

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 American Alarm Co., Inc., a California corporation, 1671 Vineyard Drive Antioch, CA 94509, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY has a need for a qualified vendor to provide Security Electronic Control System Services at the Juvenile Justice Campus (JJC) located at 3333 E. American Fresno, CA 93725;

WHEREAS, CONTRACTOR was the original vendor to install and program the security electronic control system at the JJC, approximately ten (10) years ago, which included the installation of the hardware, software, and the programming;

WHEREAS, COUNTY's prior security system is in need of an upgrade due to outdated technology and software. CONTRACTOR will demolish existing hardware, install new modern technological hardware, and reprogram the entire security software system at JJC;

WHEREAS, CONTRACTOR is qualified and willing to continue to perform these services pursuant to the terms and at the specified rates in this Agreement.

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

1. DEFINITIONS

The following terms are defined as follows for the purpose of this Agreement.

- A. Director means COUNTY's Director of Internal Services/Chief Information Officer or his or her designee.
- B. Disclose or any derivative of that word, means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Information orally, in writing, or by electronic or any other means to any person.
- C. Person means any natural person, corporation, partnership, limited liability company, firm, or association.

- 1 D. Information means any and all information, including any data, provided, or to which
2 access is provided, to CONTRACTOR by or upon the authorization of COUNTY, under
3 this Agreement. Information does not include publicly available information that is lawfully
4 made available to the general public from federal, state, or local government records.
- 5 E. Security Breach means any act or omission that compromises either the security,
6 confidentiality, value, or integrity of any Information or the Security Safeguards, or any
7 unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any
8 corruption of or damage to, any Information.
- 9 F. Use or any derivative thereof, means to receive, acquire, collect, apply, manipulate,
10 employ, process, transmit, disseminate, access, store, disclose, or dispose of
11 Information.
- 12 G. ISD is the COUNTY's Internal Services Department.
- 13 H. System refers to the System Software and System Documentation, collectively, including
14 all modifications and enhancements.
- 15 I. System Software is the software name/computer software provided and hosted by
16 CONTRACTOR that describes the software function.
- 17 J. Authorized Persons means any and all Authorized Employees; any and all of
18 CONTRACTOR's subcontractors, representatives, agents, outsourcers, and consultants,
19 and providers of professional services to CONTRACTOR, who have access to
20 Information and are bound by law or in writing by confidentiality obligations
21 sufficient to protect Information in accordance with the terms of this Agreement.
- 22 K. Security Safeguards means physical, technical, administrative or organizational security
23 procedures and practices put in place by CONTRACTOR (or any Authorized Persons)
24 that relate to the protection of the security, confidentiality, value, or integrity of
25 Information.
- 26 L. Authorized Employees means CONTRACTOR's employees who have access to
27 Information.
- 28 M. Cyber Risks include but are not limited to Security Breaches, which may include Disclosure

1 of Information to an unauthorized third party; breach of any of CONTRACTOR's obligations
2 under this Agreement; infringement of intellectual property, including but not limited to
3 infringement of copyright, trademark, and trade dress; invasion of privacy, including release
4 of private information; information theft; damage to or destruction or alteration of electronic
5 information; extortion related to CONTRACTOR's obligations under this Agreement
6 regarding electronic information, including Information; network security; data breach
7 response costs, including Security Breach response costs; regulatory fines and penalties
8 related to CONTRACTOR's obligations under this Agreement regarding electronic
9 information, including Information; and credit monitoring expenses.

10 2. OBLIGATIONS OF THE CONTRACTOR

- 11 A. CONTRACTOR shall provide all labor, materials, equipment, supplies, taxes, insurance,
12 and warranties to perform services described in Attachment A, attached and incorporated
13 by this reference, and this Agreement.
- 14 B. CONTRACTOR shall provide, qualified, trained, and professional services personnel, on
15 an as-needed basis as determined by the COUNTY. Project work will be scheduled with
16 a minimum of inconvenience to the COUNTY.
- 17 C. For all work specified in this Agreement, CONTRACTOR shall propose to COUNTY a
18 service completion date for all services. Acceptance must be provided by COUNTY in
19 writing prior to the start of services.
- 20 D. CONTRACTOR shall provide services that include demolition of existing equipment,
21 installation of new equipment, system programming and commissioning, and any related
22 security electronic control system work related to the JJC. CONTRACTOR shall use the
23 rates established in Attachment A.
- 24 i. Demolition of existing equipment includes, but is not limited to:
25 documenting existing controls and wiring; documenting any system field devices
26 which are not operating properly; preparing a quotation for remedial work to bring
27 all devices in each control area to proper operating condition; and removing the
28 existing graphic panels, power supplies, intercom amplifiers and interface boards,

1 and auxiliary devices and turn them over to the COUNTY. Demolition work
2 excludes general refurbishing of the work space including demolition or upgrade
3 of millwork, casework, cabinetry, carpeting, fixtures, and handrails.

