

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated October 21, 2025 and is between Total Online Protection LLC, a California limited liability company ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The County requires maintenance and repair services for the County's Uninterruptible Power Supply ("UPS") systems. The UPS is a back-up power source that allows networks and devices to continue running for a short period of time when the primary power source is lost, which is essential for the continuity of operations of County facilities.

B. April 25, 2025, the County released a Request for Quotation ("RFQ") No. 25-095 requesting the successful bidder to provide quotes for inspection, maintenance, corrective, and emergency services to UPS systems and battery power units in operation within various County facilities.

C. The County received five quotes by the closing date of May 22, 2025. The Contractor provided the lowest bid for the requested services.

D. The County desires to engage the Contractor to provide inspection, maintenance, corrective, and emergency services to the UPS and battery power units, pursuant to the terms of this Agreement.

The parties therefore agree as follows:

Article 1

Contractor's Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A 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 confidentiality. The Contractor shall alert and inform its employees and agents that State law requires that the identities of inmates/wards/patients/clients be kept confidential. Revealing the identities of inmates/wards/patients/clients is punishable by law.

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

- Exhibit E – Fresno County Probation Department Juvenile Justice Policy Manual
 - Policy 309 – Vendors, Volunteers and Interns
 - Policy 400 – Emergency Procedures – Facilities (Title 15, §1327)
- Exhibit F – The Prison Rape Elimination Act
- Exhibit G – Fresno Sheriff Sheriff's Office Jail Division Policy & Procedure – Hostage Situation
- Exhibit H – Background Investigations & Identification (ID) Badges

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

1 All keys used during work shall be numbered. Each key issued shall be recorded, and its
2 prompt return shall be strictly enforced. Duplication of any keys issued is strictly prohibited.
3 These keys shall be returned to the County's representative at the end of each working day,
4 when required.

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

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

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

16 1.6 **Contractor Representative.** The Contractor shall provide a Contractor
17 representative to represent the Contractor, who will work with the County to carry out the
18 Contractor's obligations under this Agreement.

19 1.7 **Prevailing Wage.** In accordance with Labor Code section 1770, et seq., the Director
20 of the Department of Industrial Relations of the State of California has determined the general
21 prevailing wages rates and employer payment for health and welfare pension, vacation, travel
22 time and subsistence pay as provided for in Section 1773.1, apprenticeship or other training
23 programs authorized by Section 3093, and similar purposes applicable to the work to be done.

24 Information pertaining to applicable Prevailing Wage Rates may be found on the
25 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

26 It shall be mandatory upon the Contractor herein and upon any subcontractor to pay not less
27 than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or
28 mechanics employed on this public work project, including those workers employed as

1 apprentices. Further Contractor and each subcontractor shall comply with Labor Code sections
2 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned
3 prevailing wage rates shall be posted by the Contractor at the job site where it will be available
4 to any interested party.

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

13 The Contractor and subcontractor shall keep an accurate record showing the names,
14 address, social security number, work classification, straight time, and overtime hours worked
15 each day and week, and the actual per diem wages paid to each journeyman, apprentice,
16 worker, or other employee employed by him or her in connection with this public work project. In
17 accordance with Labor Code section 1776, each payroll record shall be certified and verified by
18 a written declaration under penalty of perjury stating that the information within the payroll
19 record is true and correct and that the Contractor or subcontractor complied with the
20 requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by its
21 employees on this public work project. These records shall be open at all reasonable hours to
22 inspection by the County, its officers and agents, and to the representatives of the State of
23 California – Department of Industrial Relations, including but not limited to the Division of Labor
24 Standards Enforcement.

25 **Article 2**

26 **County's Responsibilities**

27 2.1 **County Representative.** The County shall provide a County representative to
28 represent the County, who will work with the Contractor to carry out the Contractor's obligations

under this Agreement. The County representative will be the County's Facility Services Manager, and/or their designees.

2.2 **Modification of Services.** The Director of General Services, or their designee, reserves the right at any time during the term of this Agreement to add and remove equipment, or locations, or otherwise modify services and service levels. The Contractor understands that any increase or decrease in service hours will affect the compensation paid or time of performance; however, no additions or removals of equipment, locations, or services shall cause the maximum compensation amount to be exceeded, pursuant to Article 3 of this Agreement.

Article 3

Compensation, Invoices, and Payments

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

3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement is \$382,895 for the initial three-year term of this Agreement. In the event this Agreement is extended for its first optional one-year extension ("Year 4"), the total compensation payable to the Contractor under this Agreement is \$427,825. In the event this Agreement is extended for its final one-year extension ("Year 5"), the total compensation payable to the Contractor under this Agreement is \$475,000. In the event the total maximum compensation amount in the initial term, Year 4, and/or Year 5 is not fully expended, the remaining unspent funding amounts shall roll over to each subsequent term's established maximum compensation.

The Contractor acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive compensation under this Agreement only for services performed according to the 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 to the County of Fresno, Facility Services, Attention: Facility Services Manager, 4590 E. Cesar Chavez Boulevard., Fresno, CA 93702, FacilitiesAP@fresnocountyca.gov. Each invoice shall reference this agreement number, the County's Facilities Asset Management Information System (FAMIS) work order number, the date of service, arrival and departure time, address of serviced building, specific area where work was performed, description of services provided, number of service hours and hourly rates for services provided, materials used and cost of materials, notice that warranty of any new material installed was provided, the printed name of the County representative who authorized the work, and the name of the vendor and vendor technician that provided the service. 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 upon execution ("Effective Date") and terminates three years from the Effective Date ("Initial Term"), except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

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 General Services, or their designee, is authorized to sign the written approval on behalf of the County based on the Contractor's

1 satisfactory performance. The extension of this Agreement by the County is not a waiver or
2 compromise of any default or breach of this Agreement by the Contractor existing at the time of
3 the extension whether or not known to the County.

4 **Article 5**

5 **Notices**

6 5.1 **Contact Information.** The persons and their addresses having authority to give and
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**

9 Director of General Services
10 County of Fresno
11 333 W. Pontiac Way
12 Clovis, CA 93612
13 gsdcontracts@fresnocountyca.gov

14 **For the Contractor:**

15 President
16 Total Online Protection LLC
17 429 Cinnamon Lane
18 Temecula, CA 92592
19 mtassinari@top-pwr.com

20 5.2 **Change of Contact Information.** Either party may change the information in section
21 5.1 by giving notice as provided in section 5.3.

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

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

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

(C) A notice delivered by an overnight commercial courier service is effective one
County business day after deposit with the overnight commercial courier service,

1 delivery fees prepaid, with delivery instructions given for next-day delivery, addressed to
2 the recipient.

