

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated January 28, 2025 and is between Electric Power Systems International, Inc., a Missouri corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. The County has a need for high-voltage electrical repair, maintenance, inspection, and certification services, on an “as-needed” basis, at various locations throughout the County.

B. The County released Request for Quotation (RFQ) No. 25-008 on July 30, 2024, requesting the successful bidder provide quotes for high-voltage electrical repair, maintenance, inspection, and certification services. The County received two quotes by the closing date of August 20, 2024. The Contractor provided the lowest bid for the requested services.

C. The County desires to engage the Contractor to provide high-voltage electrical repair, maintenance, inspection, and certification services, on an “as-needed” basis, pursuant to the terms of this Agreement.

The Contractor is qualified and willing to perform said services. The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”

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

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

1.4 **Confidentiality of Inmates/Wards/Patients/Clients Identity.** Some the work to be performed under this Agreement may occur in secured facilities or facilities that require

1 confidentiality. The Contractor shall alert and inform its employees and agents that State law
2 requires that the identities of inmates/wards/patients/clients be kept confidential. Revealing the
3 identities of inmates/wards/patients/clients is punishable by law.

4 1.5 **Security.** Security is of great concern to the County. Failure to comply with the
5 security requirements listed below will be considered a breach of contract, and may result in
6 termination of this Agreement for default. The Contractor's personnel shall cooperate with all
7 County security personnel at all times, and shall be subject to and conform to County security
8 rules and regulations, including, but not limited to County security rules and procedures, as
9 detailed in Exhibits E through I. Any violations or disregard of these rules may be cause for
10 denial of access to County property. The background checks required, and policies listed below,
11 may change throughout the life of this Agreement. It is the Contractor's responsibility to request
12 updates from the County. All of the Contractor's employees, agents, and subcontractors must
13 read the policies listed below. Please see the following Exhibits:

- 14 • Exhibit E – Probation Juvenile Detention Facilities – No Hostage Policy
- 15 • Exhibit F – Probation Juvenile Detention Facilities – Campus Manual
- 16 • Exhibit G – Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No
17 Hostage Policy
- 18 • Exhibit H – The Prison Rape Elimination Act
- 19 • Exhibit I – Background Investigations & Identification (ID) Badges

20 Security provisions will be strictly enforced. All parties who are required to perform their
21 individual services at the site shall be limited to the area required to complete the work. Such
22 access shall be obtained by notification to the Facility Services Manager, or his or her designee,
23 of the time and place, prior to commencing the work.

24 All keys used during work shall be numbered. Each key issued shall be recorded, and its
25 prompt return shall be strictly enforced. Duplication of any keys issued is strictly prohibited.
26 These keys shall be returned to the County's representative at the end of each working day,
27 when required.
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1 compensation payable to the Contractor under this Agreement is \$3,500,000. In the event the
2 total maximum compensation amount in the Initial Term, Year 4, and/or Year 5 is not fully
3 expended, the remaining unspent funding amounts shall roll over to each subsequent term's
4 established maximum compensation.

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

12 3.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided
13 agreement number to the County of Fresno, Facility Services, Attention: Facility Services
14 Manager, 4590 E. Cesar Chavez Boulevard., Fresno, CA 93702,
15 ISDFacilitiesAP@fresnocountyca.gov. Each invoice shall reference this agreement number, the
16 FAMIS (the County's computerized maintenance management system) work order number, the
17 date of service, arrival and departure time, address of serviced building, specific area where
18 work was performed, description of services provided, number of service hours and hourly rates
19 for services provided, materials used and cost of materials, notice that warranty of any new
20 material installed was provided, the printed name of the County representative who authorized
21 the work, and the name of the vendor and vendor technician that provided the service. The
22 Contractor shall submit each invoice within 60 days after the month in which the Contractor
23 performs services and in any case within 60 days after the end of the term or termination of this
24 Agreement.

25 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
26 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
27 address specified in the invoice.

1 (B) Terminate this Agreement.

2 **6.2 Termination for Breach.**

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

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

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

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

15 **6.3 Termination without Cause.** In circumstances other than those set forth above, the
16 County may terminate this Agreement by giving at least 30 days advance written notice to the
17 Contractor.

18 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
19 under this Article 6 is without penalty to or further obligation of the County.

