

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of August, 2022 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the state of California ("COUNTY"), and Lorbel Inc., a Delaware corporation, whose address is 9400 7th Street, Suite C2, Rancho Cucamonga, CA 91730 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY has a need for maintenance and repair services for the COUNTY's Uninterruptible Power Supply systems ("UPS") for its facilities;

WHEREAS, a UPS is a power source that allows a network and devices to continue running for at least a short time when the primary power source is lost, which is essential for the continuity of operations of COUNTY facilities;

WHEREAS, COUNTY issued Request for Quotation No. 22-026 and Addendum No. One, but did not receive any responsive responses to the RFQ, and therefore was able to procure services from a vendor of COUNTY's choice pursuant to COUNTY's procurement process;

WHEREAS, CONTRACTOR represents that it is capable and willing to perform the maintenance and repair services needed by COUNTY; and

WHEREAS, COUNTY and CONTRACTOR desire to execute this Agreement for maintenance and repair services for the COUNTY's UPS systems.

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

1. **OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR shall provide all labor, materials, equipment, tools, transportation, taxes, insurance, etc. and possess all required licenses to perform emergency service, annual inspections, maintenance, and corrective services for UPS systems, as described in Attachment A, attached and incorporated by this reference. This includes, but is not limited to, possession of all proprietary information and diagnostic tools necessary to properly maintain, troubleshoot, and adjust the COUNTY's UPS systems.

- 1 B. CONTRACTOR shall install all material, equipment, and devices in accordance with the
2 recommendations of the manufacturer of each particular item. CONTRACTOR shall
3 submit to COUNTY justification for any deviation from the manufacturer's
4 recommendation, and must receive written approval prior to commencing work.
5 CONTRACTOR is responsible for all costs related to any malfunction or damage to UPS
6 systems when installation deviates from the manufacturer's recommendation.
7 Manufacturer's installation instructions shall be delivered to and maintained on the jobsite
8 through the duration of each job.
- 9 C. All materials, parts and equipment shall be new, and according to manufacturer
10 specifications, unless otherwise approved in writing by the "County Coordinator" (as
11 defined in Section 2(B) herein).
- 12 D. Work performed by CONTRACTOR shall be performed by skilled technicians and helpers
13 directly employed and supervised by the CONTRACTOR. Only qualified technicians with
14 a minimum of four (4) years journeyman experience or manufacturer's certification shall
15 be permitted to perform service or maintenance work. Helpers must work under the direct
16 supervision of a journeyman technician.
- 17 E. Work performed by CONTRACTOR shall not disrupt the normal operation of COUNTY
18 facilities. Any need for disruption of the services provided in COUNTY facilities shall be
19 approved in writing by the County Coordinator. All equipment shutdowns for regular
20 maintenance or extra examinations shall be scheduled in advance with and approved by
21 the County Coordinator. Except for emergency callback service and minor repairs and/or
22 adjustments, all work shall be performed during regular working hours and days, as
23 outlined in Attachment A.
- 24 F. Preventive Maintenance will be tentatively scheduled upon Effective Date. The first major
25 preventative maintenance shall be completed during the first month of the Agreement.
26 Any additional preventative maintenance shall be completed during the sixth month of the
27 Agreement.
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- 1 G. CONTRACTOR will utilize a "Contractor Report of Service Form," a sample of which is
2 attached as Attachment B, and incorporated by this reference, to document services
3 rendered for each site visit. The form shall include, at minimum: date of service; time of
4 arrival/departure; printed name and signature of technician providing service; building
5 number; unit identification; type of service (preventative/corrective/extra service); action
6 taken; description of devices serviced, tested, or repaired; parts utilization; status of
7 service/repair; electrical readings; printed name and signature of the County Coordinator
8 authorizing the work and verifying the completion of the work. A copy of the form shall be
9 included with each invoice, as specified in Section 5 herein.
- 10 H. CONTRACTOR acknowledges that the County of Fresno Jail and Juvenile Justice
11 Campus (JJC) are "no-hostage facilities." CONTRACTOR, CONTRACTOR's employees
12 and sub-contractors agree to abide by COUNTY's rules for a no-hostage facility as set
13 forth in Attachment C, attached and incorporated by this reference, when working in the
14 Jail, JJC, and associated facilities. COUNTY may change these policies and procedures
15 at any time, without any prior notice to the CONTRACTOR. The CONTRACTOR shall
16 plan and execute all work in such a manner so as to prevent a breach of these detention
17 facilities or any other COUNTY secured facility.
- 18 I. Discontinuance of Parts: For those systems deemed obsolete by the manufacturer
19 (systems typically greater than 15 years of age), CONTRACTOR will continue to source
20 replacement parts to the best of its ability. Should replacement parts for these obsolete
21 systems not be available, CONTRACTOR will notify COUNTY, and shall be owed for any
22 service work and /or expenses performed/provided to that point.
- 23 J. In accordance with Labor Code section 1770, et seq., the Director of the Department of
24 Industrial Relations of the State of California has determined the general prevailing
25 wages rates and employer payment for health and welfare pension, vacation, travel time
26 and subsistence pay as provided for in Section 1773.1, apprenticeship or other training
27 programs authorized by Section 3093, and similar purposes applicable to the work to be
28 done.

1 Information pertaining to applicable Prevailing Wage Rates may be found on the website
2 for the State of California – Department of Industrial Relations:

3 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing wage
4 rates for apprentices may be found on the website for the State of California – Department of
5 Industrial Relations: <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

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

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

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

1 public work project. These records shall be open at all reasonable hours to inspection by the
2 COUNTY, its officers and agents, and to the representatives of the State of California –
3 Department of Industrial Relations, including but not limited to the Division of Labor Standards
4 Enforcement.

5 **2. OBLIGATIONS OF COUNTY**

6 **A. COUNTY CONTRACT ADMINISTRATOR**

7 COUNTY hereby appoints the Director of Internal Services/Chief Information Officer, or
8 his or her designee, as the County Coordinator, with full authority to deal with CONTRACTOR in
9 the administration of this Agreement.

10 **B. COUNTY COORDINATOR – RIGHTS AND RESPONSIBILITIES**

11 The County Coordinator shall be responsible for supervising the work as it progresses
12 and inspecting materials used in the work. County Coordinator shall be responsible to approve:

- 13 a) Equipment shutdown schedules;
- 14 b) Temporary equipment and material storage areas;
- 15 c) Approval for use of non-standard equipment or materials;
- 16 d) Work authorizations;
- 17 e) Verification of work completions;
- 18 f) Determination of emergency callback and trouble call service categorization (i.e.,
19 Level I, Level II, and Level III).

20 Inspectors acting under the County Coordinator(s) shall report deviations from the
21 specifications and stop the work pending a decision by COUNTY. Inspectors shall have no
22 power to alter the specifications. Advice or directions given to CONTRACTOR by the inspector
23 shall not be binding upon COUNTY and shall not release CONTRACTOR from its responsibilities
24 stated in this Agreement.

25 County Coordinator shall, at any time, stop defective work or stop the entire work by
26 CONTRACTOR if they are not complying with the specifications and terms of this Agreement.
27 County Coordinator has the right to require CONTRACTOR to remove at any time any employee
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1 of CONTRACTOR who shall be employed on this job and who appears to be incompetent, who
2 acts in a disorderly, unsafe or improper manner, or fails to follow established protocols, including
3 COUNTY rules and regulations, and such person shall not be put back to work on the job without
4 written consent of COUNTY.