3 (D) A notice delivered by PDF document attached to an email is effective when
4 transmission to the recipient is completed (but, if such transmission is completed outside
5 of County business hours, then such delivery is deemed to be effective at the next
6 beginning of a County business day), provided that the sender maintains a machine
7 record of the completed transmission.

8 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
9 nothing in this Agreement establishes, waives, or modifies any claims presentation
10 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
11 of Title 1 of the Government Code, beginning with section 810).

12 **Article 6**

13 **Termination and Suspension**

14 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
15 contingent on the approval of funds by the appropriating government agency. If sufficient funds
16 are not allocated, then the County, upon at least 30 days' advance written notice to the
17 Contractor, may:

18 (A) Modify the services provided by the Contractor under this Agreement; or

19 (B) Terminate this Agreement.

20 **6.2 Termination for Breach.**

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

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

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

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

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

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 were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon written notice. Contractor shall not be liable for amounts in excess of the unpaid portion of the Contract Price in the event of breach. 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

1 Contractor's employees, including compliance with Social Security withholding and all related
2 regulations.

3 7.4 **Services to Others.** The parties acknowledge that, during the term of this
4 Agreement, the Contractor may provide services to others unrelated to the County.

5 **Article 8**

6 **Indemnity and Defense**

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

15 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

16 **Article 9**

17 **Insurance**

18 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
19 Agreement.

20 **Article 10**

21 **Inspections, Audits, and Public Records**

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

1 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement.

6 10.3 **Public Records.** The County is not limited in any manner with respect to its public
7 disclosure of this Agreement or any record or data that the Contractor may provide to the
8 County. The County's public disclosure of this Agreement or any record or data that the
9 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

24 (E) This Agreement, and any record or data that the Contractor may provide to the
25 County, is subject to public disclosure as information concerning the conduct of the
26 people's business of the State of California under California Constitution, Article 1,
27 section 3, subdivision (b).
28

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

5 **10.4 Public Records Act Requests.** If the County receives a written or oral request
6 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
7 and which the County has a right, under any provision of this Agreement or applicable law, to
8 possess or control, then the County may demand, in writing, that the Contractor deliver to the
9 County, for purposes of public disclosure, the requested records that may be in the possession
10 or control of the Contractor. Within five business days after the County's demand, the
11 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
12 possession or control, together with a written statement that the Contractor, after conducting a
13 diligent search, has produced all requested records that are in the Contractor's possession or
14 control, or (b) provide to the County a written statement that the Contractor, after conducting a
15 diligent search, does not possess or control any of the requested records. The Contractor shall
16 cooperate with the County with respect to any County demand for such records. If the
17 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
18 CPRA or other applicable law, it must deliver the record or data to the County and assert the
19 exemption by citation to specific legal authority within the written statement that it provides to
20 the County under this section. The Contractor's assertion of any exemption from disclosure is
21 not binding on the County, but the County will give at least 10 days' advance written notice to
22 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
23 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
24 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
25 failure to produce any such records, or failure to cooperate with the County with respect to any
26 County demand for any such records.

1 **Article 11**

2 **Disclosure of Self-Dealing Transactions**

3 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation
4 or changes its status to operate as a corporation.

5 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
7 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
8 the County before commencing the transaction or immediately after.

9 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
10 a party and in which one or more of its directors, as an individual, has a material financial
11 interest.

12 **Article 12**

13 **General Terms**

14 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
15 Agreement may not be modified, and no waiver is effective, except by written agreement signed
16 by both parties. The Contractor acknowledges that County employees have no authority to
17 modify this Agreement except as expressly provided in this Agreement.

18 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
19 under this Agreement without the prior written consent of the other party.

20 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
21 or related to this Agreement.

22 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
23 County, California. The Contractor consents to California jurisdiction for actions arising from or
24 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
25 brought and maintained in Fresno County.

26 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
27 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
28

1 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
2 against either party.

3 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

4 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
5 only and are not part of this Agreement.

6 12.8 **Severability.** If anything in this Agreement is found by a court of competent
7 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
8 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
9 this Agreement with lawful and enforceable terms intended to accomplish the parties’ original
10 intent.

11 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
12 not unlawfully discriminate against any employee or applicant for employment, or recipient of
13 services, because of race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender
15 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
16 all applicable State of California and federal statutes and regulation.

17 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
18 of the Contractor under this Agreement on any one or more occasions is not a waiver of
19 performance of any continuing or other obligation of the Contractor and does not prohibit
20 enforcement by the County of any obligation on any other occasion.

21 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
22 between the Contractor and the County with respect to the subject matter of this Agreement,
23 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
24 publications, and understandings of any nature unless those things are expressly included in
25 this Agreement. If there is any inconsistency between the terms of this Agreement without its
26 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
27 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
28 exhibits.

1 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
2 create any rights or obligations for any person or entity except for the parties.

3 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

9 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
10 electronic signature as provided in this section.

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

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

21 (C) The provisions of this section satisfy the requirements of Civil Code section
22 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
23 Part 2, Title 2.5, beginning with section 1633.1).

24 (D) Each party using a digital signature represents that it has undertaken and
25 satisfied the requirements of Government Code section 16.5, subdivision (a),
26 paragraphs (1) through (5), and agrees that each other party may rely upon that
27 representation.
28

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

4 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
5 original, and all of which together constitute this Agreement.

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

2 TOTAL ONLINE PROTECTION LLC

COUNTY OF FRESNO

3 *Michael F Tassinari*

4 Michael F Tassinari (Oct 3, 2025 15:04:56 PDT)

5 Michael F. Tassinari, President

6 42914 Cinnamon Lane
7 Temecula, CA 92592

Ernest Buddy Mendes

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

Attest:

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

By: *Alexander Vin*

Deputy

11 For accounting use only:

12 Org No.: 8935
13 Account No.: 7205
14 Fund No.: 1045
15 Subclass No.: 10000

Exhibit A

The Contractor shall perform all duties, responsibilities and obligations as set forth in this Exhibit A as follows:

Maintenance Requirements:

The Contractor shall provide the County with routine maintenance and repair services for all UPS and battery power units as listed below:

Scheduled UPS Maintenance:

- Comply with all site safety and security requirements.
- Perform and record maintenance per original equipment manufacturer (OEM) specifications.
- Clean cabinet and surrounding operational area.
- Check internal/external airflow and all fans.
- Measure and record ambient / operating noise levels.
- Perform infrared (IR) scan for normal heat signature.
- Check for excessive mechanical/magnetic vibrations.
- Record key components and ambient operating temps.
- Inspect all components for abnormalities.
- Check and correct all connections to proper torque rating.
- Record normal operation conditions and parameters.
- Record solid state filter assemblies' currents.
- Record capacitor filter assemblies' voltage / current.
- Record magnetic filter assemblies' voltage / current.
- Check and adjust display meters and indicators.
- Record input/output neutral and ground readings.
- Perform periodic subsystems tests.
- Calibrate subsystems.
- Check all circuit breakers and fuses.
- Check remote input/output displays/interfaces.
- Check operating environment safety.
- Check for applicable seismic compliance requirements.
- Re-torque all power terminal lugs and bolts.
- Identify in writing all discrepancies and deficiencies.
- Provide written or emailed reports of service.
- Review report with facilities personnel.