4 ii. Installation of new equipment includes, but is not limited to: installing new
5 modern day equipment in the existing equipment rack and connecting to current
6 wiring systems; providing new UPS power supplies for the new CPUs and
7 intercom controllers; providing and installing a touch screen and intercom master
8 station at existing unit workstations; connecting devices to the existing equipment
9 cabinet; providing and installing a stand-alone analog intercom station for
10 communication with control centers; and connecting intercom to existing
11 communication systems.

12 iii. System programming and commissioning work includes, but is not limited to:
13 developing PLC control programs and integrating the PLCs with modern day
14 equipment like touch screens; allocating new input and output PLC control points
15 for door, intercom and auxiliary devices, developing touch screen controls rather
16 than graphic panel points and integrating them with auxiliary controls as
17 applicable; and downloading new PLC system software to current PLC systems,
18 testing all doors, intercoms, and auxiliary devices for proper operation.

19 iv. Documenting system performance.

20 v. CONTRACTOR shall train COUNTY personnel on all system changes and
21 updates, if applicable, upon completion of all services performed under this
22 Agreement.

23 vi. CONTRACTOR shall also provide free phone support during and after
24 system installation, modifications, repair, or maintenance work.

25 E. CONTRACTOR agrees and covenants in favor of COUNTY that CONTRACTOR shall
26 keep and maintain all Information relating to the scope of work in this Agreement in strict
27 confidence, using such degree of care as is reasonable and appropriate to avoid a
28 Security Breach; not Use, Disclose, sell, rent, license, or otherwise make available any

1 Information relating to the scope of work in this Agreement for CONTRACTOR's own
2 purposes or for the benefit of anyone other than COUNTY, without COUNTY's express
3 prior written consent, which the COUNTY may give or withhold in its sole and absolute
4 discretion.

5 CONTRACTOR shall remain liable to COUNTY for the actions and omissions of
6 any unauthorized third party concerning its Use of such Information as if they were
7 CONTRACTOR's own actions and omissions.

8 F. Information Security

- 9 i. CONTRACTOR covenants, represents and warrants to COUNTY that
10 Contractor's Use of Information under this Agreement does and shall at all times
11 comply with all applicable federal, state, and local, privacy and data protection
12 laws, as well as all other applicable regulations..
- 13 ii. CONTRACTOR covenants, represents and warrants to COUNTY that, as of the
14 Effective Date, CONTRACTOR has not received notice of any violation of any
15 privacy or data protection laws, as well as any other applicable regulations or
16 directives, and is not the subject of any pending legal action or investigation by,
17 any government regulatory authority regarding same.
- 18 iii. CONTRACTOR's (or Authorized Person's) Security Safeguards shall be no less
19 rigorous than accepted industry practices and, at a minimum, include the
20 following: limiting Use of Information strictly to CONTRACTOR's and Authorized
21 Persons' technical and administrative personnel who are necessary for the
22 CONTRACTOR's, or Authorized Persons', Use of the Information pursuant to this
23 Agreement; ensure that all of CONTRACTOR's connectivity to COUNTY
24 computing systems will only be through COUNTY's security gateways and
25 firewalls, and only through security procedures approved upon the express prior
26 written consent of the COUNTY; to the extent that they contain or provide access
27 to Information, (a) securing business facilities, data centers, paper files, servers,
28 back-up systems and computing equipment, operating systems, and software

1 applications, including, but not limited to, all mobile devices and other equipment,
2 operating systems, and software applications with information storage capability;
3 (b) employing adequate controls and data security measures, both internally and
4 externally, to protect the Information from potential loss or misappropriation, or
5 unauthorized Use, and the COUNTY's operations from disruption and abuse; (c)
6 having and maintaining network, device application, database and platform
7 security; (d) maintaining authentication and access controls within media,
8 computing equipment, operating systems, and software applications; and (e)
9 installing and maintaining in all mobile, wireless, or handheld devices a secure
10 internet connection, having continuously updated anti-virus software protection
11 and a remote wipe feature always enabled, all of which is subject to express prior
12 written consent of the COUNTY; encrypting all Information at advance encryption
13 standards of Advanced Encryption Standards (AES) of 128 bit or higher;having a
14 patch management process including installation of all operating system/software
15 vendor security patches; and providing appropriate privacy and information
16 security training to Authorized Employees.

17 iv. During the term of each Authorized Employee's employment by CONTRACTOR,
18 CONTRACTOR shall cause such Authorized Employees to abide strictly by
19 CONTRACTOR's obligations under this Agreement. CONTRACTOR further
20 agrees that it shall maintain a disciplinary process to address any unauthorized
21 Use of Information by any Authorized Employees.