20 **6.5 County's Rights upon Termination.** Upon termination for breach under this Article
21 6, the County may demand repayment by the Contractor of any monies disbursed to the
22 Contractor under this Agreement that, in the County's sole judgment, were not expended in
23 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
24 demand. This section survives the termination of this Agreement.

25 **Article 7**

26 **Taxes, Permits, Fees, and Indemnification for Patent Infringement Claim**

27 7.1 Taxes, permits, fees and indemnification for patent infringement claim. The
28 Contractor shall pay for and include all Federal, State, and local taxes, direct or indirect, upon all

1 materials, and take out and pay all fees and charges for permits and licenses, unless otherwise
2 specified in the Job Order or Technical Specifications.

3 7.2 Royalty and license fees incidental to the use of any patented material, device or
4 process shall be paid by the Contractor, and in the event of a claim or alleged infringement of
5 patent copyright, or Trade Secrete rights, the Contractor shall indemnify, save the County free
6 and harmless, and defend, at the Contractor's own expense, any and all suits that may be
7 brought in connection with such royalty and license fees.

8 **Article 8**

9 **Independent Contractor**

10 8.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
11 agents, employees, and volunteers, is at all times acting and performing as an independent
12 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
13 venturer, partner, or associate of the County.

14 8.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
15 manner or method of the Contractor's performance under this Agreement, but the County may
16 verify that the Contractor is performing according to the terms of this Agreement.

17 8.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
18 right to employment rights or benefits available to County employees. The Contractor is solely
19 responsible for providing to its own employees all employee benefits required by law. The
20 Contractor shall save the County harmless from all matters relating to the payment of the
21 Contractor's employees, including compliance with Social Security withholding and all related
22 regulations.

23 8.4 **Services to Others.** The parties acknowledge that, during the term of this
24 Agreement, the Contractor may provide services to others unrelated to the County.

25 **Article 9**

26 **Indemnity and Defense**

27 9.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
28 County (including its officers, agents, employees, and volunteers) against all claims, demands,

1 injuries, damages, costs, expenses (including reasonable attorney fees and costs), fines,
2 penalties, and liabilities to the County, the Contractor, or any third party that arise from or relate
3 to the performance or failure to perform by the Contractor (or any of its officers, agents,
4 subcontractors, or employees) under this Agreement. The County may conduct or participate in
5 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
6 defend the County.

7 9.2 **Survival.** This Article 9 survives the termination of this Agreement.

8 **Article 10**

9 **Insurance**

10 10.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
11 Agreement.

12 **Article 11**

13 **Inspections, Audits, and Public Records**

14 11.1 **Inspection of Documents.** The Contractor shall make available to the County, and
15 the County may examine at any time during business hours and as often as the County deems
16 necessary, all of the Contractor's records and data with respect to the matters covered by this
17 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
18 request by the County, permit the County to audit and inspect all of such records and data to
19 ensure the Contractor's compliance with the terms of this Agreement.

20 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this
21 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
22 California State Auditor, as provided in Government Code section 8546.7, for a period of three
23 years after final payment under this Agreement. This section survives the termination of this
24 Agreement.

25 11.3 **Public Records.** The County is not limited in any manner with respect to its public
26 disclosure of this Agreement or any record or data that the Contractor may provide to the
27 County. The County's public disclosure of this Agreement or any record or data that the
28 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

23 **11.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within five business days after the County's demand, the

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

17 **Article 12**

18 **Disclosure of Self-Dealing Transactions**

19 12.1 **Applicability.** This Article 12 applies if the Contractor is operating as a corporation,
20 or changes its status to operate as a corporation.

21 12.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
22 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
23 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
24 the County before commencing the transaction or immediately after.

25 12.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
26 a party and in which one or more of its directors, as an individual, has a material financial
27 interest.
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1 **Article 13**

2 **General Terms**

3 13.1 **County.** The County of Fresno, State of California, as represented by the Fresno
4 County Board of Supervisors.

5 13.2 **Director.** The County’s Director of Internal Services/Chief Information Officer, acting
6 either directly or through properly authorized agents, such agents acting within the scope of the
7 particular duties entrusted to them, which ever department issues the Notice to Proceed to the
8 Contractor.

9 13.3 **Contractor.** Person, persons, entity, co-partnership: or corporation so named in the
10 Agreement.

11 13.4 **Subcontractor.** Person, persons, entity, co-partnership or corporation having direct
12 contract with the Contractor.