Scheduled Battery Maintenance:

- Comply with all site safety and security requirements.
- Perform and record maintenance per OEM specifications.
- Clean racks and cabinets.
- Correct all rack and cabinet connector hardware deficiency.
- Check internal/external airflow and fans.
- Record pilot cell/jar ambient operating temps.
- Inspect all components for abnormalities.
- Perform IR scan for normal operating heat signatures.
- Inspect all jars for cracks, leaks, swelling, etc.
- Remove and/or correct all terminal/connector corrosion.
- Check and correct all connections to proper torque rating.
- Correct all terminal deficiencies.
- Inspect and correct for proper terminal coating.
- Re-torque all battery terminal lugs and bolts.

Exhibit A

- Provide written service report with Individual Battery Voltage, Load Test Voltage, Internal Battery Inner Impedance Values, and review the report or findings with facility personnel.
- Record normal operating conditions and parameters.
- Record all cell/jar float voltages.
- Record ground voltage and current.
- Record all cell/jar impedance voltages.
- Record all charger filter assemble voltages and currents.
- Record charger float and ripple voltages and currents.
- Adjust charger to temperature-compensated float voltage.
- Check low voltage shutdown.
- Check all circuit breakers and fuses.
- Perform normal load test (vice resistive load test).
- Profile/estimate minimum back-up time.
- Check remote input/output displays/interfaces.
- Check for seismic compliance.
- Identify in writing all discrepancies or deficiency.
- Provide written service report and review with facility personnel.

Non-sealed systems also include:

- Inspect jar hardware (flame arrestors, vents, caps, etc.)
- Identify & record critical sediment levels.
- Record electrolyte specific gravity, temperature, and level.
- Inspect internal components (plates, separators, etc.).
- Check inter-cell/jar connector impedance.
- Correct electrolyte level with distilled water.
- Proper release of hydrogen gas bubbles.

Non-Routine Services:

The Contractor shall provide the County with non-routine maintenance and non-routine repair services for all UPS and battery power units. This work will include any work that is not routine in nature but is also not considered an emergency service.

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

Equipment/Locations:

Equipment, equipment details, and equipment locations are listed in Table 1. Equipment/Locations, as identified in this Exhibit A. This includes current County UPS and battery power units that require inspection, maintenance, corrective, and emergency services, but the County reserves the right to add or remove equipment, or locations, as needed upon written confirmation Director of General Services or his/her authorized representatives.

Emergency Services:

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

Exhibit A

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

Emergency Callbacks - Determination of call level is at the sole discretion of the Director of General Services 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.

Scheduling of Services:

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

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

Standards of Service:

All materials, parts and equipment shall be new and per manufacturer specifications unless otherwise approved in writing by the County Representative. Work performed by Contractor shall be performed by skilled technicians and helpers directly employed and supervised by the Contractor. Only qualified technicians with a minimum of four 4-year journeyman experience or manufacturer's certification shall be permitted to perform service or maintenance work. Helpers must work under the direct supervision of a journeyman technician.

Work performed by the Contractor shall not disrupt the normal operation of County facilities. Any need for disruption of the services provided in County facilities shall be approved in writing by the County Representative. All equipment shutdowns for regular maintenance or extra examinations shall be scheduled in advance with and approved by the County Representative. Except for emergency callback service and minor repairs and/or adjustments, all work shall be performed during regular working hours and days, as outlined in Exhibit A.

Quality of Work/Workmanship:

The quality of the work performed shall be to the best of trade practices, performed by technicians thoroughly trained and familiar with the respective systems. The Contractor, at the Contractor's expense, shall correct any defective workmanship.

The Contractor shall, at all times, protect building from damage; 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.

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

Exhibit A

When work is performed in secured facilities, it is incumbent upon all Contractors to alert all County staff of the necessity for extreme care in accounting for, and keeping 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.

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.

Each work area shall be kept clean and in order both during working hours and at the completion of the working day. The Contractor shall confine storage of materials to such limits as may be directed by the County and shall not unreasonably encumber the premises with material and equipment.

The Contractor shall thoroughly clean all the workspace, removing all debris, stains, and marks resulting from the work. This includes, but is not limited to, building surfaces, piping, and equipment. Surfaces shall be free of dirt, grease, labels, tags, tape, rust, and all foreign materials.

Wiring in panel boards, control panels, and cabinets shall be neatly installed; grouped, laced, or clipped and fanned out to wiring terminals; identified and clearly marked at termination. Installation of conduits, junction boxes, and associated equipment shall be done in a neat manner, secured to the structure or suspended on conduit hangers.

All wiring and construction print(s) or diagrams of systems covered under the resulting Agreement are the property of the County, and upon termination of the resulting Agreement shall be immediately delivered to the County.

Exhibit A

Table 1 – Equipment/Locations:

Location	Address	UPS Quantity	UPS	UPS kVA	UPS Serial No.	Battery Quantity	Battery Cabinet	Battery Serial No.
Sheriff's Office North Annex Jail <i>(Building 608, roof room & basement)</i>	1265 M Street Fresno, CA 93721	4	Riello 65 KVA, 480V 3ph in 480V 3ph out, with 30 Johnson Control 12- 270	65	ME45AP162590002 / ME45AP162590003 / ME45AP16259001 (2)	30	Johnson Control 12-270/each	12VDC / Data Safe 12HX330 - FR
Sheriff's Office North Annex Jail <i>(Building 608)</i>	1265 M Street Fresno, CA 93721	1	TRIPLITE 2.2 KVA with internal batteries, 1 each SENS 12A Rectifier model DCT120-12-A653	2.2	ME36AP14710001	20	6V Marathon batteries model M6V190F	12VDC / Data Safe 12HX330 - FR
Sheriff's Office Main Jai <i>(Building 607, 1st Floor Elec. Rm)</i>	1225 M Street Fresno, CA 93721	1	MITSUBISHI 50 KVA Model UP2033C-B503SU-2	50	06 - 7M71285 - 03	60	Mitsubishi	12VDC / Data Safe 12HX330 - FR
Sheriff's Office Main Jail <i>(Building 607, 2nd Floor Elec. Rm)</i>	1225 M Street Fresno, CA 93721	1	MITSUBISHI 40 KVA Model UP2033C-B403SU-2	40	06 - 7M71725 - 05	30	Power 12VDC	12VDC / Data Safe 12HX330 - FR
Sheriff's Office South Annex Jail <i>(Building 605)</i>	2204 Fresno St Fresno, CA 93721	1	MITSUBISHI 20 KVA, Model up2033c-b1535v-2	20	#02-663j0102	30	Internal Yuasa NP- 18-12B	NP18 - 12FR
Juvenile Justice Campus Delinquency Court <i>(Building 701, Room E112)</i>	3333 E. American Ave Fresno, CA 93725	1	LIEBERT 30 KVA Model N Power, Part# 37SA03AAC6EH 76	30	#M08F30007	40	3T00012545	Batteries are inaccessible
Juvenile Justice Campus Delinquency Court <i>(Building 701, Room B-245)</i>	3333 E. American Ave Fresno, CA 93725	1	LIEBERT 30 KVA Model N Power, Part# 37SA03AAC6EH 76	30	#M08F30006	40	3T00023544	Batteries are inaccessible
Sheriff Administration <i>(Building 604)</i>	2200 Fresno St Fresno, CA 93721	1	RIELLO 65 KVA, 480V 3ph in 480V 3ph out	65	ME16AP120720001	30	PRC-1290S batteries (sealed)	12VDC / Data Safe 12HX330 - FR
Coroner Building <i>(Building 716)</i>	3150 E. Jefferson Ave Fresno, CA 93725	1	LIEBERT 65 KVA Model N- power	65	M11D300014	40	Vision batteries model UNA 12-200 batteries	Batteries are inaccessible
Elections Warehouse <i>(Building 437)</i>	4525 E. Hamilton Ave Fresno, CA 93702	2	Eaton 93PM-L-60 Part No. ES5-12 T2 / Eaton 93PM-50-1 Part No. ES7-12 T2	12	EP452UJJ01 / EP453UXX04	108/160	EASTON Model 93PM-50-1/93PM- L-60	EP453UXX04 / EP452UJJ01

Exhibit A

Location	Address	UPS Quantity	UPS	UPS kVA	UPS Serial No.	Battery Quantity	Battery Cabinet	Battery Serial No.
Woodward Library <i>(Building 802)</i>	944 E. Perrin Ave Fresno, CA 93727	1	Dual-Lite Model D Series LSN Model No. D277-55S-277	277	LDL 5.5K 7487	16	Dual-Lite Part No. 0120908	UPS 12-270FR /93012369
Probation Pontiac Building #4 <i>(Building 663)</i>	200 W. Pontiac Way Clovis, CA 93612	1	LIEBERT 125 KVA Model #AP381. Part No. UDA63125A25RT04	125	M14945F	30	C&D Technologies UPS12-350MR	EV515XX13

Exhibit B

Compensation

The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B, unless there are modification(s) to services as detailed in section 2.2 of this Agreement and which are agreed to in writing by the parties. Although any modification to services in the way of the addition or removal of 1) equipment 2) location(s), or 3) services may increase or decrease service hours, no modification shall cause the maximum compensation to be exceeded, pursuant to Article 3 of this Agreement. All pricing will be consistent with the methodology used in RFQ No. 25-095.

A maximum 5% increase per year, to coincide with the SF-Oakland-Hayward Consumer Price Index, may apply for an additional optional renewal term. The County will not accept any other price increase during the term of the Agreement.

Scheduled Services:

Location	UPS Quantity	Cost Per UPS Unit Year 1	Total Annual Cost Year 1	Cost Per UPS Unit Year 2	Total Annual Cost Year 2	Cost Per UPS Unit Year 3	Total Annual Cost Year 3
Sheriff's Office North Annex Jail (Building 608, roof room & basement)	4	\$ 3,000.00	\$12,000.00	\$ 3,150.00	\$12,600.00	\$ 3,300.00	\$13,200.00
Sheriff's Office North Annex Jail (Building 608)	1	\$ 500.00	\$ 500.00	\$ 525.00	\$ 525.00	\$ 550.00	\$ 550.00
Sheriff's Office Main Jail (Building 607, 1st Floor Elec. Rm)	1	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,300.00	\$ 3,300.00
Sheriff's Office Main Jail (Building 607, 2nd Floor Elec. Rm)	1	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,300.00	\$ 3,300.00
Sheriff's Office South Annex Jail (Building 605)	1	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00	\$ 2,200.00	\$ 2,200.00
Juvenile Justice Campus Delinquency Court (Building 701, Room E112)	1	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,300.00	\$ 3,300.00

Exhibit B

Location	UPS Quantity	Cost Per UPS Unit Year 1	Total Annual Cost Year 1	Cost Per UPS Unit Year 2	Total Annual Cost Year 2	Cost Per UPS Unit Year 3	Total Annual Cost Year 3
Juvenile Justice Campus Delinquency Court <i>(Building 701, Room B-245)</i>	1	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,300.00	\$ 3,300.00
Sheriff Administration <i>(Building 604)</i>	1	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,300.00	\$ 3,300.00
Coroner Building <i>(Building 716)</i>	1	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,300.00	\$ 3,300.00
Elections Warehouse <i>(Building 437)</i>	2	\$ 1,500.00	\$ 3,000.00	\$ 1,575.00	\$ 3,150.00	\$ 1,650.00	\$ 3,300.00
Woodward Library <i>(Building 802)</i>	1	\$ 400.00	\$ 400.00	\$ 420.00	\$ 420.00	\$ 440.00	\$ 440.00
Probation Pontiac Building #4 <i>(Building 663)</i>	1	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,150.00	\$ 3,300.00	\$ 3,300.00
Subtotals		\$ 28,400.00	\$ 38,900.00	\$ 29,820.00	\$ 40,845.00	\$ 31,240.00	\$ 42,790.00
		Potential Year 4 Cost	\$ 44,292.50				
		Potential Year 5 Cost	\$ 47,175.97				

An additional \$260,359.53 is available for any non-routine labor, emergency repairs, or additional materials and equipment purchased. Additional labor and material rates are outlined below.

Labor & Materials:

Category	Rates
Regular Hours: (Monday - Friday, 7am - 5pm)	\$200 per hour
Premium Hours: (Monday - Friday, 5pm - 7am, weekends, and Holidays)	\$250 per hour
Materials: Percentage discount on misc. parts/catalog/equipment	1% discount

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 the purpose 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. Additional Insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Contractor's acts, actions, omissions or negligence and shall not apply to the extent caused by the additional insured's own acts, actions, omissions or negligence. 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) **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 Consultant 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 Consultant shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

(E) **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.