22 v. CONTRACTOR – owned mobile, wireless, or handheld devices: CONTRACTOR
23 may not connect to COUNTY networks via personally or CONTRACTOR - owned
24 mobile, wireless or handheld devices, unless the following conditions are met:
25 CONTRACTOR has received authorization by COUNTY; current virus protection
26 software is in place; mobile device has the remote wipe feature enabled; and A
27 secure connection is used.

28 i. CONTRACTOR – owned computers: CONTRACTOR may not bring

1 CONTRACTOR - owned computer or computer peripherals into the COUNTY for
2 use without prior authorization from the COUNTY's Director or his/her
3 designee(s), including but not limited to mobile storage devices. If data is
4 approved to be transferred, data must be stored on a secure server approved by
5 the COUNTY and transferred by means of a Virtual Private Network (VPN)
6 connection, or another type of secure connection. Said data must be encrypted.

- 7 ii. COUNTY - owned computer equipment: CONTRACTOR may not use COUNTY
8 computers or computer peripherals on non - COUNTY premises without prior
9 authorization from the COUNTY's Director or their designee(s).

10 G. Security Breach Procedures

- 11 i. Immediately upon CONTRACTOR's awareness or reasonable belief of a Security
12 Breach, CONTRACTOR shall (a) notify the Director of the Security Breach, such
13 notice to be given first by telephone at the following telephone number, followed
14 promptly by email at the following email address: (559) 600-6200 /
15 rolsen@fresnocountyca.gov/agrayson@fresnocountyca.gov (which telephone
16 number and email address COUNTY may update by providing notice to
17 CONTRACTOR), and (b) preserve all relevant evidence (and cause any affected
18 Authorized Person to preserve all relevant evidence) relating to the Security
19 Breach. The notification shall include, to the extent reasonably possible, the
20 identification of each type and the extent of Information that has been, or is
21 reasonably believed to have been breached, including but not limited to,
22 compromised, or subjected to unauthorized Use, Disclosure, or modification, or
23 any loss or destruction, corruption, or damage.

- 24 ii. Immediately following CONTRACTOR's notification to COUNTY of a Security
25 Breach, as provided pursuant to subsection G (i) of this Agreement, the Parties
26 shall coordinate with each other to investigate the Security Breach.

27 CONTRACTOR agrees to fully cooperate with COUNTY, including, without
28 limitation: (a) assisting COUNTY in conducting any investigation; (b) providing

1 COUNTY with physical access to the facilities and operations affected; (c)
2 facilitating interviews with Authorized Persons and any of CONTRACTOR's other
3 employees knowledgeable of the matter; and (d) making available all relevant
4 records, logs, files, data reporting and other materials required to comply with
5 applicable law, regulation, industry standards, or as otherwise reasonably
6 required by COUNTY. To that end, CONTRACTOR shall, with respect to a
7 Security Breach, be solely responsible, at its cost, for all notifications required by
8 law and regulation, or deemed reasonably necessary by COUNTY, and
9 CONTRACTOR shall provide a written report of the investigation and reporting
10 required to the Director within thirty (30) days after the CONTRACTOR's
11 discovery of the Security Breach.

12 iii. CONTRACTOR shall take prompt corrective action to respond to and remedy any
13 Security Breach and take mitigating actions, including but not limiting to,
14 preventing any reoccurrence of the Security Breach and correcting any deficiency
15 in Security Safeguards as a result of such incident, all at CONTRACTOR's sole
16 expense, in accordance with applicable privacy rights, laws, regulations and
17 standards. CONTRACTOR shall reimburse COUNTY for all reasonable costs
18 incurred by COUNTY in responding to, and mitigating damages caused by, any
19 Security Breach, including all costs of COUNTY incurred relation to any litigation
20 or other action described in this Agreement.

21 iv. CONTRACTOR agrees to cooperate, at its sole expense, with COUNTY in any
22 litigation or other action to protect COUNTY's rights relating to Information,
23 including the rights of persons from whom COUNTY receives Information.

24 v. Section G is applicable to all sections within this Agreement, including any
25 Security Breaches concerning the programmable memory units or maps used to
26 store instructions and to implement functions that include, but are not limited to,
27 logic, sequencing, timing, counting, and arithmetic that control information
28 technology hardware and processes.