13 13.5 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this
14 Agreement may not be modified, and no waiver is effective, except by written agreement signed
15 by both parties. The Contractor acknowledges that County employees have no authority to
16 modify this Agreement except as expressly provided in this Agreement.

17 13.6 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
18 under this Agreement without the prior written consent of the other party.

19 13.7 **Governing Law.** The laws of the State of California govern all matters arising from
20 or related to this Agreement.

21 13.8 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
22 County, California. The Contractor consents to California jurisdiction for actions arising from or
23 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
24 brought and maintained in Fresno County.

25 13.9 **Days.** Unless otherwise specified, “days” means calendar days.

26 13.10 **Headings.** The headings and section titles in this Agreement are for convenience
27 only and are not part of this Agreement.

1 13.11 **Severability.** If anything in this Agreement is found by a court of competent
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
5 intent.

6 13.12 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
7 not unlawfully discriminate against any employee or applicant for employment, or recipient of
8 services, because of race, religious creed, color, national origin, ancestry, physical disability,
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
11 all applicable State of California and federal statutes and regulation.

12 13.13 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
13 of the Contractor under this Agreement on any one or more occasions is not a waiver of
14 performance of any continuing or other obligation of the Contractor and does not prohibit
15 enforcement by the County of any obligation on any other occasion.

16 13.14 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
17 between the Contractor and the County with respect to the subject matter of this Agreement,
18 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
19 publications, and understandings of any nature unless those things are expressly included in
20 this Agreement. If there is any inconsistency between the terms of this Agreement without its
21 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
22 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
23 exhibits.

24 13.15 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
25 create any rights or obligations for any person or entity except for the parties.

26 13.16 **Agent for Service of Process.** The Contractor represents to County that the
27 Contractor's agent for service of process in California, and that such agent's address for
28

1 receiving such service of process in California, which information the Contractor shall maintain
2 with the office of the California Secretary of State, is as follows:

3 **1505 Corporation C T Corporation System**

4 330 N Brand Boulevard

5 Glendale, CA 91203

6 Los Angeles County

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

13 **13.17 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

19 **13.18 Electronic Signatures.** The parties agree that this Agreement may be executed by
20 electronic signature as provided in this section.

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

26 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
27 equivalent to a valid original handwritten signature of the person signing this Agreement
28 for all purposes, including but not limited to evidentiary proof in any administrative or

1 judicial proceeding, and (2) has the same force and effect as the valid original
2 handwritten signature of that person.

3 (C) The provisions of this section satisfy the requirements of Civil Code section
4 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
5 Part 2, Title 2.5, beginning with section 1633.1).

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

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

13 13.19 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
14 original, and all of which together constitute this Agreement.

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

ELECTRIC POWER SOURCE
INTERNATIONAL, INC.

COUNTY OF FRESNO

Yigitcan Unludag
Yigitcan Unludag (Jan 13, 2025 12:40 EST)
Yigitcan Unludag, President

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

4 Wayne Ct. #8
Sacramento, CA 95829

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

By: Hananah
Deputy

For accounting use only:

Org No.: 8935
Account No.: 7295
Fund No.: 1045
Subclass No.: 10000

Exhibit A

Scope of Services

The Contractor shall provide all labor, materials, tools, transportation, and equipment required for emergency response and supplemental electrical services, on an “as-needed” basis, at various locations throughout the County, as described below.

Parts:

The Contractor shall provide parts and materials on an “as-needed” basis.

- Parts may be ordered for delivery to County facilities or picked-up in store by County staff.
- The County may from time to time, request to see the list/catalog pricing to verify charges, and the Contractor shall comply.

Services:

The Contractor shall provide all supervision, labor, equipment, tools, raw materials, supplies, and other items or services necessary to perform work, including, but not limited to:

- Installation of overhead and underground electrical conductors
- Raceway installations
- Substation and vault maintenance
- Replace of power poles, cross arms, and transformers
- Cable maintenance and splicing
- Replacement of circuit breakers and fuses
- Inspection, service, repair or replacement of high-voltage transmission lines, conduit, power poles, and all related structural components
- Inspection, service, thermal imaging, maintenance and repair or replacement of high-voltage switch gear, breakers, transformers and related components
- Performing start-up, de-energizing, energizing commissioning and decommissioning system operability and functionality

Exhibit A

- Furnishing all necessary portable generators, temporary wiring and/or related equipment necessary to supply temporary power during electrical component refurbishment work

The Contractor shall, at all times, protect County buildings from damage. The Contractor shall remove, and replace with new work, any work damaged by failure to provide protection. Replacement of damaged work will be performed at no additional cost to the County.

