

**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is dated May 6, 2025 and is between Sunbelt Rentals, Inc., a North Carolina corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. The County has a need for equipment and tool rental services. Commonly rented equipment includes, but is not limited to: generators, light towers, scissor lifts, backhoes, loaders, and other materials-handling equipment, which the County uses for maintenance and repairs to County-maintained buildings and in support of County operations.

B. The Contractor was awarded Agreement #R200601 by the Region 4 Education Service Center, which has been made available by OMNIA Partners and is based upon the Contractor's response to the competitive bid Request for Proposal #20-06 ("RFP"). The Contractor was determined to be the most advantageous bidder based on their pricing and ability to provide the products and services outlined in the RFP.

C. The County previously entered into Purchasing Agreement No. P-24-178 ("Purchasing Agreement") with the Contractor for equipment and tool rental services, based on OMNIA Partners Agreement #R200601, for a total maximum compensation payable of \$199,000, effective June 11, 2024 through October 31, 2025.

D. The County and the Contractor now wish to amend, restate, replace, and supersede the Purchasing Agreement with this Agreement, subject to approval by the County's Board of Supervisors, solely for the purpose to increase available compensation to allow for continued equipment and tool rental services. There will be no change to the term and the Agreement will be retroactive to the Purchasing Agreement's effective date of June 11, 2024.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
4 Exhibit A to this Agreement, titled "Scope of Work" in accordance with the terms of this  
5 agreement and OMNIA Partners Agreement #R200601.

6 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
7 able to perform all of the services provided in this Agreement.

8 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
9 applicable federal, state, and local laws and regulations in the performance of its obligations  
10 under this Agreement, including but not limited to workers compensation, labor, and  
11 confidentiality laws and regulations.

12 1.4 **Confidentiality of Inmates/Wards/Patients/Clients Identity.** Some the work to be  
13 performed under this Agreement may occur in secured facilities or facilities that require  
14 confidentiality. The Contractor shall alert and inform its employees and agents that State law  
15 requires that the identities of inmates/wards/patients/clients be kept confidential. Revealing the  
16 identities of inmates/wards/patients/clients is punishable by law.

17 1.5 **Security.** Security is of great concern to the County. Failure to comply with the  
18 security requirements listed below will be considered a breach of contract, and may result in  
19 termination of this Agreement for default. The Contractor's personnel shall cooperate with all  
20 County security personnel at all times, and shall be subject to and conform to County security  
21 rules and regulations, including, but not limited to County security rules and procedures, as  
22 detailed in Exhibits E through I. Any violations or disregard of these rules may be cause for  
23 denial of access to County property. The background checks required, and policies listed below,  
24 may change throughout the life of this Agreement. It is the Contractor's responsibility to request  
25 updates from the County. All of the Contractor's employees, agents, and subcontractors must  
26 read the policies listed below. Please see the following Exhibits:

- 27 • Exhibit E – Fresno County Juvenile Justice Campus Policy Manual – Hostage  
28 Situations

- Exhibit F – Fresno County Probation Department – Vendors, Volunteers and Interns
- Exhibit G – Fresno County Sheriff's Office Jail Division Policy & Procedure – Hostage Situations
- Exhibit H – The Prison Rape Elimination Act
- Exhibit I – Background Investigations & Identification (ID) Badges

Security provisions will be strictly enforced. All parties who are required to deliver or retrieve equipment and tools at the site shall be limited to the area required to perform said service. Such access shall be obtained by notification to the Facility Services Manager, or his or her designee, of the time and place, prior to providing the service.

All keys used during work shall be numbered. Each key issued shall be recorded, and its prompt return shall be strictly enforced. Duplication of any keys issued is strictly prohibited. These keys shall be returned to the County's representative after successfully delivering or retrieving equipment and tools, when required.

Some of the services performed under this Agreement may be in secured facilities such as jails. Prior to delivering or retrieving equipment and tools, the Contractor, including all subcontractor and contractors, shall obtain security clearances for all employees that will be providing these services in these facilities.

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

Each work area subject to the Contractor's services shall be kept clean and in order during working hours and at the completion of the working day.

1 **Article 2**

2 **County's Responsibilities**

3 2.1 **County Representative.** The County shall provide a County representative to  
4 represent the County, who will work with the Contractor to carry out the Contractor's obligations  
5 under this Agreement.