Exhibit D

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 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 always possessing 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

Exhibit D

advance of cancellation or change. The County in its reasonable 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. Any deviation from the insurance requirements set forth in the agreement and modified herein shall be mutually agreed to in writing by both parties prior to becoming effective. 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 the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Vendors, Volunteers and Student Interns

309.1 PURPOSE AND SCOPE

This policy establishes guidelines for using Fresno County Probation Department (Department) vendors, volunteers, and student interns, to supplement and assist Department personnel in their duties. Vendors and volunteers are staff members who can augment Department personnel and help complete various tasks.

309.1.1 DEFINITIONS

Definitions related to this policy include:

Student intern - A college, university, or graduate student gaining practical experience in a chosen field while performing services the intern's field while under supervision.

Vendor - An individual representing a company, outside agency, or non-profit organization, who is assigned to one of our facilities, performs a service for the Department, and may receive compensation for services rendered.

Volunteer - An individual who performs a service for the Department without promise, expectation, or receipt of compensation for services rendered. This may include unpaid chaplains and student interns.

309.2 POLICY

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

309.3 ELIGIBILITY

Requirements for participation as a vendor, volunteer or student intern for the Department may include but are not limited to:

- (a) Being at least 18 years of age.
- (b) Possession of liability insurance for any personally owned equipment, vehicles, or animals utilized during volunteer or student intern work.
- (c) No conviction of a felony, any crime of a sexual nature or against children, any crime related to assault or violence, any crime related to dishonesty, or any crime related to impersonating a law enforcement officer.
- (d) Ability to meet physical requirements reasonably appropriate to the assignment.
- (e) A background history and character suitable for a person representing the Department, as validated by a background investigation.

The Chief Probation Officer or the authorized designee may allow exceptions to these eligibility requirements based on organizational needs and the qualifications of the individual.

Exhibit E
Fresno County Probation Department

NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

309.4 RECRUITMENT, SELECTION, AND APPOINTMENT

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

309.4.1 RECRUITMENT

Volunteers and student interns are recruited on a continuous basis consistent with Department policy on equal opportunity, nondiscriminatory employment terms. A primary qualification for participation in the application process should be an interest in and an ability to assist the Department in serving the public.

Requests for volunteers and student interns should be submitted in writing by interested Department staff members to the Probation Human Resources Unit through the requester's immediate supervisor. A complete description of the volunteer's or intern's duties and a requested time frame should be included in the request. All Department staff members should understand that the recruitment of volunteers and student interns is enhanced by creative and interesting assignments.

Vendors are recruited/selected in accordance with the Fresno County Purchasing Office contract/agreement process.

309.4.2 SELECTION

Vendor, volunteer and student intern candidates shall successfully complete the following process before appointment:

- (a) Submit the appropriate written application.
- (b) Current TB skin test (completed within the last 6 months).
- (c) Successfully complete an appropriate-level background investigation, which may include fingerprinting, and/or obtaining information from local, state, federal and Department of Motor Vehicle databases.

309.4.3 APPOINTMENT

Volunteers and student interns shall be placed only in assignments or programs consistent with their knowledge, skills, and abilities and the needs of the Department. Volunteers' and student interns' interests will be considered when placed in assignments.

Volunteers and student interns serve at the discretion of the Chief Probation Officer.

Vendors are appointed and placed in accordance with the Fresno County Purchasing Office contract/agreement.

309.5 IDENTIFICATION

As representatives of the Department, vendors, volunteers and student interns are responsible for presenting a professional image to the community. Vendors, volunteers and student interns shall dress appropriately for the conditions and performance of their duties, in compliance with Personal Appearance Standards and Uniform and Non-Uniform attire policies unless excluded by the Department. Necessary safety equipment will be provided.

Exhibit E

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NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

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

309.6 PERSONNEL WORKING AS STUDENT INTERNS

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

309.7 PROBATION HUMAN RESOURCES UNIT

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

The responsibilities of the Probation Human Resources Unit include but are not limited to:

- (a) Recruiting, selecting, and training qualified volunteers and student interns.
- (b) Maintaining records for each vendor, volunteer and student interns.
- (c) Completing and disseminating, as appropriate, all necessary paperwork and information.
- (d) Maintaining a liaison with colleges and universities that provide student interns to promote the intern program with both students and the educational system.
- (e) Maintaining volunteer and student intern orientation and training materials and outlining expectations, policies, and responsibilities for all volunteers and student interns.

309.8 DUTIES AND RESPONSIBILITIES

Volunteers assist department personnel as needed. Assignments of volunteers may be to any division within the Department, as needed. Volunteers should be placed only in assignments or programs consistent with their knowledge, skills, interests, abilities and the needs of the Department. Student interns should be assigned to areas that meet the needs of both their educational program and the Department. Vendors will be assigned per the contract/agreement.

309.8.1 COMPLIANCE

Vendors, volunteers and student interns shall be required to adhere to all Department policies and procedures. Policies and procedures are available on the Department website and will be made available to each vendor, volunteer, and student intern upon appointment. The vendor, volunteer and student interns shall become thoroughly familiar with these policies and procedures as directed by the Chief Probation Officer or the authorized designee.

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Vendors, Volunteers and Student Interns

Whenever a rule, regulation, or guideline in this Custody Manual refers to regular Department personnel, it shall also apply to a vendor, volunteers and student interns, unless by its nature it is inapplicable.

Vendors, volunteers and student interns are required by this Department to meet Department-approved training requirements as applicable to their assignments.

309.9 TASK-SPECIFIC TRAINING

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

Vendors, volunteers and student interns will be provided with an orientation program to acquaint them with the policies of the Department and procedures applicable to their assignments.

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

Training should reinforce to vendors, volunteers and student interns that they shall not intentionally represent themselves as, or by omission give the impression that they are, officers or other full-time staff members of the Department. They shall always represent themselves as vendors, volunteers or student interns.

All vendors, volunteers and student interns shall comply with the standards of conduct and with all applicable orders and directives, whether oral or written, issued by the Department.

309.9.1 STATE REQUIREMENTS

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

309.10 SUPERVISION

Each vendor, volunteer or student intern must have a clearly identified supervisor who is responsible for direct management of that individual. This supervisor will be responsible for day-to-day management and guidance of the work of the vendor, volunteer or student intern and should be available for consultation and assistance.

Functional supervision of vendors, volunteers and student interns is the responsibility of the supervisor or the authorized designee in charge of their assigned duties. The following are some considerations that supervisors or the authorized designee should keep in mind while supervising vendors, volunteers and student interns:

- (a) Take the time to introduce vendors, volunteers and student interns to staff members on all levels.
- (b) Ensure vendors, volunteers and student interns have work space and necessary office supplies.

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NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

- (c)
- (d) 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.
 - (e) Ensure the work for student interns meets the needs of their educational program, while also meeting the needs of the Department.