5 C. COUNTY shall provide appropriate energy source to run UPS equipment.

6 3. **TERM**

7 The term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date.
8 This Agreement may be extended for four (4) additional consecutive twelve (12) month periods on an
9 automatic basis, unless the Director of Internal Services/Chief Information Officer (ISD Director/CIO) or his
10 or her designee gives written notification to CONTRACTOR of nonrenewal no later than thirty (30) days
11 prior to the first day of the next twelve (12) month extension period. .

12 4. **TERMINATION**

13 A. **Non-Allocation of Funds** – The terms of this Agreement, and the services to be provided
14 hereunder, are contingent on the approval of funds by the appropriating government
15 agency. Should sufficient funds not be allocated, the services provided may be modified,
16 or this Agreement terminated, at any time without penalty by giving the CONTRACTOR
17 thirty (30) days advance written notice.

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

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

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

1 the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not
2 expended in accordance with the terms of this Agreement. The CONTRACTOR shall
3 promptly refund any such funds upon demand.

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

7 **5. COMPENSATION/INVOICING**

8 COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation
9 according to the rates provided in Attachment D, attached and incorporated by this reference, for
10 scheduled maintenance of UPS systems, including UPS batteries and charging systems. Rates for
11 corrective maintenance labor will be charged at \$134.00 per hour during normal workday hours (Monday
12 – Friday, 7:00 a.m. – 6:00 p.m.), \$201.00 per hour after such normal working hours, and \$268.00 per
13 hour on COUNTY holidays. Rates for major parts and components will be charged according to the
14 rates provided in Attachment D.

15 CONTRACTOR shall submit monthly invoices referencing the provided contract number and
16 including the Contractor Service Report Form to the responsible COUNTY department or division listed
17 below based on the designation of the facility in the “Division” column of Attachment D. For example, the
18 monthly invoice sent to the Internal Services Department – Facility Services Division shall cover only those
19 services provided at facilities under that Division’s authority for the preceding month. CONTRACTOR shall
20 invoice the COUNTY annually for services specified in Attachment D, Part I, as further described in Section
21 16. CONTRACTOR shall invoice the COUNTY for any emergency, repair, or non-maintenance service, as
22 described in Attachment D, parts II, III, and IV, within 45 days of performing services for COUNTY.

23	County of Fresno	County of Fresno
24	Internal Services Department	Internal Services
25	Facility Services Division	Information Technology Division
26	4590 E. Kings Canyon Rd	333 W. Pontiac Way
27	Fresno, CA	Clovis, CA 93612
28	FacilityServices@fresnocountyca.gov	ISDBusinessOffice@fresnocountyca.gov

COUNTY shall pay CONTRACTOR within forty-five (45) days of receipt of an approved invoice.

1 COUNTY shall remit payment to CONTRACTOR's address specified in the approved invoice.

2 The maximum compensation payable to CONTRACTOR during the total possible five-year term
3 of this Agreement is \$1,107,500.00. It is understood that all expenses incidental to CONTRACTOR's
4 performance of services under this Agreement shall be borne solely by CONTRACTOR.

5 **6. INDEPENDENT CONTRACTOR**

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

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

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

23 **7. MODIFICATION**

24 Any matters of this Agreement may be modified from time to time by the written consent of all the
25 parties without, in any way, affecting the remainder.

26 **8. NON-ASSIGNMENT**

27 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under
28 this Agreement without the prior written consent of the other party.

1 9. **HOLD HARMLESS**

2 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend
3 the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
4 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
5 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
6 employees under this Agreement, and from any and all costs and expenses (including attorney's fees
7 and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
8 corporation who may be injured or damaged by the performance, or failure to perform, of
9 CONTRACTOR, its officers, agents, or employees under this Agreement.

10 The provisions of this Section 9 shall survive the termination or expiration of this Agreement.

11 10. **INSURANCE**

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

16 A. **A Commercial General Liability**

17 Commercial General Liability Insurance with limits of not less than Two Million Dollars
18 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars
19 (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may
20 require specific coverages including completed operations, products liability, contractual
21 liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance
22 deemed necessary because of the nature of this contract.

23 B. **Automobile Liability**

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

27 C. **Professional Liability**

28 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,

1 D. M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
2 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
3 (\$3,000,000.00) annual aggregate.

4 E. **Worker's Compensation**

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

7 Additional Requirements Relating to Insurance

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

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

22 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
23 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
24 foregoing policies, as required herein, to the County of Fresno, Internal Services Department, Attention:
25 Director of Internal Services/Chief Information Officer, 333 W. Pontiac Way, Clovis, CA 93612, stating
26 that such insurance coverage have been obtained and are in full force; that the County of Fresno, its
27 officers, agents and employees will not be responsible for any premiums on the policies; that for such
28 worker's compensation insurance the CONTRACTOR has waived its right to recover from the COUNTY,

1 its officers, agents, and employees any amounts paid under the insurance policy and that waiver does
2 not invalidate the insurance policy; that such Commercial General Liability insurance names the County
3 of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but
4 only insofar as the operations under this Agreement are concerned; that such coverage for additional
5 insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by
6 COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance
7 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or
8 changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

15 11. **AUDITS AND INSPECTIONS**

16 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may
17 deem necessary, make available to the COUNTY for examination all of its records and data with respect
18 to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY,
19 permit the COUNTY to audit and inspect all of such records and data necessary to ensure
20 CONTRACTOR'S compliance with the terms of this Agreement.

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

24 12. **NOTICES**

25 The persons and their addresses having authority to give and receive notices under this
26 Agreement include the following:

27	<u>COUNTY</u>	<u>CONTRACTOR</u>
28	COUNTY OF FRESNO	Lorbel Inc.
	Director of Internal Services/CIO	Secretary

1 333 W. Pontiac Way
2 Clovis, CA 93612

9400 7th Street Suite C2
Rancho Cucamonga, CA 91730

ISDContracts@FresnoCountyCA.gov

alyssan@lorbel.com

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

18 13. **VENUE AND GOVERNING LAW**

19 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
20 California.

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

23 14. **PARTIAL INVALIDITY**

24 The terms and provisions of this Agreement shall be deemed separable. If any term or provision of
25 this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or
26 unenforceable, the remainder of this Agreement, or the application of such term or provision to person(s) or
27 circumstance(s) other than those as to which it is invalid or unenforceable, shall not be affected thereby.
28 Each term and provision of this Agreement shall be enforceable to the fullest extent permitted by law.

1 15. **CONSISTENT FEDERAL INCOME TAX POSITION**

2 CONTRACTOR acknowledges that the JJC has been acquired or improved (and is situated on
3 land that has been acquired) using net proceeds of governmental tax-exempt bonds (“Bond-Financed
4 Facility”). CONTRACTOR agrees that, with respect to this Agreement and the Bond-Financed Facility,
5 CONTRACTOR is not entitled to take, and shall not take, any position (also known as a “tax position”)
6 with the Internal Revenue Service that is inconsistent with being a “service provider” to the COUNTY, as
7 a “qualified user” with respect to the Bond-Financed Facility, as “managed property,” as all of those
8 terms are used in Internal Revenue Service Revenue Procedure 2016-44 and 2017-13, as applicable,
9 and to that end, for example, and not as a limitation, CONTRACTOR agrees that CONTRACTOR shall
10 not, in connection with any federal income tax return that it files with the Internal Revenue Service or
11 any other statement or information that it provides to the Internal Revenue Service, (a) claim ownership,
12 or that it is a lessee, of any portion of the Bond-Financed Facility, or (b) claim any depreciation or
13 amortization (as referenced in Internal Revenue Service Revenue Procedure 2016-44) or amortization
14 deduction (as referenced in Internal Revenue Service Revenue Procedure 2017-13), investment tax
15 credit, or deduction for any payment as rent with respect to the Bond-Financed Facility.