6 The County representative for the County's General Services Department shall be the  
7 Facility Services Manager, and/or their designees. The County representative for the County's  
8 Public Works and Planning Department shall be the Director of Public Works and Planning,  
9 and/or their designees. The Contractor shall provide a contact person to the County  
10 Representative upon execution of this Agreement.

11 **Article 3**

12 **Compensation, Invoices, and Payments**

13 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
14 the performance of its services under this Agreement as described in Exhibit B to this  
15 Agreement, titled "Fee Schedule."

16 3.2 **Maximum Compensation.** The maximum compensation (Maximum Compensation)  
17 payable to the Contractor under this Agreement is \$750,000.

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

25 3.3 **Invoices.** The Contractor shall submit monthly invoices to either the County of  
26 Fresno, Facility Services, Attention: Facility Services Manager, 4590 E. Cesar Chavez  
27 Boulevard., Fresno, CA 93702, [ISDFacilitiesAP@fresnocountyca.gov](mailto:ISDFacilitiesAP@fresnocountyca.gov) or the County of Fresno,  
28 Public Works and Planning – Parks, Attention: Chris Bernal, 2220 Tulare Street, 6<sup>th</sup> Floor,

Fresno, CA 93721, [PWPBusinessOffice@fresnocountyca.gov](mailto:PWPBusinessOffice@fresnocountyca.gov). Each invoice shall reference this agreement number, the County's Facilities Asset Management Information System (FAMIS) work order number, the OMNIA agreement number, the date of service, arrival and departure time, address of serviced building, specific area where work was performed, description of services provided, number of service hours and hourly rates for services provided, the printed name of the County representative who authorized the work, and the name of the vendor and vendor technician that provided the service. The Contractor shall submit each invoice within 60 days after the month in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

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

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

#### **Article 4**

##### **Term of Agreement**

**4.1 Term.** This Agreement is effective on June 11, 2024 and terminates on October 31, 2025, except as provided in Article 6, "Termination and Suspension," below.

#### **Article 5**

##### **Notices**

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

**For the County:**

Director of General Services  
County of Fresno  
333 W. Pontiac Way  
Clovis, CA 93612  
[isdcontracts@fresnocountyca.gov](mailto:isdcontracts@fresnocountyca.gov)

**For the Contractor:**

Contract Manager  
Sunbelt Rentals, Inc.  
1799 Innovation Pt.

Fort Mill, SC 29715  
[contractteam@sunbeltrentals.com](mailto:contractteam@sunbeltrentals.com)

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

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

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

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

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is 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.

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

1 **Article 6**

2 **Termination and Suspension**

3 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
5 are not allocated, then the County, upon at least 30 days' advance written notice to the  
6 Contractor, may:

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

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

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

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

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

18 (1) Obtained or used funds illegally or improperly;

19 (2) Failed to comply with any material part of this Agreement;

20 (3) Submitted a substantially incorrect or incomplete report to the County; or

21 (4) Improperly performed any of its obligations under this Agreement.

22 6.3 **Termination without Cause.** In circumstances other than those set forth above, the  
23 County may terminate this Agreement by giving at least 30 days advance written notice to the  
24 Contractor.

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County  
26 under this Article 6 is without penalty to or further obligation of the County.

27 6.5 **County's Rights upon Termination.** Upon termination for breach under this Article  
28 6, the County may demand repayment by the Contractor of any monies disbursed to the

Contractor under this Agreement that, in the County's reasonable judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

## **Article 7**

### **Independent Contractor**

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

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

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

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

## **Article 8**

### **Indemnity and Defense**

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all third party claims, demands, injuries, damages, costs, expenses (including reasonable attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from Contractor's negligent act or omission in the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement.



1 The County may conduct or participate in its own defense without affecting the Contractor's  
2 obligation to indemnify and hold harmless or defend the County.

3 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

#### 4 **Article 9**

#### 5 **Insurance**

6 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
7 Agreement.

#### 8 **Article 10**

#### 9 **Inspections, Audits, and Public Records**

10 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
11 the County may examine at any time during business hours and as often as the County deems  
12 necessary, all of the Contractor's records and data with respect to the matters covered by this  
13 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
14 request by the County, permit the County to audit and inspect all of such records and data to  
15 ensure the Contractor's compliance with the terms of this Agreement.

16 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
17 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
18 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
19 years after final payment under this Agreement. This section survives the termination of this  
20 Agreement.