1 H. Oversight of Security Compliance

- 2 i. CONTRACTOR shall have and maintain a written information security policy that
3 specifies Security Safeguards appropriate to the size and complexity of
4 CONTRACTOR's operations and the nature and scope of its activities.
- 5 ii. Upon COUNTY's written request, to confirm CONTRACTOR's compliance with
6 this Agreement, as well as any applicable laws, regulations and industry
7 standards, CONTRACTOR grants COUNTY or, upon COUNTY's election, a third
8 party on COUNTY's behalf, permission to perform an assessment, audit,
9 examination or review of all controls in CONTRACTOR's physical and technical
10 environment in relation to all Information that is Used by CONTRACTOR pursuant
11 to this Agreement. CONTRACTOR shall fully cooperate with such assessment,
12 audit or examination, as applicable, by providing COUNTY or the third party on
13 COUNTY's behalf, access to all Authorized Employees and other knowledgeable
14 personnel, physical premises, documentation, infrastructure, and application
15 software that is Used by CONTRACTOR for Information pursuant to this
16 Agreement. In addition, CONTRACTOR shall provide COUNTY with the results of
17 any audit by or on behalf of CONTRACTOR that assesses the effectiveness of
18 CONTRACTOR's information security program, as relevant to the security and
19 confidentiality of Information Used by CONTRACTOR or Authorized Persons
20 during the course of this Agreement.

- 21 I. Upon the termination of this Agreement, CONTRACTOR shall, and shall instruct all
22 Authorized Persons to, promptly return to COUNTY all Information, whether in written,
23 electronic or other form or media, in its possession or the possession of such Authorized
24 Persons, in a machine readable form used by COUNTY at the time of such return, or
25 upon the express prior written consent of the Director, securely destroy all such
26 Information, and certify in writing to the COUNTY that such Information have been
27 returned to COUNTY or disposed of securely, as applicable. If CONTRACTOR is
28 authorized to dispose of any such Information, as provided in this Agreement, such

1 certification shall state the date, time, and manner of disposal and by whom, specifying
2 the title of the individual. CONTRACTOR shall comply with all reasonable directions
3 provided by the Director with respect to the return or disposal of Information and copies
4 thereof. If return or disposal of such Information or copies of Information is not feasible,
5 CONTRACTOR shall notify COUNTY according, specifying the reason, and continue to
6 extend the protections of this Agreement to all such Information and copies of
7 Information. CONTRACTOR shall not retain any copy of any Information after returning
8 or disposing of Information as required by this Agreement. CONTRACTOR's obligations
9 under this subsection I shall survive the termination of this Agreement, and apply to all
10 Information that CONTRACTOR retains, if return to COUNTY or disposal is not feasible,
11 and to all Information that CONTRACTOR may later discover.

12 J. Equitable Relief

13 CONTRACTOR acknowledges that any breach of its covenants or obligations set forth in
14 this Agreement may cause COUNTY irreparable harm for which monetary damages
15 would not be adequate compensation, and agrees that, in the event of such breach or
16 threatened breach, COUNTY is entitled to seek equitable relief, including a restraining
17 order, injunctive relief, specific performance and any other relief that may be available
18 from any court, in addition to any other remedy to which COUNTY may be entitled at law
19 or in equity. Such remedies shall not be deemed to be exclusive, but shall be in addition
20 to all other remedies available to COUNTY at law or in equity or under this Agreement.

21 K. Building Security

22 Failure to fully comply with the security requirements as set forth in this Section 2(K) will
23 be considered a breach of contract, and shall result in termination of this Agreement for
24 default. CONTRACTOR must comply with the COUNTY's Hostage Situations policy, as
25 well as the COUNTY's Fresno County Probation Department Juvenile Justice Campus
26 Manual policy as described in Attachment C. COUNTY may change these policies and
27 procedures at any time and add new policies at any time, without any prior notice to
28 CONTRACTOR. CONTRACTOR shall be responsible for complying with all such policies

1 and procedures. Policies can be accessed here:
2 <https://www.co.fresno.ca.us/departments/probation/policy-manuals>. CONTRACTOR shall
3 plan and execute all work in such a manner as to prevent a security breach of the JJC
4 facility. CONTRACTOR shall comply with all Prison Rape Elimination Act (PREA)
5 standards for juvenile correctional facilities as set forth in Attachment D. CONTRACTOR
6 shall comply with all Probation Department Policies and Procedures. In the event of a
7 dispute involving COUNTY staff and a CONTRACTOR employee or subcontractor, the
8 Director will have the final decision. CONTRACTOR may also be required to comply with
9 "Background Investigations and Identification Badges," as set forth in Attachment E for
10 specific facilities if determined by the COUNTY.

11 L. Emergency Response, Routine, and Callback Services

12 Services are defined as situations that may pose an immediate risk to COUNTY
13 employees, citizens, business processes, and property. Emergency Response services
14 require urgent intervention to prevent a worsening of a situation. Emergency Response
15 services will be requested on an as-needed basis. When COUNTY requests Emergency
16 Response services, CONTRACTOR shall acknowledge the request within two (2) hours,
17 and provide onsite services within one (1) hour or less. CONTRACTOR shall be available
18 to provide Emergency Response services seven (7) days per week, at all times, including
19 COUNTY holidays

20 CONTRACTOR shall provide Routine and Callback services to COUNTY on an
21 as-needed basis when requested by COUNTY. When services are requested by
22 COUNTY, CONTRACTOR shall acknowledge the request within four (4) hours and
23 provide onsite services within forty-eight (48) hours or less.