16 16. **MODIFICATION OF SERVICES**

- 17 A. The ISD Director/CIO may add systems to this Agreement using the methodology in
18 Attachment D, Part V. CONTRACTOR agrees to provide a 10% discount for any
19 additional system.
- 20 B. The ISD Director/CIO may replace systems listed in Attachment D, Part I of this
21 Agreement. For replacement of units with an identical kVA (kilo volt-amperes) and UPS
22 quantity, CONTRACTOR shall honor the total annual cost of the old unit as listed in
23 Attachment D, Part I. If the replacement system has a materially different kVA and UPS
24 quantity than the old system, as determined solely by COUNTY, COUNTY and
25 CONTRACTOR shall both adhere to the pricing methodology in Attachment D, Part V.
- 26 C. The ISD Director/CIO shall also have the right at any time during the term of this
27 Agreement to change between service levels (Standard, Premium, and Ultra), as
28 described in Attachment D, Part I, for any individual system. COUNTY shall provide

1 CONTRACTOR written notice of any change in service package thirty (30) days before
2 CONTRACTOR performs scheduled maintenance work. If COUNTY changes from a
3 lower service level to a higher service level prior to a scheduled maintenance, and
4 COUNTY has already provided annual payment to CONTRACTOR for the lower service
5 level, CONTRACTOR shall invoice the COUNTY the prorated difference (on a per day
6 basis) between the two service levels for the remaining portion of the annual payment
7 term, calculated from the date of completing the next maintenance service. If COUNTY
8 changes from a higher service level to a lower service level, and COUNTY has already
9 provided annual payment to CONTRACTOR, CONTRACTOR shall provide a credit to the
10 COUNTY on the next invoice to the COUNTY of the prorated difference, on a per day
11 basis from the date of completing the next scheduled maintenance service, for the
12 remainder of the annual payment term. If there is not a further invoice or charge in an
13 amount sufficient to provide a credit to the COUNTY under the previous sentence, then
14 CONTRACTOR shall issue a refund to the COUNTY of the amount for which there is not
15 an invoice or charge sufficient to provide a credit by offset within 30 days of the service
16 level change.

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

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

21 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
22 that they are a party to while CONTRACTOR is providing goods or performing services under this
23 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
24 and in which one or more of its directors has a material financial interest. Members of the Board of
25 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
26 Self-Dealing Transaction Disclosure Form, attached hereto as Attachment E and incorporated herein by
27 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
28 immediately thereafter.

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18. **ENTIRE AGREEMENT**

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

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

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LORBEL INC.



Irene Meza, Secretary
9400 7th Street Suite C2
Rancho Cucamonga, CA 91730

COUNTY OF FRESNO



Brian Pacheco, 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:  Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1020
Subclass: 10000
ORG: 8905
Account: 7205

Fund: 1045
Subclass: 10000
ORG: 8935
Account: 7205

Attachment A

A. GENERAL REQUIREMENTS

- The equipment protected by the UPS systems identified herein is essential to the County's ability to serve citizens of the County on a 24-hours per day, seven (7) days per week basis.

1. Licenses/Certifications

Contractor shall maintain all related licenses and certifications to perform the work required by this Agreement, including but not limited to a valid State of California Electrical Contractor's License, classification C-10, and Toshiba certification as an Authorized Service Provider issued within the last two (2) years.

B. DELIVERY REQUIREMENTS

- 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.

C. CONTROL OF WORK AND INSTRUCTIONS

The Contractor shall:

- Provide supervision of the work to the satisfaction of the County.
- Confine storage of materials to such limits as may be directed by the County and shall not unreasonably encumber the premises with materials and equipment.

D. SCHEDULING OF WORK

- All maintenance service 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.

E. MATERIALS & WORKMANSHIP:

1. Workmanship

- Workmanship shall be to the best of trade practices, performed by workers thoroughly trained and familiar with the respective systems.
 - The Contractor, at the Contractor's expense, shall correct all defective workmanship.
- The Contractor shall thoroughly clean all of its work, removing all debris, stains, and marks resulting from its 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 material.
- The Contractor shall ensure that sufficient written notification is given to the County Coordinator before testing or servicing the systems.
- 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 conduit, 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 prints or diagrams of systems covered under this Agreement are the property of the County, and upon termination of this Agreement shall be immediately delivered to

Attachment A

the County.

- Absolutely no changes shall be made to the circuitry or mechanical systems without prior written approval of the County.
- All changes in circuitry made by Contractor shall be properly recorded on the diagrams, including date of change and name of person making the changes.
- The Contractor is responsible for maintaining clean, legible, readable and accurate schematics and wiring diagrams at all times.
- Prints and diagrams shall remain on the job site.
- The Contractor shall provide a complete updated wiring schematic to the County Coordinator, and provide a copy to be kept onsite.

F. Maintenance Requirements

1. Scheduled UPS maintenance visits shall, at a minimum, include the following if appropriate:
 - 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 safeties.
 - 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 report of service.

Attachment A

- Review report with facilities personnel.
2. Scheduled battery maintenance visits shall, at a minimum, include the following:
- 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.
 - 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 assemblies voltages and currents.
 - Record charger float and ripple voltages and currents.
 - Adjust charger to temperature-compensated float voltage.
 - Check LVSD.
 - 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.
3. Non-sealed systems also include:
- Inspect jar hardware (flame arrestors, vents, caps, etc.)
 - Identify & record critical sediment levels.

Attachment A

- 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.

G. EMERGENCY WORK:

- All work of a callback nature or trouble calls shall be treated as an emergency, and work commenced shall be carried through to completion without delay.
 - An emergency callback is defined as any necessity for maintenance, minor repair and/or adjustment of equipment between regular service calls to restore normal equipment operation.
- Contractor shall provide twenty-four (24)-hour emergency callback service for all equipment maintained hereunder.
- Contractor shall furnish a staffed telephone number providing available 24 hours per day, seven (7) days a week, 365 days per year basis for emergency response.
 - Calls may be forwarded to another phone number; however, answering machines are not acceptable.
- Emergency callback service shall consist of prompt response to requests from the County or its authorized representatives for emergency services on any day of the week, at any hour of the day or night. Emergency callbacks will be categorized as follows:
 - LEVEL I – Requires onsite response in six (6) hours or less.
 - LEVEL II – Requires onsite response in eight (8) hours or less.
 - LEVEL III –Requires onsite response at 0800 hours, the next day
- Due to the critical nature of the protected systems, including 911 Dispatch, Detention Door Controls, and Countywide Information Technology Systems, determination of call level is at the discretion of the County or its authorized representative.
 - Failure to furnish emergency callback service within the above-specified time of notification of need may result in termination of the Agreement, withholding of payment, and/or another contractor to be hired to complete the work at the current Contractor's expense.