When services are performed in secured County facilities, the Contractor shall account for and keep all areas free of any and all types of hand tools, power tools, small parts, scrap material, and all other materials which might be concealed upon the person of an inmate/ward/patient, at all times when such tools and materials are not used for the task at hand.

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

Workmanship shall be to the best of trade practices, performed by workers thoroughly trained and familiar with the respective systems. All defective workmanship shall be corrected by the Contractor at the Contractor's expense.

Prior to start of work, the Contractor shall take necessary measures to ensure all sources of electrical energy have been de-energized and secured from access by unauthorized personnel by an approved means. Contractor shall notify the County Representative prior to de-energizing affected equipment.

The Contractor shall provide security fencing around the County job site, as appropriate and as needed. The Contractor shall also provide all necessary security measures against hazards to prevent injury, theft, vandalism, damage, and unauthorized access. The County is not responsible for loss or damage to the Contractor's equipment, tools, parts, and/or materials at County job sites during the performance of work.

The Contractor shall ensure that all work is completed in accordance with manufacture's specifications, current building code requirements, established construction practices and required safety standards, as applicable.

Exhibit A

Scheduling of Work

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

Emergency Work

The Contractor shall respond to emergency response service calls at any time during a 24-hour period, seven days per week, 365 days per year. Details regarding each emergency service request will be relayed at the time of each call. The Contractor shall inform the County of any expected arrival delays. All work of a callback nature shall be treated as an emergency and work commenced shall be carried through to completion without delay.

Determination of call level is at the sole discretion of the Director, or their authorized representatives. Emergency callback levels are categorized as follows:

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

All work must be approved by the Facility Services Manager, or their designee, before work can begin. The Contractor responding to a service request shall report to the building manager prior to beginning work, and at the completion of work.

Contractor's License

The Contractor shall possess appropriate licenses for the project in accordance with the current regulations and statutes. The Contractor must possess a current State of California Contractor's License, Class C-10 (Electrical Contractor) during the entirety of this Agreement.

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.

Labor:

Service Levels and Rates (per hour)	Rate Year 1	Rate Year 2	Rate Year 3	Rate Year 4 (optional extension)	Rate Year 5 (optional extension)
Normal Hours	\$278.00	\$286.00	\$295.00	\$304.00	\$313.00
Premium Hours	\$382.00	\$393.00	\$406.00	\$418.00	\$430.00

Parts and Materials

Parts and materials will be reimbursed at cost. A copy of the original invoice must accompany the invoice for payment.

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.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Professional Liability.** If the Contractor employs licensed professional staff, (e.g., Ph.D., R. N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- (G) **Property Installation Floater.** The Contractor shall procure and maintain at the Contractor's sole cost and expense, Property Installation Floater which provides for the improvement, remodel, modification, alteration, conversion, or adjustment to existing

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buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structures, machinery, or equipment damaged, impaired, broke, or destroyed during the performance of the work, including during transit, installation, and testing at COUNTY's site. The policy must name the County as an additional loss payee and must include applicable endorsements.

- (H) **All-Risk Insurance.** The Contractor shall procure and maintain at Contractor's sole cost and expense, Builders Risk Course of Construction insurance, including fire and vandalism coverage, covering the entire work (including any County furnished material and equipment) against loss or damage until completion and acceptance by County. Such insurance shall be for each Job Order in an amount up to the value of each Job, and endorsed for broad form property damage, breach of warranty, demolition costs, and debris removal. County will permit a deductible not exceeding 5%. The policy must cover Contractor, Contractor's subcontractors, County, its agents, the awarding entity, and any Trustee, under the indenture or trust agreement securing the bonds, certificates of participation, or other evidence of indebtedness issued to finance the work contemplated herein. The value of the policy shall be in U.S. currency.
- (I) **Bonds.** The Contractor shall furnish to the County a payment bond and performance bond, each in the amount of 100% of the Maximum Contract Amount, which shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 9554; all bonds shall be submitted in triplicate.

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 volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability

Exhibit D

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

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

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charges against any amounts owed by the County to the Contractor under this Agreement.

- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors. Sub-Contractors.



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

Exhibit E

Subject: Hostage Situation Policy #: 326.0

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

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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 ensure that such an incident does not repeat itself.