24 For scheduling of Routine and Emergency Response services, details regarding
25 each type of request shall be relayed to CONTRACTOR at the time of each call.
26 Additionally, CONTRACTOR responding to a service request, whether Routine or an
27 Emergency Response, shall always report to the Department Representative or their
28 designee prior to beginning work, and at the completion of work.

1 M. Compliance With All Laws – CONTRACTOR acknowledges public funds will be used to
2 pay for the services performed under this Agreement, and that the facilities to be services
3 pursuant to this Agreement are owned by COUNTY, a governmental entity. In the work
4 performed pursuant to this Agreement, CONTRACTOR shall comply with, and ensure
5 compliance by all subcontractors with, all applicable laws and regulations, including the
6 payment of prevailing wages pursuant to Section 1770 et. seq. of the Labor Code, and as
7 described herein. In accordance with Labor Code Section 1770, et seq., the Director of
8 the Department of Industrial Relations of the State of California has determined the
9 general prevailing wages rates and employer payments for health and welfare pension,
10 vacation, travel time and subsistence pay as provided for in Section 1773.1,
11 apprenticeship or other training programs authorized by Section 3093, and similar
12 purposes applicable to the work to be done. Information pertaining to applicable
13 Prevailing Wage Rates may be found on the website for the State of California –
14 Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>.
15 Information pertaining to applicable prevailing wage rates for apprentices may be found
16 on the website for the State of California – Department of Industrial Relations:
17 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>. It shall be mandatory upon
18 the CONTRACTOR and upon any subcontractor to pay not less than the prevailing wage
19 rates, including overtime and holiday rates, to all workers, laborers, or mechanics
20 employed on this public work project, including those workers employed as apprentices.
21 Further, CONTRACTOR and each subcontractor shall comply with Labor Code sections
22 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-
23 mentioned prevailing wage rates shall be posted by CONTRACTOR at the job site where
24 it will be available to any interested party. CONTRACTOR shall comply with Labor Code
25 section 1775, and shall forfeit as a penalty to COUNTY Two Hundred Dollars (\$200.00)
26 for each calendar day or portions thereof, for each worker paid less than the prevailing
27 wage rates for the work or craft in which the worker is employed for any work done under
28 this project by CONTRACTOR or by any subcontractor under CONTRACTOR in violation

1 of Labor Code section 1770, et seq. In addition to the penalty, the difference between the
2 prevailing wage rates and amount paid to each worker for each calendar day or portion
3 thereof for which each worker was paid less than the prevailing wage rate shall be paid to
4 each worker by CONTRACTOR or subcontractors.

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

18 3. OBLIGATIONS OF COUNTY

19 A. COUNTY hereby appoints the Director, or his or her designee, as COUNTY's Contract
20 Administrator, with full authority to deal with CONTRACTOR in the administration of this
21 Agreement.

22 B. OTHER COUNTY OBLIGATIONS:

23 COUNTY's ISD staff will provide technical assistance to CONTRACTOR during the
24 installation of the System Software. In particular, COUNTY will provide network
25 connectivity and troubleshooting assistance; technical assistance concerning the
26 integration with existing COUNTY Systems, if applicable; and COUNTY shall provide all
27 information reasonably necessary for CONTRACTOR to properly complete services
28 requested in this Agreement.

1 4. TERM

2 The term of this Agreement shall be for a period of one (1) year, commencing on August
3 9, 2022. This Agreement may be extended for four (4) additional consecutive twelve (12) month
4 periods on an automatic basis, unless the Director or their designee gives written notification to
5 CONTRACTOR of nonrenewal no later than thirty (30) days prior to the first day of the next
6 twelve (12) month extension period.

7 5. TERMINATION

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

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

- 15 i. An illegal or improper use of funds;
16 ii. A failure to comply with any term of this Agreement;
17 iii. A substantially incorrect or incomplete report submitted to the COUNTY;
18 iv. Improperly performed service.

19 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
20 any breach of this Agreement or any default which may then exist on the part of the
21 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the
22 COUNTY with respect to the breach or default. The COUNTY shall have the right to
23 demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to
24 the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not
25 expended in accordance with the terms of this Agreement. The CONTRACTOR shall
26 promptly refund any such funds upon demand.

27 C. Without Cause – Under circumstances other than those set forth above, this Agreement
28 may be terminated by COUNTY by giving thirty (30) days advance written notice of an

1 intention to terminate to CONTRACTOR.