H. RESPONSIBILITY OF CONTRACTOR:

- No equipment-requiring repair shall be allowed to remain out of service due to the lack of diligent effort by the Contractor.
 - Any part or equipment locally available will be purchased locally, if necessary, to expedite the job.
- Repairs shall be begun and carried to completion as soon as possible unless the County approves other arrangements.
- Upon demand of the County, the Contractor shall correct any dangerous or hazardous situations that the County may indicate.
- The Contractor shall completely protect against damage from either materials or equipment all surfaces, equipment and facilities adjoining its work, including, but not limited to woodwork, walls, and floors.
 - All repair or replacement costs resulting from any damage shall be borne by the

Attachment A

Contractor.


- At the conclusion of each day's work, the Contractor shall remove refuse, debris or waste materials and leave the premises in an orderly condition as required by the County.
- The Contractor shall provide, for approval by the County, the procedure to be followed for requesting services provided in this agreement. This procedure shall include:
 - method of requesting service,
 - ability to provide estimated arrival time of technician to site,
 - reporting of call completion,
 - communication with requesting staff and technician servicing the contract, etc.

I. SPECIAL CONDITIONS:


- In the event that the County withdraws any equipment from service, or the usefulness of any equipment ends during the term of this Agreement, the Contractor shall agree to negotiate an acceptable reduction of cost for services for the balance of the duration of the Agreement.
- In the event that the County adds any equipment to service in a building, the Contractor shall agree to negotiate an acceptable cost for the requested services for the balance of the duration of the Agreement.

Attachment B

Sample Contractor Report of Service Form

 <p>9400 7th St. Suite C2 Rancho Cucamonga, CA 24-Hour Response Line: (800) 946-1634 Fax: (951) 840-2316 service@lorbel.com</p>		FIELD SERVICE REPORT							
		Customer:				Date:			
		Address:				Customer Name:			
		City, State, Zip:				Customer Phone:			
		Contract Number:				Customer Email:			
		Work Order:				Quote ID:			
EQUIPMENT ID:									
Manufacturer	Model	kVA	Serial Number	Batt Manufacturer	Batt Model	Batt Qty	MBP Manufacturer	MBP Model	MBP Type
Toshiba	G9000	1000		EnerSys	12HX505-FR	40	Toshiba	N/A	3 Breaker
Field Service Engineer: _____									
GENERAL MAINTENANCE			PREVENTATIVE MAINTENANCE			BILLING INFO			
Emergency Call	<input type="checkbox"/>		Annual PM (Major)	<input type="checkbox"/>		Contracted Equipment	<input checked="" type="checkbox"/>		
Repair Maintenance	<input type="checkbox"/>		Semi-Annual PM (Minor)	<input checked="" type="checkbox"/>		Time and Material	<input type="checkbox"/>		
Start-Up / Electrical	<input type="checkbox"/>		One Time PM	<input type="checkbox"/>		Warranty Related	<input type="checkbox"/>		
Battery Upgrade	<input type="checkbox"/>		Quarterly PM	<input type="checkbox"/>		Customer Visit / Site Survey	<input type="checkbox"/>		
Onsite Standby / Training	<input type="checkbox"/>		Battery Maintenance	<input type="checkbox"/>		Quoted Work	<input type="checkbox"/>		
MAINTENANCE SUMMARY AND NOTES									
<p>11/06/2021: Lorbel Service Engineer onsite to perform a Semi Annual Preventive Maintenance on a toshiba G9000 UPS. The system was online with no alarms when arrived onsite.</p> <p>Maintenance Summary: UPS display voltage readings were recorded. Visual inspections were performed on the UPS while remaining online. All batteries were individually tested for voltage and conductance using a Midtronics battery tester. Flir IR scans were performed on batteries and battery connections.</p> <p>Findings: The batteries are reaching the end of their recommended life cycle.</p> <p>Remedial Action: Batteries will need to be replaced soon.</p> <p>Status: UPS was verified to be online with no alarms supporting critical load before leaving site.</p>									
<u>RECOMMENDATIONS</u>									
1	Replace batteries.								
2									
Parts	Part Number	Description				Source	QTY		
COMPLETION APPROVAL									
FSE:					Customer:				
Daniel Urena					Juan Vega				

Attachment B



 <p>24-Hour Response Line: (800) 946-1634 service@lorbel.com</p>		THREE PHASE EQUIPMENT DETAILED REPORT					
		Work Order:		Manufacturer:		Toshiba	
		FSE:		Mfg. Date Code:		Oct-13	
		Equipment ID:		Model and kVA:		G9000 100	
		Equipment Location:		UPS Room		Serial Number:	

U P S I N P U T	I/O Data - Displayed Value				Actual				R E C T I F I E R	I/O Data - Displayed Value				Actual				B Y P A S S		
	Voltage A-B or A-N		491 Vac		N/A Vac		N/A Vac			DC Voltage		543 Vdc		N/A Vdc		Voltage A-B or A-N			491 Vac	
	Voltage B-C or B-N		489 Vac		N/A Vac		N/A Vac		DC Amps		0 Adc		N/A Adc		Voltage B-C or B-N		490 Vac		N/A Vac	
	Voltage C-A or C-N		486 Vac		N/A Vac		N/A Vac		Battery Reserve		100 %				Voltage C-A or C-N		486 Vac		N/A Vac	
	Current A		N/A Aac		N/A Aac		N/A Aac		Battery Runtime		N/A Mins				Current A		N/A Aac		N/A Aac	
	Current B		N/A Aac		N/A Aac		N/A Aac		AC Ripple		N/A Vac				Current B		N/A Aac		N/A Aac	
	Current C		N/A Aac		N/A Aac		N/A Aac		AC Ripple Current		N/A Aac				Current C		N/A Aac		N/A Aac	
									DC Voltage Balance											
											N/A Pos		N/A Neg							

U P S O U T P U T	I/O Data - Displayed Value				Actual				k V A / k W	I/O Data - Displayed Value				Actual						
	Voltage A-B		481 Vac		N/A Vac		N/A Vac			Phase -A		N/A		N/A kVA		Phase -A		24%		N/A kW
	Voltage B-C		480 Vac		N/A Vac		N/A Vac		Phase -B		N/A		N/A kVA		Phase -B		18%		N/A kW	
	Voltage C-A		482 Vac		N/A Vac		N/A Vac		Phase -C		N/A		N/A kVA		Phase -C		15%		N/A kW	
	Voltage A-N		N/A Vac		N/A Vac		N/A Vac		kW		15 Disp									
	Voltage B-N		N/A Vac		N/A Vac		N/A Vac		Phase -A		24%		N/A kW		Phase -A		18%		N/A kW	
	Voltage C-N		N/A Vac		N/A Vac		N/A Vac		Phase -B		18%		N/A kW		Phase -B		15%		N/A kW	
	Current -A		23 Aac		N/A Aac		N/A Aac		Phase -C		15%		N/A kW		Phase -C		15%		N/A kW	
	Current -B		17 Aac		N/A Aac		N/A Aac		Maintenance Bypass											
	Current -C		14 Aac		N/A Aac		N/A Aac		Input Voltage		480									
	Neutral Current		N/A Aac		N/A Aac		N/A Aac		Output Voltage		480									
	Frequency		60 Hz		N/A Hz		N/A Hz		Percentage Load		21 %									
									Load Balanced		<input checked="" type="checkbox"/>									
									Load Unbalanced		<input type="checkbox"/>									