21 10.3 **Public Records.** The County is not limited in any manner with respect to its public  
22 disclosure of this Agreement or any record or data that the Contractor may provide to the  
23 County. The County's public disclosure of this Agreement or any record or data that the  
24 Contractor may provide to the County may include but is not limited to the following:

25 (A) The County may voluntarily, or upon request by any member of the public or  
26 governmental agency, disclose this Agreement to the public or such governmental  
27 agency.  
28

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

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

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

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

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

20 **10.4 Public Records Act Requests.** If the County receives a written or oral request  
21 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
22 and which the County has a right, under any provision of this Agreement or applicable law, to  
23 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
24 County, for purposes of public disclosure, the requested records that may be in the possession  
25 or control of the Contractor. Within five business days after the County's demand, the  
26 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
27 possession or control, together with a written statement that the Contractor, after conducting a  
28 diligent search, has produced all requested records that are in the Contractor's possession or

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

## 14 **Article 11**

### 15 **Disclosure of Self-Dealing Transactions**

16 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
17 or changes its status to operate as a corporation.

18 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
19 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
20 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
21 the County before commencing the transaction or immediately after.

22 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
23 a party and in which one or more of its directors, as an individual, has a material financial  
24 interest.

## 25 **Article 12**

### 26 **General Terms**

27 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
28 Agreement may not be modified, and no waiver is effective, except by written agreement signed

1 by both parties. The Contractor acknowledges that County employees have no authority to  
2 modify this Agreement except as expressly provided in this Agreement.

3 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
4 under this Agreement without the prior written consent of the other party.

5 12.3 **Governing Law.** The laws of the State of California govern all matters arising from  
6 or related to this Agreement.

7 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
8 County, California. The Contractor consents to California jurisdiction for actions arising from or  
9 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
10 brought and maintained in Fresno County.

11 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
12 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
13 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
14 against either party.

15 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

16 12.7 **Headings.** The headings and section titles in this Agreement are for convenience  
17 only and are not part of this Agreement.

18 12.8 **Severability.** If anything in this Agreement is found by a court of competent  
19 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
20 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
21 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
22 intent.

23 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
24 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
25 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
26 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
27 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
28 all applicable State of California and federal statutes and regulation.

1       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
2 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
3 performance of any continuing or other obligation of the Contractor and does not prohibit  
4 enforcement by the County of any obligation on any other occasion.

5       12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
6 between the Contractor and the County with respect to the subject matter of this Agreement,  
7 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
8 publications, and understandings of any nature unless those things are expressly included in  
9 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
10 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
11 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
12 exhibits.

13       12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
14 create any rights or obligations for any person or entity except for the parties.

15       12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

21       12.14 **Agent for Service of Process.** The Contractor represents to County that the  
22 Contractor's agent for service of process in California, and that such agent's address for  
23 receiving such service of process in California, which information the Contractor shall maintain  
24 with the office of the California Secretary of State, is as follows:

25                               **1505 Corporation C T Corporation System**

26                               330 N Brand Blvd Suite 700

27                               Glendale, CA 91203

28                               Los Angeles County

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

7 12.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
8 electronic signature as provided in this section.

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

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

19 (C) The provisions of this section satisfy the requirements of Civil Code section  
20 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
21 Part 2, Title 2.5, beginning with section 1633.1).

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

3  
4 SUNBELT RENTALS, INC.

COUNTY OF FRESNO

5 I. Zakh

Ernest Buddy Mendes

6 Irina Zakh, Contract Manager

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

7 1799 Innovation Pt.  
8 Fort Mill, SC 29715

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

10  
11 By: Hanama  
Deputy

12 For accounting use only:

13 Org No.: 8935, 7910  
14 Account No.: 7220  
15 Fund No.: 1045, 0001  
16 Subclass No.: 10000  
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## Exhibit A

### Scope of Work

- A. **Scope.** The Contractor shall perform all duties, responsibilities and obligations, set forth in the County Purchasing Agreement P-24-178, and based on OMNIA Partner's Agreement #R200601 as well as RFP #20-06, both located at <https://www.omniapartners.com/suppliers/sunbelt-rentals-inc/public-sector/contract-documents#contract-371>, incorporated herein by reference as though fully set forth herein.
- B. **Commencement of Work.** The Contractor is cautioned not to commence any services under this Agreement until the Contractor receives a FAMIS work order number for such work or is otherwise directed to do so in writing by the County.
- C. **Delivery.** Conforming products shall be shipped within 7 days of receipt of a purchase order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery from County. The order may be canceled if the estimated shipping time is not acceptable to County. All deliveries shall be freight prepaid, Freight On Board Destination and shall be included in all pricing offered, unless otherwise clearly stated in writing.
- D. **Discontinued Products.** If a product or model is discontinued by the manufacturer, the Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- E. **New Products/Services.** Subject to the Maximum Compensation amount as identified in Section 2.2 of the Agreement , new products that meet this Scope of Work may be added to the Agreement. Pricing shall be equivalent to the percentage discount for other products. The Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Agreement. No products and/or services may be added to avoid competitive procurement requirements. The County may require additions to be submitted with