2 6. COMPENSATION/INVOICING

3 COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive
4 compensation for work performed by CONTRACTOR's staff at the rates described in Attachment
5 A, which is attached and incorporated by this reference. In no event shall compensation paid for
6 services in the first year of the Agreement exceed eight-hundred and fifty thousand dollars
7 (\$850,000). In no event shall compensation for the remaining term of the Agreement exceed
8 one hundred and fifty thousand dollars (\$150,000) during the potential five (5) year term of this
9 Agreement. In no event shall compensation for the total term of the Agreement exceed one million
10 dollars (\$1,000,000).

11 CONTRACTOR shall submit monthly invoices referencing the provided contract number via
12 email isdbusinessoffice@fresnocountyca.gov or mail, to the County of Fresno, Department of
13 Internal Services, Attention: Director of Internal Services/Chief Information Officer, 333 W. Pontiac
14 Way, Clovis, CA 93612. COUNTY shall pay CONTRACTOR within forty-five (45) days of receipt of
15 an approved invoice. All invoices shall include name of CONTRACTOR's employee(s), hours
16 worked, project name, hourly rate(s), overtime rate(s), date of invoice, and this Agreement number.
17 Invoices shall be made monthly based on a COUNTY-approved Schedule of Values. A Schedule of
18 Values is a detailed schedule apportioning the original project sum and all changes to the project
19 scope of work.

20 7. INDEPENDENT CONTRACTOR

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

1 terms and conditions thereof.

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

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

13 8. MODIFICATION

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

16 9. NON-ASSIGNMENT

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

19 10. HOLD HARMLESS

20 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
21 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses
22 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting
23 to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
24 officers, agents, or employees under this Agreement, and from any and all costs and expenses
25 (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting
26 to any person, firm, or corporation who may be injured or damaged by the performance, or
27 failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

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

1 11. INSURANCE

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

6 A. Commercial General Liability

7 Commercial General Liability Insurance with limits of not less than One Million Dollars
8 (\$1,000,000.00) per occurrence and an annual aggregate of Four Million Dollars
9 (\$4,000,000.00), with an Excess Liability Umbrella of Three Million Dollars (\$3,000, 000) per
10 occurrence and an annual aggregate of Three Million Dollars (\$3,000, 000). This policy shall
11 be issued on a per occurrence basis. COUNTY may require specific coverages including
12 completed operations, products liability, contractual liability, Explosion-Collapse-
13 Underground, fire legal liability or any other liability insurance deemed necessary because of
14 the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One Million
17 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage
18 should include any auto used in connection with this Agreement. The automobile liability
19 insurance certificate must state that the policy covers any auto used in connection with
20 this Agreement.

21 C. Professional Liability

22 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
23 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than
24 One Million Dollars (\$1,000,000.00) and no annual aggregate limit.

25 D. Worker's Compensation

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

28 E. Technology Professional Liability

1 Technology professional liability (errors and omissions) insurance with limits of not less than
2 One Million Dollars (\$1,000,000) per occurrence. Coverage must encompass all
3 of CONTRACTOR's obligations under this Agreement, including but not limited to claims
4 involving Cyber Risks.

5 F. Additional Requirements Relating to Insurance

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

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

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

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

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

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

14 12. AUDITS AND INSPECTIONS

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

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

23 13. NOTICES

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

26 COUNTY
27 COUNTY OF FRESNO
28 Director of Internal Services/CIO
333 W. Pontiac Way
Clovis, CA 93612

CONTRACTOR
American Alarm Co, Inc.
1671 Vineyard Drive
Antioch, CA 94509

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

14. GOVERNING LAW

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

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

15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing

1 transactions that they are a party to while CONTRACTOR is providing goods or performing
2 services under this agreement. A self-dealing transaction shall mean a transaction to which the
3 CONTRACTOR is a party and in which one or more of its directors has a material financial
4 interest. Members of the Board of Directors shall disclose any self-dealing transactions that they
5 are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached
6 hereto as Attachment B, and incorporated herein by reference, and submitting it to the COUNTY
7 prior to commencing with the self-dealing transaction or immediately thereafter.

8 16. CONSISTENT FEDERAL INCOME TAX POSITION:

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

25 17. ELECTRONIC SIGNATURE

26 The parties agree that this Agreement may be executed by electronic signature as provided
27 in this section. An "electronic signature" means any symbol or process intended by an individual
28 signing this Agreement to represent their signature, including but not limited to (1) a digital

1 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned
2 and transmitted (for example by PDF document) of a handwritten signature. Each electronic
3 signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original
4 handwritten signature of the person signing this Agreement for all purposes, including but not limited
5 to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and
6 effect as the valid original handwritten signature of that person. The provisions of this section satisfy
7 the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction
8 Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a
9 digital signature represents that it has undertaken and satisfied the requirements of Government
10 Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party
11 may rely upon that representation. This Agreement is not conditioned upon the parties conducting
12 the transactions under it by electronic means and either party may sign this Agreement with an
13 original handwritten signature.