U P S	I/O Data - Displayed Value				Actual			
	Voltage A-B		481 Vac		N/A Vac		N/A Vac	
	Voltage B-C		480 Vac		N/A Vac		N/A Vac	
	Voltage C-A		482 Vac		N/A Vac		N/A Vac	
	Voltage A-N		N/A Vac		N/A Vac		N/A Vac	
	Voltage B-N		N/A Vac		N/A Vac		N/A Vac	
	Voltage C-N		N/A Vac		N/A Vac		N/A Vac	
	Current -A		23 Aac		N/A Aac		N/A Aac	
	Current -B		17 Aac		N/A Aac		N/A Aac	
	Current -C		14 Aac		N/A Aac		N/A Aac	
	Neutral Current		N/A Aac		N/A Aac		N/A Aac	
	Frequency		60 Hz		N/A Hz		N/A Hz	

Photos

OPEN ITEMS / COMMENTS	CAPACITOR DATE CODE
UPS is online with no alarms.	Input AC Capacitors: QTY <u>N/A</u> Month <u>N/A</u> YR <u>N/A</u>
	Output Capacitors: QTY <u>N/A</u> Month <u>N/A</u> YR <u>N/A</u>
	DC Capacitors: QTY <u>N/A</u> Month <u>N/A</u> YR <u>N/A</u>

ANNUAL PM (MAJOR) SYSTEM CHECK	SEMI-ANNUAL (MINOR) SYSTEM CHECK
Checked Alarm History	Checked Alarm History P
Performed Visual Inspection of Unit and Batteries	Performed Visual Inspection With Covers On P
Thermal Scan Major Components (if applicable)	Thermal Scan Batteries, Only (if applicable) P
Transfer Test (if applicable)	Checked all Modules for any damage (if applicable) P
All Mechanical Connections Checked for Tightness	Checked Battery Connections for Tightness and Corrosion P
Check all AC and DC Capacitors	Cooling Fans/Fan Operation (if applicable) P
Inductor and Transformer Visual Inspection	Vacuum & Cleaned UPS and Battery External Areas P
Cooling Fans/Fan Operation	Filters Replaced P
Vacuum & Cleaned UPS and Battery Areas	Inspected General Area and Peripherals P
Filters Replaced	Equipment Photos Taken P
Inspected General Area and Peripherals	Equipment Stickers Present P
Equipment Photos Taken	
Equipment Stickers Present	

P = PASS, C= CORRECTED, F= FAIL, N/A = NOT APPLICABLE

Attachment B



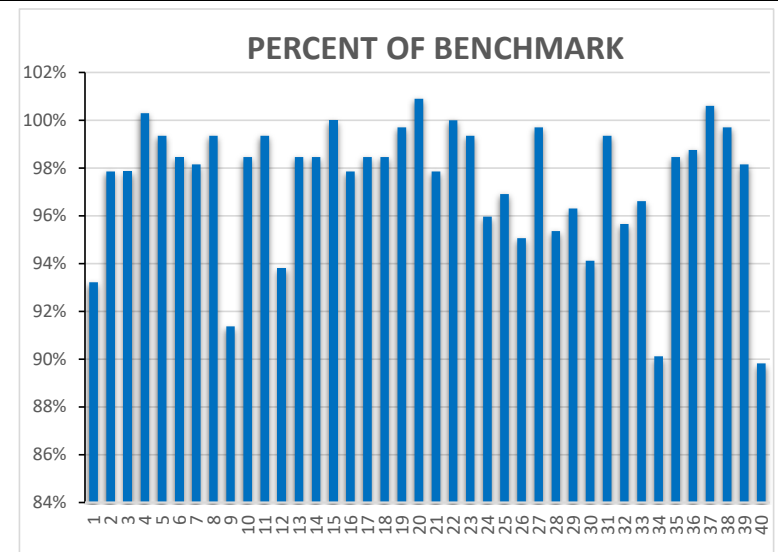
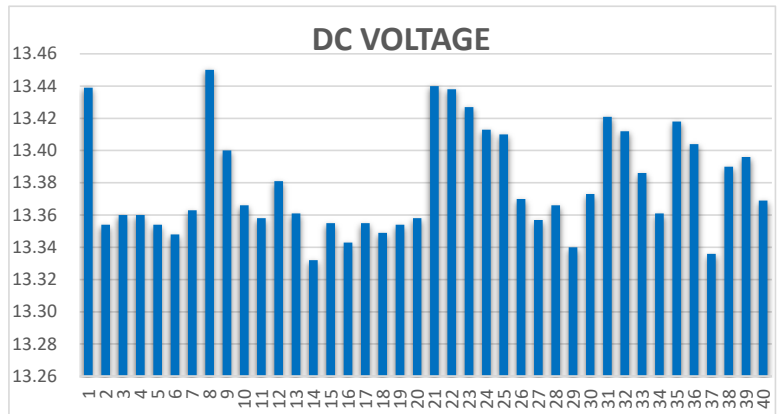
24-Hour Response Line: (800) 946-1634
service@lorbel.com

BATTERY PREVENTATIVE MAINTENANCE REPORT

Work Order:		Total Strings:	1
FSE:		Manufacturer:	CSB
Equipment ID:		Model:	HRL 12540W FR
Quote:		Date Code:	Oct-17

Float Voltage	540	Temp	70	Chemistry	VRLA	String #	1	Benchmark	2005	Average Conductance	1953.7
WARN THRESHOLD			60%	Low Battery		40	Battery Cabinet S/N		N/A		
FAILURE THRESHOLD			50%	High Battery		20	Battery Cabinet Model P/N		N/A		

Battery	DC Voltage	Mhos	%	Comments
1	13.439	1869	93%	Passed
2	13.354	1962	98%	Passed
3	13.36	1962	98%	Passed
4	13.36	2011	100%	Passed
5	13.354	1992	99%	Passed
6	13.348	1974	98%	Passed
7	13.363	1968	98%	Passed
8	13.45	1992	99%	Passed
9	13.4	1832	91%	Passed
10	13.366	1974	98%	Passed
11	13.358	1992	99%	Passed
12	13.381	1881	94%	Passed
13	13.361	1974	98%	Passed
14	13.332	1974	98%	Passed
15	13.355	2005	100%	Passed
16	13.343	1962	98%	Passed
17	13.355	1974	98%	Passed
18	13.349	1974	98%	Passed
19	13.354	1999	100%	Passed
20	13.358	2023	101%	Passed
21	13.44	1962	98%	Passed
22	13.438	2005	100%	Passed
23	13.427	1992	99%	Passed
24	13.413	1924	96%	Passed
25	13.41	1943	97%	Passed
26	13.37	1906	95%	Passed
27	13.357	1999	100%	Passed
28	13.366	1912	95%	Passed
29	13.34	1931	96%	Passed
30	13.373	1887	94%	Passed
31	13.421	1992	99%	Passed
32	13.412	1918	96%	Passed
33	13.386	1937	97%	Passed
34	13.361	1807	90%	Passed
35	13.418	1974	98%	Passed
36	13.404	1980	99%	Passed
37	13.336	2017	101%	Passed
38	13.39	1999	100%	Passed
39	13.396	1968	98%	Passed
40	13.369	1801	90%	Passed



OVERALL COMMENTS

All batteries pass Midtronics testing. Batteries are reaching the end of their recommended life cycle and will need to be replaced soon.