309.10.1 EVALUATIONS

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

309.10.2 FITNESS FOR DUTY

No vendor, volunteers or student intern shall report for work or be at work when the individual judgment or physical condition has been impaired due to illness or injury, or by the use of alcohol or drugs, whether legal or illegal.

Vendors, volunteers and student interns shall report to their supervisors any change in status that may affect their ability to fulfill their duties. This includes but is not limited to:

- (a) Driver's license
- (b) Arrests.
- (c) Criminal investigations.
- (d) All law enforcement contacts.

309.11 INFORMATION ACCESS

Vendors, volunteers and student interns should not have access to or be in the vicinity of criminal histories, investigative files, or information portals. Unless otherwise directed by a supervisor, the duties of the position, or Department policy, all such information shall be considered confidential. Only that information specifically identified and approved by authorized staff members shall be released. Confidential information shall be given only to persons who have a need and a right to know as determined by Department policy and supervisory personnel.

A vendor, volunteer or student intern whose assignment requires the use of, or access to, confidential information will be required to be fingerprinted to the California Department of Justice to obtain clearance. Vendors, volunteers and student interns working this type of assignment shall receive training in data practices and shall be required to sign a CLETS Employee Volunteer Statement before being given an assignment with the Department. Subsequent unauthorized disclosure of any confidential information verbally, in writing, or by any other means by the vendor, volunteer, or student intern is grounds for immediate dismissal and possible criminal prosecution.

Vendors, volunteers and student interns shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to newspapers or other periodicals, release or divulge any information concerning the activities of the Department, or maintain that they represent the Department in such matters without permission from the proper Department personnel.

Exhibit E
Fresno County Probation Department

NEW JJC Policy Manual

Vendors, Volunteers and Student Interns

309.11.1 RADIO AND DATABASE ACCESS USAGE

The supervisor or the authorized designee shall ensure that radio and database access training is provided for vendors, volunteers, and student interns whenever necessary.

309.12 EQUIPMENT

Any property or equipment issued by the Department shall be for official and authorized use only. Any property or equipment issued to a vendor, volunteer or student intern shall remain the property of the Department and shall be returned at the termination of service.

309.13 TERMINATION OF SERVICES

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

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

309.14 ISSUED DATE

- 02/18/2022

309.15 REVISED DATE(S)

- 05/02/2025

Emergency Procedures - Facilities (Title 15, § 1327)

400.1 PURPOSE AND SCOPE

The purpose of this policy is to establish a plan to appropriately respond to emergencies within the facility and to ensure all affected staff members receive timely training regarding emergency response. This policy is intended to protect the community, staff members, visitors, youth, and all others who enter the Juvenile Justice Campus (JJC), while allowing the facility to fulfill its primary purpose (15 CCR 1327).

Facility emergencies related to fire will be addressed in the Fire Safety Plan Policy.

400.2 POLICY

It is the policy of this Department to have emergency response plans in place to quickly and effectively respond to and minimize the severity of any emergency within the facility.

400.3 EMERGENCY PROCEDURES

The Chief Probation Officer or the authorized designee shall develop, publish, and periodically review and update facility-specific policies, procedures, and emergency response plans that shall include but not be limited to (15 CCR 1327):

- (a) Escapes, disturbances, and the taking of hostages.
- (b) Civil disturbances, active shooters, and terrorist attacks.
- (c) Fire and natural disasters.
- (d) Periodic testing of emergency equipment.
- (e) Mass arrests.
- (f) Emergency evacuation of the facility (see the Emergency Evacuation Plan Policy).
- (g) A program to provide all youth supervision staff members with an annual review of emergency procedures.
- (h) Other emergencies as needs are identified.

The facility emergency response plans are intended to provide all staff members with current methods, guidelines, and training for minimizing the number and severity of emergency events that may threaten the security of the facility or compromise the safety of staff members, youth, or the community.

The emergency response plans are intended to provide information on specific assignments and tasks for staff members. Where appropriate, the emergency response plans will include persons and emergency departments to be notified.

The emergency response plans shall include procedures for continuing to house youth in the facility, the identification of alternative facilities outside the boundaries of the disaster or threat

and the potential capacity of those facilities, youth transportation options, and contact information for allied agencies.

The emergency response plans shall be made available to all staff members, contractors, and volunteers working in the facility as needed. Confidential policies and procedures that relate to the security of the facility may be kept in a separate manual (15 CCR 1327).

400.3.1 EMERGENCY SUSPENSION OF REQUIREMENTS

The Chief Probation Officer or the authorized designee shall authorize only those regulations directly affected by the emergency to be suspended. When a suspension occurs for longer than three days, the Chief Probation Officer or the authorized designee shall notify the Board of State and Community Corrections in writing. In no event shall a suspension continue for more than 15 days without the approval of the Chairperson of the Board of State and Community Corrections for a time specified by the Chairperson (see the Emergency Suspension of Standards or Requirements attachment).

400.4 LOCKDOWN

Upon detecting any significant incident that threatens the security of the facility, such as a riot, power outage or hostage situation, staff members shall immediately notify Institutional Core Central Control (ICCC) and the Watch Commander. The Watch Commander may determine whether to order a partial or full lockdown of the facility and shall notify the Deputy Chief or the authorized designee as soon as practicable.

If a lockdown is ordered, all youth will be directed back to their housing areas. All youth in transit within the facility will either be escorted back to their housing areas or to another secure location. The Watch Commander should instruct staff members not directly involved in the lockdown to escort any visitors and nonessential contractors out of the facility.

A head count shall be immediately conducted for all youth, visitors, contractors, volunteers, and staff members. The Watch Commander shall be immediately notified of the status of the head count. If any person is unaccounted for, the Watch Commander shall direct an immediate search of the facility and notify the Chief Probation Officer or the authorized designee as soon as practicable.

All visitors and volunteers will be required to enter through the lobby and sign the visitor logbook when they enter and leave the facility. If the lobby is closed, the visitor logbook will be placed in a designated area for them to sign accordingly. ICCC shall log in all vehicles and the number of people in the vehicle. In the event the camera or speaker box is not working, the ICCC officer shall work with security officers to determine the number of people in the vehicle. When leaving the facility, the maintenance/contractor worker(s) shall call ICCC if the camera or speaker box is not working properly to inform them they are leaving the facility. The ICCC officer shall log that the maintenance/contractor(s) left the facility.

Lockdown shall not be used as a form of punishment. It is only intended to facilitate order and maintain security of the JJC.

400.5 HUNGER STRIKE

Upon being made aware that one or more youth is engaging in a hunger strike, the staff member will notify the Watch Commander, who will notify the Chief Probation Officer or the authorized designee. The Chief Probation Officer or the authorized designee should evaluate the basis for the strike and seek an appropriate resolution.

