Bldg. #413 4553 E. Hamilton	1	Level 1 Services	Both	N/A
JOB TOTAL \$725.00					
14	Materials Testing/Lab & Warehouse Bldg. #414 4553 E. Hamilton	1	Level 1 Services	Both	N/A
JOB TOTAL \$5.00					
15	Bldg. #400 1720 S. Maple	1	Level 1 Services	Both	N/A

Exhibit B

#	ADDRESS	FLOORS	SERVICES NEEDED	INTERIOR/ EXTERIOR	SPECIAL NOTES
JOB TOTAL \$400.00					
16	Mercer Bldg. #612 1221 Fulton Mall	3	Level 1 Services	Both	N/A
JOB TOTAL \$1,782.00					
17	Brix Bldg. #611 1221 Fulton Mall	6	Level 1 Services	Both	N/A
JOB TOTAL \$3,594.00					
18	Headquarters Bldg. #604 2200 Fresno St.	2	Level 1 Services	External only	N/A
JOB TOTAL \$4,168.00					
19	Bldg. #317 4441 E. Kings Canyon Rd	1	Level 1 Services	Both	N/A
JOB TOTAL \$615.00					
20	Bldg. #319 4411 E. Kings Canyon Rd	1	Level 1 Services	Both	N/A
JOB TOTAL \$1,515.00					
21	Bldg. #320 515 S. Cedar Ave	1	Level 1 Services	Both	N/A
JOB TOTAL \$885.00					
22	Mod. A Bldg. #332 4409 E. Inyo Ave	1	Level 1 Services	Both	N/A
JOB TOTAL \$135.00					
23	Mod. B Bldg. #333	1	Level 1 Services	Both	N/A

Exhibit B

#	ADDRESS	FLOORS	SERVICES NEEDED	INTERIOR/ EXTERIOR	SPECIAL NOTES
	4417 E. Inyo Ave				
JOB TOTAL \$135.00					
24	CRMC Bldg. #331 4460 E Huntington	1	Level 1 Services	Both	N/A
JOB TOTAL \$535.00					
25	CRU Bldg. #330 496 S. Barton Ave	1	Level 1 Services	Both	N/A
JOB TOTAL \$970.00					
26	Sierra Bldg. 1925 E. Dakota Ave	2	Level 1 Services	Both	N/A
JOB TOTAL \$4,320.00					
27	333 W. Pontiac Way	1	Level 1 Services	Both	N/A
JOB TOTAL \$1,450.00					
28	Hall of Records 2281 Tulare St.	4	Level 1 Services	Both	Note: Some windows leak-do not use pressure washer to clean windows.
JOB TOTAL \$4,400.00					
29	Bldg. #701 3333 E. American Ave.	2	Level 1 Services	Both	N/A
JOB TOTAL \$5,095.00					
30	Olive Bldg. #632 5555 E. Olive Ave	1	Level 1 Services	Both	N/A
JOB TOTAL \$1,185.00					
31	Hedges Bldg. #633	1	Level 1 Services	Both	N/A

Exhibit B

#	ADDRESS	FLOORS	SERVICES NEEDED	INTERIOR/ EXTERIOR	SPECIAL NOTES
	5520 E. Hedges Ave				
JOB TOTAL \$195.00					
32	Heritage Bldg. #848 3151 N. Millbrook Ave	2	Level 1 Services	Both	N/A
JOB TOTAL \$1,700.00					
33	Radiology Bldg. #843 3676 E. Shields Ave	2	Level 1 Services	Both	N/A
JOB TOTAL \$455.00					
34	Taft Bldg. #844 3688 E. Shields Ave	1	Level 1 Services	Both	N/A
JOB TOTAL \$385.00					
35	Rowell Bldg. #863 2100 Tulare Ave	7	Level 1 Services	Both	N/A
JOB TOTAL \$6,500.00					
36	Crocker Bldg. #864 2135 Fresno St	4	Level 1 Services	Both	Clean awnings over doorways.
JOB TOTAL \$5,166.00					