NO HOSTAGE SITUATIONS



California Code of Regulations

Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

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

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

I. HOSTAGE SITUATION PROCEDURES

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

Attachment C

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

II. PARENTAL AND MEDIA INFORMATION

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

III. SECURITY AND OPERATIONAL REVIEW

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

Attachment C

FRESNO COUNTY SHERIFF'S OFFICE JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS
FILE: HOSTAGE

NO: B-130

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

III. DURING NEGOTIATIONS

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

IV. HOSTAGE SURVIVAL STRATEGIES

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

Attachment C

FRESNO COUNTY SHERIFF'S OFFICE JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS
FILE: HOSTAGE

NO: B-130

at all times. Do not stand out from other hostages. Drawing unnecessary attention increases the chance of being singled out and victimized.

2. Maintain a low-key, unprovocative posture. Overt resistance is usually counterproductive in a hostage situation.
 - a. Remain calm and follow instructions. Comply with the hostage takers when at all possible.
 - b. Be stoic. Maintain an outward face of acceptance of adversity with dignity. Avoid open displays of cowardice and fear. Inmates will view frailty and feebleness as weakness, which may lead to victimization.
 - c. Do not antagonize, threaten or aggravate the hostage takers. Avoid saying "no", or arguing with the hostage takers. Do not act authoritative. The hostage takers must make it known that they are in charge.
 - d. Eye contact may be regarded as a challenge; make eye contact with the hostage takers sparingly.
 - e. Fight off basic instincts, such as anger and hostility. Be polite and remain alert. Speak normally and don't complain.
3. Hostages should try to establish a level of rapport or communication with their captors in attempt to get the captors to recognize them as human beings.
 - a. Find a mutual ground, an association with the hostage takers. Foster communication on non-threatening topics (e.g., family, hobbies, sports, interests).
 - b. Use the captors' first names, if known. However, if hostage takers are attempting to conceal their identity, do not give any indication that they are recognized.
 - c. Listen actively to the captors' feelings and concerns, but never praise, participate in, or debate their "cause". If they want to talk about their cause, act interested in their viewpoints. Avoid being overly solicitous, which may be viewed as patronizing or insincere.
 - d. Do not befriend the inmates; such an attempt will likely result in

Attachment C

FRESNO COUNTY SHERIFF'S OFFICE JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS
FILE: HOSTAGE

NO: B-130

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

Attachment C

FRESNO COUNTY SHERIFF'S OFFICE JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS
FILE: HOSTAGE

NO: B-130

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.

Attachment D

Part I:

Part I: Preventative Maintenance																	
#	LOCATION	ADDRESS	UPS Quantity	UPS	UPS KVA SIZE	UPS Serial #	Battery Quantity (per each UPS system)	BATTERY CABINET	Battery Serial #	UPS Service Frequency	Battery Service Frequency	Total Annual Cost Per UPS Unit	Total Annual Cost	Total Annual Cost Per UPS Unit	Total Annual Cost	Total Annual Cost Per UPS Unit	Total Annual Cost
												Standard	Standard	Premium	Premium	Ultra	Ultra
1	Sheriff's Office North Annex Jail (Building 608, roof room & basement)	1265 M Street Fresno, CA 93721	4	Riello 65 KVA, 480V 3ph in 480V 3ph out, with 30 Johnson Control 12-270/each or equivalent.	65	ME45AP162590002 / ME45AP162590003 / ME45AP16259001 (2)	30	Johnson Control 12-270/each or equivalent	12VDC / Data Safe 12HX330 -FR	One (1) scheduled maintenance visit per year	One (1) scheduled maintenance visit per year	\$ 2,310	\$ 9,240	\$ 4,500	\$ 18,000	N/A	N/A
2	Sheriff's Office North Annex Jail (Building 608)	1265 M Street Fresno, CA 93721	1	TRIPUTE 2.2 KVA with internal batteries, 1 each SENS 12A Rectifier model DCT120-12 A653	2.2	ME36AP14710001	20	6V Marathon batteries model MBV190F	12VDC / Data Safe 12HX330 -FR	One (1) scheduled maintenance visit per year	One (1) scheduled maintenance visit per year	\$ 1,870	\$ 1,870	\$ 3,600	\$ 3,600	\$ 4,000	\$ 4,000
3	Sheriff's Office Main Jail (Building 607, 1st Floor Elec. Rm)	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	One (1) scheduled maintenance visit per year	One (1) scheduled maintenance visit per year	\$ 2,200	\$ 2,200	\$ 4,400	\$ 4,400	\$ 6,200	\$ 6,200
4	Sheriff's Office Main Jail (Building 607, 2nd Floor Elec. Rm)	1225 M Street Fresno, CA 93721	1	mitsubishi 40 KVA Model UP2033C-B403SU-2	40	06-7M71275-05	30	Power 12VDC	12VDC / Data Safe 12HX330 -FR	One (1) scheduled maintenance visit per year	One (1) scheduled maintenance visit per year	\$ 2,200	\$ 2,200	\$ 4,180	\$ 4,180	\$ 6,000	\$ 6,000
5	Sheriff's Office South Annex Jail (Building 605)	2204 Fresno St Fresno, CA 93721	1	mitsubishi 20 KVA, Model up2033c-8535v-2	20	#02-663j0102	30	Internal Yuasa NP-18-12B or equivalent	NP18 - 12FR	One (1) scheduled maintenance visit per year	One (1) scheduled maintenance visit per year	\$ 1,870	\$ 1,870	\$ 3,740	\$ 3,740	\$ 5,544	\$ 5,544
6	Juvenile Justice Campus (JJC) Delinquency Court (Building 701, Room E112)	3333 E. American Ave Fresno, CA 93725	1	LIEBERT 30 KVA Model N Power, Part# 37SA03AAC6EH 76	30	#M08F30007	40	3T00012545	Batteries are inaccessible	One (1) scheduled maintenance visit per year	One (1) scheduled maintenance visit per year	\$ 2,200	\$ 2,200	\$ 3,960	\$ 3,960	N/A	N/A
7	Juvenile Justice Campus (JJC) Delinquency Court (Building 701, Room B-245)	3333 E. American Ave Fresno, CA 93725	1	LIEBERT 30 KVA Model N Power, Part# 37SA03AAC6EH 76	30	#M08F30006	40	3T00023544	Batteries are inaccessible	One (1) scheduled maintenance visit per year	One (1) scheduled maintenance visit per year	\$ 2,200	\$ 2,200	\$ 3,960	\$ 3,960	N/A	N/A
8	Sheriff Administration (Building 604)	2200 Fresno St Fresno, CA 93721	1	RIELLO 65 KVA, 480V 3ph in 480V 3ph out	65	ME16AP120720001	30	PRC-12905 batteries (sealed)	12VDC / Data Safe 12HX330 -FR	Two (2) scheduled maintenance visits per year	Four (4) scheduled maintenance visits per year	\$ 4,970	\$ 4,970	\$ 6,820	\$ 6,820	N/A	N/A
9	Coroner Building (Building 716)	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	One (1) scheduled maintenance visit per year	One (1) scheduled maintenance visit per year	\$ 2,400	\$ 2,400	\$ 4,500	\$ 4,500	N/A	N/A
10	JJC (Building 712)	3333 E. American Ave Fresno, CA 93725	1	Toshiba 4400 Series 50KVA UPS	50	170100735	24	Yuasa NPS-150FR vrla batteries	Batteries inside UPS, no external cabinet	Quarterly scheduled maintenance visits	Quarterly scheduled maintenance visits	\$ 4,760	\$ 4,760	\$ 4,500	\$ 4,500	\$ 9,700	\$ 9,700
11	Plaza Building (Building 9610)	2220 Tulare St, 21st Floor Fresno, CA 93721	1	Toshiba 50 KVA Model T42dF500KAMON (4200FA XT) to be replaced with Toshiba 225 KVA Model (G9000) T9003522K360SN (anticipated construction completion JAN - FEB 2022)	50	090301573/0876447550014	30/40	Datasafe 12HX330FR batteries (sealed) to be replaced with CSB NHR12540WFR batteries (manufacturer date code 8/2021) (anticipated construction completion Jan- Feb 2022)	9927970/40071218U00305	Two (2) scheduled maintenance visits per year	Four (4) scheduled maintenance visits per year	\$ 4,760	\$ 4,760	\$ 6,600	\$ 6,600	\$ 9,700	\$ 9,700
12	Internal Services Department (ISD) Pontiac Building #6 (Building 649)	333 W. Pontiac Way Clovis, CA 93612	2	Toshiba G9000 225kva UPS systems	225	17530155 / 17530154	80	CSB NHR12620WFR batteries (sealed)	99029139 / 99029141 / 99029140 / 99029142	Two (2) scheduled maintenance visits per year	Four (4) scheduled maintenance visits per year	\$ 6,370	\$ 12,740	\$ 7,260	\$ 14,520	\$ 14,000	\$ 28,000
13	District Attorney's Office Rowell Building (Building 863)	2100 Tulare St Fresno, CA 93721	1	Toshiba 4400 Series 50KVA UPS	50	200300551	24	CSB NHR12540WFR vrla batteries	CC00106139-01 / CC00106139-02	Quarterly scheduled maintenance visits	Quarterly scheduled maintenance visits	\$ 4,760	\$ 4,760	\$ 6,600	\$ 6,600	\$ 9,700	\$ 9,700
14	Department of Social Services (DSS) Pontiac Building #1 (Building 664)	3500 Never Forget Lane Clovis, CA 93612	1	Toshiba G9000 Series 100KVA UPS	100	19530344	40	Energys 12HX205-FR vrla batteries	40070200U00729	Quarterly scheduled maintenance visits	Quarterly scheduled maintenance visits	\$ 5,440	\$ 5,440	\$ 7,660	\$ 7,660	\$ 11,300	\$ 11,300
15	DSS Pontiac Building #2 (Building 650)	205 W. Pontiac Clovis, CA 93612	1	Toshiba 4400 Series 50KVA UPS	50	180501088	24	Deka Unigy 45HR2000 vrla batteries	CC00100699-01	Quarterly scheduled maintenance visits	Quarterly scheduled maintenance visits	\$ 4,760	\$ 4,760	\$ 6,600	\$ 6,600	\$ 9,700	\$ 9,700
16	DSS Pontiac Building #3 (Building 662)	200 W. Pontiac Clovis, CA 93612	1	Toshiba 4400 Series 50KVA UPS	50	200400309	24	12HX330FR Energys DataSafe	CC00106809-01	Quarterly scheduled maintenance visits	Quarterly scheduled maintenance visits	\$ 4,760	\$ 4,760	\$ 6,600	\$ 6,600	\$ 9,700	\$ 9,700
17	Halifax Dispatch Building (Building 8435)	555 N. Halifax Ave Clovis, CA 93611	2	Toshiba G9000 Series 160KVA UPS	160	19530430 / 19530431	40	Energys 12HX505-FR vrla batteries	40070720U00977 / 40070720U00978	Quarterly scheduled maintenance visits	Quarterly scheduled maintenance visits	\$ 5,720	\$ 11,440	\$ 8,020	\$ 16,040	\$ 12,000	\$ 24,000
18	Department of Public Health EMS Dispatch Center (Building 699)	4555 E. Hamilton Ave Fresno, CA 93702	1	Liebert N-Power Model 37SA06SC06E43, Size 65Kv	65	M11L300019	40	Energys H0330 batteries	Batteries are inside the unit and are inaccessible	Quarterly scheduled maintenance visits	Quarterly scheduled maintenance visits	\$ 4,970	\$ 4,970	\$ 6,820	\$ 6,820	N/A	N/A
19	DSS Pontiac Building #5 (Building 668)	380 W. Ashlan Ave Clovis, CA 93612	1	Toshiba G9000 Series 160KVA UPS	160	21530317	80	Deka HR7500ET batteries	40070721U01415 / 40070721U01416	Quarterly scheduled maintenance visits	Quarterly scheduled maintenance visits	\$ 5,720	\$ 5,720	\$ 8,020	\$ 8,020	\$ 12,000	\$ 12,000
20	Assessor Recorder (Building)	1250 Van Ness Ave Fresno, CA 93721	1	Toshiba 4400 Series 50KVA UPS	50	220200998	48	Datasafe 12HX540FR batteries (sealed)	2827103212022A / 2827103212022B	Quarterly scheduled maintenance visits	Quarterly scheduled maintenance visits	\$ 4,760	\$ 4,760	\$ 6,600	\$ 6,600	\$ 9,700	\$ 9,700
21	Public Works Landfill (Building 445)	18950 W. American Ave Kerman, CA 93630	1	UPS Toshiba 1600XP Model LHM3G2L036C61T	3.6	120602682	16	CSB NHR1234WF2FR	Batteries are internal	Quarterly scheduled maintenance visits	Quarterly scheduled maintenance visits**	\$ 1,848	\$ 1,848	\$ 3,600	\$ 3,600	\$ 6,000	\$ 6,000
TOTAL:												\$ 80,844	\$ 99,864	\$ 118,540	\$ 147,320	\$ 135,244	\$ 161,244

- A. STANDARD: Parts, travel, emergency labor, batteries, transformers, and capacitors are NOT INCLUDED in this service package and are subject to a separate quotation and are billable at CONTRACTOR'S standard time and labor rates as described in Part II.
- B. PREMIUM: Travel and emergency labor are included in this service package. Parts, batteries, transformers, and capacitors are NOT INCLUDED in this service package and are subject to a separate quotation and are billable at CONTRACTOR'S standard time and labor rates as described in Part II.
- C. ULTRA: Parts, travel, emergency labor are included in this service package. Batteries, transformers, and capacitors are NOT INCLUDED in this service package & are subject to a separate quotation and are billable at CONTRACTOR'S standard time and labor rates as described in Part II.

Part II: Labor & Materials

Labor quotations for labor rates shall include travel/mileage/portal to portal.