The Chief Probation Officer or the authorized designee shall notify the youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) of the incident and periodically provide updates on the status of the youth.

400.5.1 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

The Chief Probation Officer or the authorized designee shall notify the Medical Director to review, coordinate, and document any medical actions taken, based on protocols and/or at the direction of qualified health care professionals, in response to a hunger strike.

Qualified health care professionals shall monitor the health of any youth involved in a hunger strike and make recommendations to the Chief Probation Officer or the supervisory staff member responsible for oversight of the incident.

If a youth is engaging in a hunger strike due to a mental condition, the appropriate medical protocols for mental health will be followed.

400.5.2 RESPONSE TO HUNGER STRIKES

Beginning at the line staff member level, a resolution to grievances shall be sought at the lowest level. The Youth Grievances Policy shall guide staff members on resolving youth grievances.

If the hunger strike remains unresolved, the Chief Probation Officer or the authorized designee may direct the appropriate staff member to observe the room area, including trash containers, of the youth involved for evidence of food items and of food hoarding.

400.5.3 LEGAL GUIDANCE

If attempts to resolve the grievance are unsuccessful or not reasonably possible, the Chief Probation Officer shall consider consulting with legal resources as appropriate to develop other steps to resolve the issues.

400.6 RESPONSE TO DISTURBANCES

Staff members shall attempt to minimize the disruption to normal facility operations caused by a disturbance by attempting to isolate and contain the disturbance to the extent possible. Staff members when applicable shall immediately notify the Chief Probation Officer through the chain of command of the incident (15 CCR 1327).

400.6.1 NOTIFICATIONS

The Watch Commander shall notify the Chief Probation Officer or the authorized designee of the disturbance as soon as practicable through the chain of command.

The Chief Probation Officer or the authorized designee shall notify the involved youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) as soon as practicable (15 CCR 1327).

400.6.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

If medical action reasonably appears necessary, the Chief Probation Officer or the authorized designee shall notify the appropriate qualified health care professionals to review, coordinate, and document medical actions based on protocols and/or at the direction of the Medical Director (15 CCR 1327).

400.6.3 REPORTING

The Chief Probation Officer or the authorized designee shall order that an incident report be completed with the details of the disturbance no later than the end of the shift (see the Report Preparation Policy). If appropriate, a crime report shall be initiated, and prosecution sought (15 CCR 1327).

400.7 RIOTS

Riots occur when youth forcibly and/or violently take control, or disrupt in large numbers with violence or attempt to take control of any area within the Juvenile Justice Campus.

Staff members shall make reasonable attempts to prevent youth-on-youth violence but shall also take measures to avoid aggravating the problem and making the situation worse (15 CCR 1327).

400.7.1 RESPONSE TO RIOTS

Once the area of the disturbance is secured and isolated from other areas of the facility, time is generally on the side of officers. If possible, the process of quelling the disturbance should slow down so officers can develop response plans, ensure there are adequate facility personnel to effectively take the required actions, and ensure that responding officers are appropriately equipped with protective gear.

Officers shall evaluate their response given the totality of circumstances in any situation, but generally shall not enter the space where a riot is occurring until sufficient officers are present to safely suppress the riot. Nothing in this policy shall prohibit any staff member from assisting other staff members who are being assaulted.

Other housing units must be secured, with sufficient officers remaining at their posts to continue to supervise the unaffected units.

If officers are unable to contain, control, and resolve the riot, a request for assistance shall be made to the appropriate law enforcement agency (see the Mutual Aid section in this policy). The request shall be made by the Chief Probation Officer or the authorized designee. When the riot has been suppressed, all involved officers must immediately return to their assigned posts and normal operations should resume.

All youth who have participated in a riot shall be separated and secured as soon as practicable. If necessary, injured youth shall receive a medical evaluation and treatment. If an injured youth

is medically cleared to remain in the Juvenile Justice Campus, the youth will be reclassified and moved to appropriate housing. If a crime has occurred with injury or death due to the riot, the Fresno Sheriffs Office shall be notified to investigate the matter (15 CCR 1327).

400.7.2 QUALIFIED HEALTH CARE PROFESSIONAL RESPONSE

If necessary, a Watch Commander or the authorized designee should notify the qualified health care professionals and identify a staging area for medical emergency responders and for medical triage.

The Medical Director or the authorized designee shall be included in developing the response plan as it relates to the potential for a medical response, medical triage and treatment activities, and the safety and security of medical staff members during the incident (15 CCR 1327).

400.7.3 NOTIFICATIONS

As soon as practicable, the Watch Commander or a responsible officer shall notify the Chief Probation Officer or the authorized designee.

The Chief Probation Officer or the authorized designee shall notify any involved youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) (15 CCR 1327).

400.7.4 REPORTING

The Chief Probation Officer or the authorized designee shall order that a report be written detailing the incident by the end of the shift (see the Report Preparation Policy) unless approved by a supervisor to be completed at a later time (15 CCR 1327).

400.8 HOSTAGES

The Department does not recognize the taking of hostages as a reason to relinquish control of the Juvenile Justice Campus. Signage will be posted in the lobbies, and visiting area that JJC is a no hostage facility.

It is the policy of the Fresno County Probation Department to use all available resources reasonably necessary to bring about a successful end to a hostage situation (15 CCR 1327).

400.8.1 RESPONSE TO HOSTAGE INCIDENT

Institutional Core Central Control (ICCC) should immediately be notified at the earliest sign of a hostage incident. Institutional Core Central Control (ICCC) shall notify the Chief Probation Officer through the chain of command as soon as practicable.

The Chief Probation Officer or the authorized designee shall make every effort to ensure that the hostage incident remains confined to the smallest area possible. All door controls accessible to youth shall be disabled. Emergency exits that lead outside the secure perimeter shall be guarded (15 CCR 1327).

400.8.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

At the direction of the Watch Commander or the authorized designee, the qualified health care professionals shall be notified in order to identify a location and form a logistical plan for medical triage. The location also shall serve as a medical staging area for other medical emergency responders (15 CCR 1327).

400.8.3 HOSTAGE RESCUE

Communications with the hostage-taker should be established as soon as practicable. The Watch Commander or the authorized designee shall document, if known, the number of hostages, any demands, and any injuries. No promises or denials will be made until a hostage negotiator arrives on scene. Hostage-taker demands for officers to open doors will not be met. A hostage rescue team should be immediately summoned, and the established protocols for resolving the situation shall be implemented. The Chief Probation Officer or the authorized designee shall be consulted regarding decisions faced by the hostage rescue team (15 CCR 1327).