TOTAL GROUP IV \$47,832.00

GROUP V-Annual Service-Plaza

Exhibit B

#	ADDRESS	FLOORS	SERVICES NEEDED	INTERIOR/ EXTERIOR	SPECIAL NOTES
37	Plaza Bldg. 2220 Tulare St.	21	Level I Services Extra Services: Caulking Guarantee & Bird Netting	Both	The County will provide 220-volt receptacles, 208- volt Outlets on roof top parapet and eyebolts on parapet for safety lines.
JOB TOTAL \$19,450.00					
38	Child Support, #210P 2220 Tulare St.	2	Level 1 Services	Both	Wash upper & lower levels.
JOB TOTAL \$180.00					
39	Child Support, #310P 2220 Tulare St.	2	Level 1 Services	Both	Wash upper & lower levels.
JOB TOTAL \$920.00					
40	Public Works, Suite A 2220 Tulare St.	2	Level 1 Services	Both	Awnings on annex building are excluded from bid.
JOB TOTAL \$380.00					
41	Public Works, Suite B 2220 Tulare St.	2	Level 1 Services	Both	Awnings on annex building are excluded from bid.
JOB TOTAL \$500.00					
42	Elections 2221 Kern St.	1 st floor only	Level 1 Services	Both	Note: Accessible interior windows.
JOB TOTAL \$475.00					
43	Facilities 2233 Kern St.	1 st floor only	Level 1 Services	Both	N/A
JOB TOTAL \$85.00					

TOTAL GROUP V \$21,990.00

PART IV: TOTAL PACKAGE COST

Exhibit B

Please provide the total cost for each group and a summation of the total cost of all groups below:

Group	Total Annual Cost
GROUP I	\$ 3,600.00
GROUP II	\$ 800.00
GROUP III	\$ 6,976.00
GROUP IV	\$ 47,832.00
GROUP V	\$ 21,990.00
TOTAL=	\$ 81,198.00

Exhibit C

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit C

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

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, 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.

2. Additional Requirements

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

Exhibit D

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.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely 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.

Exhibit D

(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.



Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

**Authority: Title 15; Section 1327;
California Code of Regulations**

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

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

I. HOSTAGE SITUATION PROCEDURES

- A. If any minor(s) and/or other person(s) in the facility attempt to hold any person hostage, and they do not respond to verbal commands to stop staff will immediately notify the Watch Commander. He/she will respond to the location and assess the situation. If a hostage situation is in progress the Watch Commander will:
 1. Summon assistance from other officers as required.
 2. Establish a secure perimeter around the hostage takers and allow no one to pass into it for any reason without authorization. Risks should not be taken that might allow the taking of additional hostages.
 3. Evacuate all non-essential persons at the scene to a safe location or any housing pod that is not directly involved in the incident.
 4. Direct officers to place minors in uninvolved housing pods in their rooms and have them remain there until directed otherwise. Minors outside of housing pods will remain in place under officer supervision until it is safe to return to their respective housing pods or any housing pod that is not directly involved in the incident.
 5. Immediately notify the Director or the Probation Services Manager/Assistant Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.
- B. The Fresno Sheriff's Dispatch Center (488-3111) will be notified immediately and a request for a trained hostage negotiator and other emergency personnel will be made as needed. Prior to the arrival of the Sheriff Department's hostage negotiator the Watch Commander will attempt to ascertain:

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

II. PARENTAL AND MEDIA INFORMATION

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

III. SECURITY AND OPERATIONAL REVIEW

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

Vendors, Volunteers and Student Interns

308.1 PURPOSE AND SCOPE

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

308.1.1 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 for the Department 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.

308.2 POLICY

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

308.3 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.

Fresno County Probation Department

Juvenile Justice Campus Manual

Vendors, Volunteers and Student Interns

308.4 RECRUITMENT, SELECTION, AND APPOINTMENT

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

308.4.1 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 members to the Personnel Unit through the requester's immediate supervisor. A complete description of the volunteer's or intern's duties and a requested time frame should be included in the request. All Department 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.

308.4.2 SELECTION

Vendor, volunteer and student intern candidates shall successfully complete this 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.

308.4.3 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.

308.5 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.

Fresno County Probation Department

Juvenile Justice Campus Manual

Vendors, Volunteers and Student Interns

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

308.6 PERSONNEL WORKING AS STUDENT INTERNS

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

308.7 PERSONNEL UNIT

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

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

- (a) Recruiting and selecting qualified volunteers and student interns.
- (b) Maintaining records for each vendor, volunteer and student intern.
- (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.

308.8 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.

308.8.1 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

Vendors, Volunteers and Student Interns

and student intern shall become thoroughly familiar with these policies 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 vendors, 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.

308.9 TASK SPECIFIC TRAINING

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

Vendors, volunteers and student interns shall be provided with the policies of the Department and procedures applicable to their assignments.

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

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, Juvenile Correctional Officers or other full-time 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, either oral or written, issued by the Department.

308.9.1 STATE REQUIREMENTS

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

308.10 SUPERVISION

Each vendor, volunteer and 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 members on all levels.

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- (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.

308.10.1 EVALUATIONS

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

308.10.2 FITNESS FOR DUTY

No vendor, volunteer or student intern shall report for work or be at work when the individual's 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.