Fresno County Probation Department

Vendors, Volunteers and Student Interns

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

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.

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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

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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

Exhibit G

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS
FILE: HOSTAGE

NO: B-130

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

PURPOSE:

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

POLICY:

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

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

PROCEDURES:

I. DEFINITION

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

II. NOTIFICATIONS. CONTAINMENT AND CONTROL OF THE SITUATION

- A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).
- B. The Watch Commander will notify the Patrol Watch Commander and 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

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dispatch a detective to the scene for the crime report.
III. DURING NEGOTIATIONS

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

IV. HOSTAGE SURVIVAL STRATEGIES

- A. If taken hostage, it is important to make the transition from being a victim to being a survivor. The following are not strict rules that must be rigidly followed, but rather general guidelines. There will always be exceptions.
 - 1. Regain/maintain composure. Try to be calm, focused and clear-headed at all times. Do not stand out from other hostages. Drawing unnecessary attention increases the chance of being singled out and victimized.
 - 2. Maintain a low-key, unprovocative posture. Overt resistance is usually counterproductive in a hostage situation.
 - a. Remain calm and follow instructions. Comply with the hostage takers when at all possible.
 - b. Be stoic. Maintain an outward face of acceptance of adversity with dignity. Avoid open displays of cowardice and fear. Inmates will view frailty and feebleness as weakness, which may lead to victimization.
 - c. Do not antagonize, threaten or aggravate the hostage takers. Avoid saying "no", or arguing with the hostage takers. Do not act authoritative. The hostage takers

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- must make it known that they are in charge.
- d. Eye contact may be regarded as a challenge; make eye contact with the hostage takers sparingly.
 - e. Fight off basic instincts, such as anger and hostility. Be polite and remain alert. Speak normally and don't complain.
3. Hostages should try to establish a level of rapport or communication with their captors in attempt to get the captors to recognize them as human beings.
 4.
 - a. Find a mutual ground, an association with the hostage takers. Foster communication on non-threatening topics (e.g., family, hobbies, sports, interests).
 - b. Use the captors' first names, if known. However, if hostage takers are attempting to conceal their identity, do not give any indication that they are recognized.
 - c. Listen actively to the captors' feelings and concerns, but never praise, participate in, or debate their "cause". If they want to talk about their cause, act interested in their viewpoints. Avoid being overly solicitous, which may be viewed as patronizing or insincere.
 - d. Do not befriend the inmates; such an attempt will likely result in exploitation.
 - e. Try asking for items that will increase personal comfort. Make requests in a reasonable, low-key manner.
 5. Be prepared to be isolated and disoriented.
 - a. Do not talk to other hostages. The hostage takers may think a plot is being formed.
 - b. Develop mind games to stimulate thinking and maintain mental alertness.
 6. Be tolerant of fellow hostages. Just as each person has different reactions to stress, each individual will have different methods of coping as a hostage. Some methods are not effective and may endanger the group, or be annoying to other hostages (e.g., constant talking). Try to help these people cope in other ways.
 7. Gather intelligence. Hostages should take in and store as much detail, about their captors as possible without drawing attention to their efforts. Make mental notes and attempt to gather the following information: identification of the ring leader,

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the number of hostage takers, the type of weapons they are using, their tactics, location within the area, etc.

8. Maintain hope. Depending on the circumstances, resolution of hostage situations can be a lengthy process.
- B. Stay away from doors and windows through which rescue teams may enter or shoot. If a rescue is attempted, drop to the floor and keep hands in view.
- C. If there is a chance to escape, the hostage should be certain of their success.
1. Balance the likely payoff of any behavior with the possible consequences. Hostage takers may use violence or death to teach a lesson.
 2. Realize that Central Control will not open any doors for anyone.
- D. Hostages should be aware of the "Stockholm Syndrome", whereby hostages begin to show sympathy toward their captors. Hostages who develop Stockholm Syndrome often view the captor as giving life by simply not taking it. Such hostages often misinterpret a lack of abuse as kindness and may develop feelings of appreciation for the perceived benevolence.

THE PRISON RAPE ELIMINATION (PREA) ACT

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

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

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

BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

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

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

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

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

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

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

Exhibit I

Identification (ID) Badges

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

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
3. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The Contractor will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Contractor will assume all responsibility for their employee's use of and the return of the County ID badges.

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.