	Category	Labor Rate per Hour
A	Normal Hours (Monday - Friday, 7am - 6pm)	\$ 134.00
B	After Normal Hours	\$ 207.00
C	County Holidays	\$ 268.00
D	Materials: Percentage discount on misc. parts	10% discount at Contractor's SVC rate

Attachment D

Part III:

CAP/FAN BUDGETARY PRICING			
MODEL/TYPE/SIZE	Caps/Fan Kit	8x5 Labor	Total
Riello 65 KVA, 480V 3ph in 480V 3ph out, with 30 Johnson Control 12-270/each or equivalent	Need more information to quote	N/A	N/A
RIELLO 65 KVA, 480V 3ph in 480V 3ph out	Need more information to quote	N/A	N/A
MITSUBISHI 50 KVA Model UP2033C-B503SU-2	\$ 5,287.50	\$ 3,300.00	\$ 8,587.50
MITSUBISHI 40 KVA Model UP2033C-B403SU-2	\$ 5,287.50	\$ 3,100.00	\$ 8,387.50
MITSUBISHI 20 KVA, Model UP2033C-B1535V-2	\$ 1,912.50	\$ 3,000.00	\$ 4,912.50
LIEBERT N-Power Model: 37SA03AAC6EH76, Size 30kVA	\$ 5,847.50	\$ 3,200.00	\$ 9,047.50
Liebert N-Power Model: 37SA065CCC6EE43, Size 65KVA	\$ 9,745.00	\$ 3,500.00	\$ 13,245.00
Toshiba 4400 Series 50KVA UPS	\$ 7,425.00	\$ 3,300.00	\$ 10,725.00
Toshiba G9000 Series 100KVA UPS	\$ 9,987.50	\$ 4,000.00	\$ 13,987.50
Toshiba G9000 Series 160KVA UPS	\$ 16,475.00	\$ 4,500.00	\$ 20,975.00
Toshiba G9000 Series 225kva UPS	\$ 16,475.00	\$ 5,000.00	\$ 21,475.00

Part IV:

Batteries BUDGETARY PRICING						
UPS	Qty	Current	Battery or Comparable battery	Battery Cost	Labor	Total
Riello 65 KVA, 480V 3ph in 480V 3ph out, with 30 Johnson Control 12-270/each or equivalent.	30	Johnson Control 12-270/each or equivalent	12HX330-FR	\$ 6,519.15	\$ 3,000.00	\$ 9,519.15
TRIPLE 2.2 KVA with internal batteries, 1 each SENS 12A Rectifier model DCT120-12-A653	20	6V Marathon batteries model M6V190F	12HX330-FR	\$ 4,346.10	\$ 2,600.00	\$ 6,946.10
MITSUBISHI 50 KVA Model UP2033C-B503SU-2	60	Mitsubishi	12HX330-FR	\$ 13,038.30	\$ 4,400.00	\$ 17,438.30
MITSUBISHI 40 KVA Model UP2033C-B403SU-2	30	Power 12VDC	12HX330-FR	\$ 6,519.15	\$ 3,000.00	\$ 9,519.15
MITSUBISHI 20 KVA, Model up2033c-b1535v-2	30	Internal Yuasa NP-18-12B or equivalent	GP121170B1BFR	\$ 2,610.00	\$ 2,400.00	\$ 5,010.00
LIEBERT 30 KVA Model N Power, Part# 37SA03AAC6EH 76	40	3T00012545	NEED MORE INFORMATION TO QUOTE	N/A	N/A	N/A
LIEBERT 30 KVA Model N Power, Part# 37SA03AAC6EH 76	40	3T00023544	NEED MORE INFORMATION TO QUOTE	N/A	N/A	N/A
RIELLO 65 KVA, 480V 3ph in 480V 3ph out	30	PRC-1290S batteries (sealed)	12HX330-FR	\$ 6,519.15	\$ 3,000.00	\$ 9,519.15
LIEBERT 65 KVA Model N-power	40	Vision batteries model UNA 12-200 batteries M11D3Q0037	12HX205-FR	\$ 6,916.80	\$ 4,000.00	\$ 10,916.80
Toshiba 4400 Series 50KVA UPS	24	Yuasa NPX-150FR vrla batteries	12HX150FR	\$ 4,430.40	\$ 2,600.00	\$ 7,030.40
Toshiba 50 KVA Model T42d3F500XAMXN (4200FA XT) to be replaced with	30	Datasafe 12HX330FR batteries (sealed) to be replaced with	12HX540FR	\$ 13,155.60	\$ 4,000.00	\$ 17,155.60
Toshiba 225 KVA Model (G9000) T90S3S22KS6XSN (anticipated construction completion JAN - FEB 2022)	40	CSB XHRL12620WFR batteries (manufacturer date code 8/2021) (anticipated construction completion JAN - FEB 2022)				
Toshiba G9000 225kva UPS systems	80	CSB XHRL 12620WFR batteries (sealed)	12HX540FR	\$ 26,311.20	\$ 8,000.00	\$ 34,311.20
Toshiba 4400 Series 50KVA UPS	24	CSB HRL12540WFR vrla batteries	12HX540FR	\$ 9,028.80	\$ 5,600.00	\$ 14,628.80
Toshiba G9000 Series 100KVA UPS	40	Energys 12HX205-FR vrla batteries	12HX205FR	\$ 6,916.80	\$ 4,000.00	\$ 10,916.80
Toshiba 4400 Series 50KVA UPS	24	Deka Unigy 45HR2000 vrla batteries	12HX205FR	\$ 7,489.80	\$ 2,600.00	\$ 10,089.80
Toshiba 4400 Series 50KVA UPS	24	12HX330FR EnerSys DataSafe	12HX330FR	\$ 5,215.32	\$ 2,600.00	\$ 7,815.32
Toshiba G9000 Series 160KVA UPS	40	Energys 12HX505-FR vrla batteries	12HX505FR	\$ 12,483.00	\$ 6,000.00	\$ 18,483.00
Liebert N-Power Model 37SA065CCC6EE43, Size 65KV	40	Energys HX330 batteries	12HX330FR	\$ 8,692.20	\$ 4,000.00	\$ 12,692.20
UPS Toshiba 1600XP Model UH3G2L036C61T	16	CSB HRL1234WF2FR	HRL1234WF2FR	\$ 707.20	\$ 2,400.00	\$ 3,107.20

Attachment D

Part V:

UPS KVA Size	Standard Service (Minimum Cost)	Standard Service (Maximum Cost)
0-10	\$ 1,870	\$ 2,431
11 to 20	\$ 2,000	\$ 2,600
21 to 40	\$ 2,200	\$ 2,860
41 to 60	\$ 2,400	\$ 3,120
61 to 80	\$ 2,600	\$ 3,380
81 to 100	\$ 2,800	\$ 3,640
101 to 150	\$ 3,000	\$ 3,900
151 to 200	\$ 3,200	\$ 4,160
200 to 250	\$ 3,480	\$ 4,524
251 to 300	\$ 3,600	\$ 4,680
301 to 400	\$ 3,800	\$ 4,940
401 to 500	\$ 4,000	\$ 5,200

*The above methodology is for one (1) UPS and Battery scheduled maintenance visit per year.

*The above methodology shall be used for adding new UPS systems to this Agreement and refers to the Standard type of service described in Part I, Attachment B.

*If service levels increase (from Standard to Premium or Ultra, as defined in Part I, Attachment D), the service cost increase shall not exceed 50% (from Standard to Premium or Premium to Ultra) and 100% (from Standard to Ultra). If service levels decrease, the service cost shall decrease by 50% (from Ultra to Premium or from Premium to Standard), and 100% (from Ultra to Standard).

*Changes in frequency to the UPS or Battery systems for scheduled maintenance services shall require both County and Contractor to mutually agree.

*Contractor shall provide a ten percent (10%) discount for any additional system, which includes Part I, II, and III of Attachment D.

Attachment E

SELF-DEALING TRANSACTION DISCLOSURE FORM

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


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

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

INSTRUCTIONS

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

Attachment E

(1) Company Board Member Information:			
Name:	Hector Meza	Date:	4-11-2022
Job Title:	President		
(2) Company/Agency Name and Address:			
Lorbel Inc. 9400 7 th Street Suite C2 Rancho Cucamonga CA 91730			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
N/A			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
N/A			
(5) Authorized Signature			
Signature:		Date:	4-11-2022