308.11 INFORMATION ACCESS

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 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 and have the fingerprints submitted 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

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maintain that they represent the Department in such matters without permission from the proper Department personnel.

308.11.1 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.

308.12 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.

308.13 TERMINATION OF SERVICES

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

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

308.14 ISSUED DATE

- 02/18/2022

NO HOSTAGE SITUATIONS



California Code of Regulations

Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

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

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

I. HOSTAGE SITUATION PROCEDURES

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

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

II. PARENTAL AND MEDIA INFORMATION

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

III. SECURITY AND OPERATIONAL REVIEW

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

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

TITLE:	HOSTAGE SITUATIONS	NO: B-130
	FILE: HOSTAGE	

EFFECTIVE DATE:	12-18-89	REVISED:	08-06-90, 12-25-94, 05-06-96, 09-01-99, 12-01-10
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AUTHORITY:	Sheriff M. Mims	APPROVED BY:	Assistant Sheriff T. Gattie
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REFERENCE:	California Code of Regulations, Title 15, Section 1029(a)(7)(B) and Penal Code Section 236.
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PURPOSE:

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

POLICY:

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

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

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

PROCEDURES:

I. DEFINITION

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

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

FRESNO COUNTY SHERIFF'S OFFICE
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- A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).
- B. The Watch Commander will notify the Patrol Watch Commander and apprise them of the incident. The Patrol Watch Commander may be requested to activate the Crisis Negotiations Team (CNT), outside support agencies, equipment, personnel, and dispatch a detective to the scene for the crime report.

III. DURING NEGOTIATIONS

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

IV. HOSTAGE SURVIVAL STRATEGIES

- A. If taken hostage, it is important to make the transition from being a victim to being a survivor. The following are not strict rules that must be rigidly followed, but rather general guidelines. There will always be exceptions.
 - 1. Regain/maintain composure. Try to be calm, focused and clear-headed

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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 must make it known that they are in charge.
 - d. Eye contact may be regarded as a challenge; make eye contact with the hostage takers sparingly.
 - e. Fight off basic instincts, such as anger and hostility. Be polite and remain alert. Speak normally and don't complain.
3. Hostages should try to establish a level of rapport or communication with their captors in attempt to get the captors to recognize them as human beings.
 - a. Find a mutual ground, an association with the hostage takers. Foster communication on non-threatening topics (e.g., family, hobbies, sports, interests).
 - b. Use the captors' first names, if known. However, if hostage takers are attempting to conceal their identity, do not give any indication that they are recognized.
 - c. Listen actively to the captors' feelings and concerns, but never praise, participate in, or debate their "cause". If they want to talk about their cause, act interested in their viewpoints. Avoid being overly solicitous, which may be viewed as patronizing or insincere.
 - d. Do not befriend the inmates; such an attempt will likely result in

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exploitation.

- e. Try asking for items that will increase personal comfort. Make requests in a reasonable, low-key manner.
- 4. Be prepared to be isolated and disoriented.
 - a. Do not talk to other hostages. The hostage takers may think a plot is being formed.
 - b. Develop mind games to stimulate thinking and maintain mental alertness.
- 5. Be tolerant of fellow hostages. Just as each person has different reactions to stress, each individual will have different methods of coping as a hostage. Some methods are not effective and may endanger the group, or be annoying to other hostages (e.g., constant talking). Try to help these people cope in other ways.
- 6. Gather intelligence. Hostages should take in and store as much detail, about their captors as possible without drawing attention to their efforts. Make mental notes and attempt to gather the following information: identification of the ring leader, the number of hostage takers, the type of weapons they are using, their tactics, location within the area, etc.
- 7. Maintain hope. Depending on the circumstances, resolution of hostage situations can be a lengthy process.
- B. Stay away from doors and windows through which rescue teams may enter or shoot. If a rescue is attempted, drop to the floor and keep hands in view.
- C. If there is a chance to escape, the hostage should be certain of their success.
 - 1. Balance the likely payoff of any behavior with the possible consequences. Hostage takers may use violence or death to teach a lesson.
 - 2. Realize that Central Control will not open any doors for anyone.
- D. Hostages should be aware of the "Stockholm Syndrome", whereby hostages

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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.

THE PRISON RAPE ELIMINATION (PREA) ACT

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

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

CONTRACTOR shall comply with all Probation Department Policies and Procedures. In the event of a dispute involving COUNTY staff and the contract employee, the on-duty Facility Administrator will have the final decision.” **INFORMATION ON THE PRISON RAPE ELIMINATION ACT CAN BE FOUND HERE:**

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

BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

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

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

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

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

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

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

Identification (ID) Badges

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

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay \$12.51 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.