14 18. ENTIRE AGREEMENT

15 This Agreement constitutes the entire agreement between the CONTRACTOR and
16 COUNTY with respect to the subject matter hereof, and supersedes all previous Agreement
17 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of
18 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.


3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONTRACTOR



David Miller, President

COUNTY OF FRESNO



Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

Authorized Signature

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

By: 

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1045
Subclass: 10000
ORG: 8935
Account: 7295, 7205

ATTACHMENT A - SCOPE OF WORK

Scope of Work includes the following. All work must adhere to the rates specified in Attachment A.

1. Demolition of Existing Equipment
 - Document existing controls and wiring.
 - Document any system field devices which are not operating properly. Prepare a quotation for remedial work to bring all devices in each control area to proper operating condition using the rates specified in Attachment A.
 - Remove the existing graphic panels, power supplies, intercom amplifiers and interface boards, and auxiliary devices and turn them over to the County. Existing paging amplifiers and door lock power supplies to remain as is unless requested by the COUNTY.
 - Leave existing desk-top cabinetry as-is. CONTRACTOR shall use the existing wire path for new wiring whenever possible, unless otherwise requested by COUNTY.
 - Agreement excludes general refurbishing of the workspace including demolition or upgrade of millwork, casework, cabinetry, carpeting, fixtures, handrails, etc.
2. Installation of New Equipment
 - Install new equipment and intercom system head end equipment on the existing equipment rack(s). Any additional modifications or changes to the type or source of the existing power shall be requested by COUNTY and shall be paid to CONTRACTOR using the rates in Attachment A.
 - Provide new UPS power supplies for the new CPUs and intercom controllers.
 - Provide and install a touch screen and intercom master station at the existing unit workstation. COUNTY may also request the installation of other related or similar equipment to the intercom master station. COUNTY shall pay CONTRACTOR per the rates in Attachment A. CONTRACTOR shall connect each device to the existing equipment cabinet unless otherwise directed by COUNTY.
 - Provide and install a stand-alone analog intercom station for communication with Central Control. CONTRACTOR shall also connect intercom to existing communication systems.
3. Installation of Security Control Equipment (within First Year of the Agreement shall include:
 - Install new Harding Digital Communication Controller and connect to current wiring for existing intercom substations. Existing intercom substations and wiring are standard 25/70v, 2 or 4 wire devices.
 - (16) ELO Touch 2415L Entuitive 24" Touchscreen Monitor
 - (16) Dell Computer Workstations
 - (16) Harding DCC S1000 Digital Communication Controller
 - (16) APC Smart-UPS power supply for Touch Screens
 - (16) Harding IP Desk top Intercom Master Station
 - (16) WonderWare HMI Software for Touch Screens
 - (16) Harding ICE – 322 2-Gang IC w/pushbottom and custom mount
4. System Programming and Commissioning
 - Provide new hardware touchscreen software for existing Omron PLC.

- Develop PLC control program and integrate PLCs with touch screens. Allocate new input and output PLC control points for door, intercom and auxiliary devices, developing touch screen controls rather than graphic panel I/O points, and integrate them with auxiliary controls as applicable. I/O modules which are no longer required will be removed and turned over to the facility.
- Download new PLC System software to PLCs and test all doors, intercoms and auxiliary devices for proper operation. Document system performance.

5. Other

CONTRACTOR shall provide COUNTY unlimited training throughout the term of this Agreement. This includes free phone support during and after system installation. The warranty on any demolition, installation, and system programming and commissioning is valid for one year.

- Remedial work to bring all devices in each control area to proper operating condition shall be at the rates specified in Attachment A.
- Any repair or replacement work to field devices and/or wiring shall also be at the rates specified in Attachment A.
- COUNTY shall request any additional related security system hardware, maintenance service agreements, and services throughout the term of the Agreement using the rate sheet specified in Attachment A.

6. Work Not Included

- All work associated with the video surveillance system is excluded except to maintain existing camera call-ups for any sub-system.
- Replace or refurbishing field devices or system wiring.

ATTACHMENT A - PRICING

Agreement between the County of Fresno and American Alarm Co., Inc.

Payment Terms

August 9, 2022 – August 8, 2027

1. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

A. COMPENSATION FOR SCHEDULED MAINTENANCE

- 1. Standard Scheduled Service: 7:00am to 4:00pm, Monday – Friday
 - a. Technician ----- \$ 108.93 / hour
 - b. Per Diem ----- \$ 225.00 / Tech / Day

- 2. Cost of Material and Equipment Rental
 - a. Replacement Parts ----- Cost plus 20%
 - b. Equipment Rental ----- Cost plus 20%

B. COMPENSATION FOR NON-SCHEDULED MAINTENANCE

- 2. Standard Non-Scheduled Service: 6:00am to 6:00pm, Monday – Friday, excluding holidays.
 - a. Technician ----- \$ 108.93 / hour
 - b. Software Programmer ----- \$ 195.00 / hour
 - c. Travel Charge per call ----- \$ 375.00 / Technician