400.8.4 REPORTING

Following the conclusion of a hostage incident, the Chief Probation Officer or the authorized designee shall order that an incident report be completed by the end of the shift (see the Report Preparation Policy) unless approved by as supervisor at a later time (15 CCR 1327).

400.9 ESCAPES

Upon being made aware that an escape may have occurred or did occur, the staff member shall notify the on-duty Watch Commander. The Watch Commander shall notify the Chief Probation Officer through the chain of command as soon as practicable.

Once the escape is verified and immediate actions have been taken inside the facility (e.g., lockdown), the Watch Commander should ensure that all local law enforcement agencies are notified (15 CCR 1327).

400.9.1 YOUTH COUNTS

As soon as the facility is fully locked down, a full youth head count should be taken.

All youth who are outside of the secure perimeter of the facility (e.g., court, work details) shall be located and identified. The identity of any missing youth shall be disclosed, and the youth's facility record shall be accessed by the Chief Probation Officer or the authorized designee (15 CCR 1327).

400.9.2 SEARCH

Concurrent with the lockdown, the area surrounding the facility shall be searched for the escapee. Areas where a youth may be hiding or may have discarded clothing shall be searched first. Any witnesses shall be interviewed.

Booking staff members will develop a flyer with the youth's name, description, latest picture, classification status, and charges, and supply it to other staff members and local law enforcement.

Local law enforcement shall also be given the youth's last known address and a list of associates (15 CCR 1327).

400.9.3 REPORTING

Following the conclusion of an attempted escape or an escape, the Chief Probation Officer or the authorized designee shall order that an incident report be completed by the end of the shift. The incident report shall focus on events and physical plant weaknesses that contributed to the escape (see the Report Preparation Policy). The Deputy Chief shall review the reports, interview involved parties, and develop action plans to minimize the risk of future occurrences (15 CCR 1327).

400.10 CIVIL DISTURBANCES OUTSIDE OF THE DETENTION FACILITY

Upon being notified that Juvenile Justice Campus space will be needed in response to a civil disturbance, potentially involving mass arrests, the Watch Commander shall notify the Chief Probation Officer or the authorized designee (15 CCR 1327).

400.11 DEBRIEFING

All responding staff members, including medical responders, shall be debriefed, as determined by the Chief Probation Officer or the authorized designee, on serious facility emergencies as soon as practicable after the conclusion of the incident. The staff members shall examine the incident from the perspective of what worked, what actions were less than optimal, and how the response to a future incident might be improved. Depending on the degree of the situation, it may be necessary to bring in Mental Health professionals to help facilitate the debriefing to include any youth involved.

If appropriate, the details of the incident will be used to develop a training course for responding to facility disturbances. The goal of any debriefing process is continuous improvement. The debriefing shall be focused on the incident, an improved response, and systemic changes that may be required. A moderator shall ensure that no individual or group involved in the response is publicly ridiculed.

400.12 EMERGENCY HOUSING OF YOUTH

The Chief Probation Officer or the authorized designee shall develop a plan on the emergency housing of youth in the event of a full or partial evacuation of the facility. The plan shall address when youth should be housed in place, identification of alternate facilities and the potential capacity of those facilities, youth transportation options, and contact information for allied agencies. This plan shall be reviewed at least annually and revised if necessary.

400.13 MUTUAL AID

The magnitude and anticipated duration of a facility emergency may necessitate interagency cooperation and coordination. The Deputy Chief shall ensure that any required memorandums of understanding or other agreements are properly executed, and that any anticipated mutual aid is requested and facilitated for the safe keeping and transportation of youth during the facility emergency and evacuation process (see the Emergency Evacuation Policy). For a large-scale emergency response, see the Emergency Evacuation Policy and Emergency Staffing Policy.

When another agency requests assistance from this Department, the Deputy Chief or authorized designee may authorize, if available, an appropriate number of personnel to assist. Staff members are reminded that their actions when rendering assistance must conform with applicable laws and be consistent with the policies of this Department.

When mutual aid assistance is rendered, a report shall be prepared and submitted by the handling staff member unless otherwise directed by a supervisor (15 CCR 1327).

400.14 REVIEW OF EMERGENCY PROCEDURES

The Deputy Chief shall ensure that there is a review of emergency procedures at least annually (15 CCR 1327). This review shall be documented and placed in the staff member's JJC and Departmental training file. This review should also include the signatures or initials of the staff members responsible for the review. At a minimum, the review shall include:

- (a) Assignment of staff members to specific tasks in emergency situations.
- (b) Instructions for using the alarm systems and signals.
- (c) Systems for the notification of appropriate persons outside the facility.
- (d) Information on the location and use of emergency equipment in the facility.
- (e) Description of evacuation routes and procedures.

400.15 FIRE

This Department shall identify and conform to applicable federal, state, and/or local fire safety codes, and establish a process for creating, disseminating, and training all individuals in the facility on the emergency plans for fire safety and evacuation (see the Fire and Life-Safety Policy, Juvenile Detention Manual Policy, and Fire Safety Plan Policy).

400.16 NATURAL DISASTER

The Chief Probation Officer or the authorized designee shall be prepared to operate a safe and secure facility in the event of a natural disaster emergency.

400.17 OTHER TYPES OF EMERGENCIES

Facility emergencies that could negatively affect the good order of the facility and the safety of staff members, youth, contractors, volunteers, and visitors include but are not limited to an outbreak of infectious disease, a work stoppage or strike by staff members, and other disruptions. The Chief Probation Officer or the authorized designee shall be responsible for ensuring that an appropriate facility emergency plan exists for these types of emergencies.

400.18 PERIODIC TESTING OF EMERGENCY EQUIPMENT

The Chief Probation Officer or the authorized designee is responsible for scheduled and periodic testing of emergency power systems which are completed by the Internal Services Department.

All testing and inspections shall be documented, and the results included in a report to the Deputy Chief or the authorized designee.

400.19 TRAINING

Officers shall review emergency procedures (See Emergency Procedures form located in the Department Case Management system) annually (15 CCR 1327). This facility will provide emergency preparedness training as part of orientation training for all staff members assigned to the facility.

On an annual basis emergency training shall occur for each shift. The assigned Watch Commander/Supervising Juvenile Correctional Officer shall document in the Watch Commander log as well as provide JJC Administration a memorandum/e-mail of what training occurred and retained in accordance with established records retention schedules.

400.20 REFERENCES

See Facilities Emergencies Procedure for additional guidance.

400.21 ISSUED DATE

- 04/17/2023

Exhibit F

THE PRISON RAPE ELIMINATION (PREA) ACT

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

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

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

Exhibit G

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

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

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",

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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.
- 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.

BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

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

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

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

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

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

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

Exhibit H

Identification (ID) Badges

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

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