- 2. Overtime Service: 6:00pm to 10:00pm, Monday – Friday, excluding holidays.
 - a. Technician ----- \$ 147.19 / hour
 - b. Software Programmer ----- \$ 260.00 / hour
 - c. Travel Charge per call ----- \$ 375.00 / Technician

- 3. Emergency Service: After hours, weekends, and holidays.
 - a. Technician ----- \$ 185.47 / hour
 - b. Software Programmer ----- \$ 292.50 / hour
 - c. Travel Charge per call ----- \$ 375.00 / Technician

- 4. Cost of Material and Equipment Rental
 - a. Replacement Parts ----- Cost plus 20%
 - b. Equipment Rental ----- Cost plus 20%

Warranty on parts and labor shall be 30 days unless manufacturer's warranty specifies otherwise.

Invoices shall be processed for payment upon completion of actual work authorized and performed, and upon approval by the authorized COUNTY personnel.

Attachment B

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 B

(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:	



Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

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

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

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

I. HOSTAGE SITUATION PROCEDURES

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

Subject: Hostage Situation
Policy #: 326.0

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

II. PARENTAL AND MEDIA INFORMATION

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

III. SECURITY AND OPERATIONAL REVIEW

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

Vendors, Volunteers and Student Interns

308.1 PURPOSE AND SCOPE

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

308.1.1 DEFINITIONS

Definitions related to this policy include:

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

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

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

308.2 POLICY

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

308.3 ELIGIBILITY

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

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

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

Vendors, Volunteers and Student Interns

308.4 RECRUITMENT, SELECTION, AND APPOINTMENT

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

308.4.1 RECRUITMENT

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

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

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

308.4.2 SELECTION

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

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

308.4.3 APPOINTMENT

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

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

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

308.5 IDENTIFICATION

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

Vendors, Volunteers and Student Interns

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

308.6 PERSONNEL WORKING AS STUDENT INTERNS

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

308.7 PERSONNEL UNIT

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

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

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

308.8 DUTIES AND RESPONSIBILITIES

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

308.8.1 COMPLIANCE

Vendors, volunteers and student interns shall be required to adhere to all Department policies and procedures. Policies and procedures are available on the Department website and will be made available to each vendor, volunteer, and student intern upon appointment. The vendor, volunteer

Vendors, Volunteers and Student Interns

and student intern shall become thoroughly familiar with these policies as directed by the Chief Probation Officer or the authorized designee.

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

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

308.9 TASK SPECIFIC TRAINING

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

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

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

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

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

308.9.1 STATE REQUIREMENTS

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

308.10 SUPERVISION

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

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

- (a) Take the time to introduce vendors, volunteers and student interns to members on all levels.

Vendors, Volunteers and Student Interns

- (b) Ensure vendors, volunteers and student interns have work space and necessary office supplies.
- (c) Make sure the work is challenging. Do not hesitate to give vendors, volunteers and student interns assignments or tasks that will utilize these valuable resources.
- (d) Ensure the work for student interns meets the needs of their educational program, while also meeting the needs of the Department.

308.10.1 EVALUATIONS

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

308.10.2 FITNESS FOR DUTY

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

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

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

308.11 INFORMATION ACCESS

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

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

Vendors, volunteers and student interns shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to newspapers or other periodicals, release or divulge any information concerning the activities of the Department, or

Vendors, Volunteers and Student Interns

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

308.11.1 RADIO AND DATABASE ACCESS USAGE

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

308.12 EQUIPMENT

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

308.13 TERMINATION OF SERVICES

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

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

308.14 ISSUED DATE

- 02/18/2022

THE PRISON RAPE ELIMINATION (PREA) ACT

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

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

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

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

BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

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

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

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

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

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

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

Identification (ID) Badges

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

1. ID badges will be given only after successfully completing the background investigation. ID badges will be issued when the photo is taken. If electronic access to any County facility is required, activation of the badge may take an additional 48 hours to complete.
2. The successful Bidder shall pay \$11.99 per individual badge by submitting one check covering the cost for all the Bidder's employees made payable to: County of Fresno, Security.
3. Costs for ID badges are established by County Auditor and fluctuate annually, therefore the cost of obtaining a new ID badge for a Bidder's new employee may not remain the same throughout the contract term.
4. The wearer will not escort or bring any other individuals into any County facilities. County issued ID badges are for the exclusive use of the individual named and pictured on the badge.
5. All ID badges will remain the property of the County and are returnable upon demand or upon the expiration of the contract. The successful Bidder will be responsible for collecting all ID badges issued and turning them in to the County Security Office when a contract ends or when an employee leaves employment. The Bidder will assume all responsibility for their employee's use of and the return of the County ID badges.
6. The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.