## Exhibit A

documentation demonstrating an interest in, or a potential requirement for, the new product or service. The County may reject any additions without cause.

F. **Options.** Optional equipment for products under this Agreement may be added to the Agreement at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability. All additions are subject to the Agreement's Maximum Compensation.

G. **Warranty Conditions.** The rental equipment and tools provided will be warrantied for the duration of the rental.

H. **Site Cleanup.** The Contractor shall clean up and remove all debris and rubbish resulting from performance of the Contractor's services, as required or directed. Upon completion of these services, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

I. **Safety measures.** The Contractor shall take all reasonable precautions for the safety of employees on site and shall erect and properly maintain all necessary safeguards for protection of workers and the public. The Contractor shall post warning signs against all hazards created by delivering and retrieving equipment and tools as well as maintenance or repair to the rental equipment and tools. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

J. **Stored materials.** Upon prior written agreement between the Contractor and the County, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for delivery to the County at a later date. An inventory of the stored materials must be provided to the County prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. The Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of the County

## Exhibit A

and be separated from other materials. The County must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or off site, as necessary. Until final acceptance by the County, it shall be the Contractor's responsibility to protect all materials and equipment.

K. **Emergency orders.** County requests for assistance will be directed to the appropriate Contractor location for service. The Contractor understands that a quick response for emergency delivery or service calls is important and offers 24/7 emergency response. The Contractor shall maintain a fleet of disaster response trailers, equipped with various equipment, that are strategically placed throughout the United States for optimal coverage and efficiency prior to hurricanes or other disasters landing. In addition, the Contractor shall have a business continuity plan that covers the functions of its support office and system-critical operations.

1. After-hours calls, off-hours, nights, weekends, holidays and off-hour repairs, can be made to the Contractor's Customer Service line at 888-880-2877. A local Contractor team member shall make every effort to respond to the County's after-hours call verbally, by email, or text message within one hour, but if that response takes 2 hours or more, one day's rental for equipment piece requiring repair is free. In the event of an after-hours emergency resulting in the opening of the Contractor's location, an opening fee of \$250.00 will be charged per location.

L. **Delivery timeline.** The Contractor shall have on-time delivery within an hour of the quoted delivery time. If a delivery truck is running behind schedule, the Contractor's dispatcher shall be responsible to notify the County and let the County know the new expected delivery time.

M. **Return and restocking.** When equipment is ready for a pickup, a Pickup Checklist shall be used to capture all necessary information from the County. The Contractor shall verify with the County's job site Point-of-Contact and specific asset location. The Contractor shall schedule pick-ups for the next day in order to accommodate the County's site logistics and planning the Contractor's routing plan and issue the County a call off

## Exhibit A

number (Call Off Number), the Contractor's numerical confirmation that a rental has ended and the unit is scheduled for pickup with no additional charges accruing. .

N. **Service and warranty needs.** The Contractor shall provide 24/7 Customer Service coverage in addition to a Key Account Service Team and Account Managers to provide ongoing rental equipment and tool services. The Contractor's Account Managers will work with the County to determine the most effective and efficient ways to provide rental equipment and tools to optimize the Count's work flow.

O. **Service/problem resolution process.** The Contractor shall provide reliable, high quality rental equipment and tools, as scheduled, to any County location requested. The Contractor shall provide service on this equipment as needed, repairing or replacing any downed equipment promptly so the County's workflow will not be impeded.

## Exhibit B

### Fee Schedule

Cat-Class	Description	Day	Week	Month
9_70	56KW DIESEL GENERATOR	\$345.00	\$925.00	\$2,115.00
9_40	36KW DIESEL GENERATOR	\$250.90	\$664.85	\$1,564.69
9_30	20KW DIESEL GENERATOR	\$175.00	\$483.12	\$1,068.63
9_100	100KW DIESEL GENERATOR	\$445.00	\$995.00	\$2,800.00
7_29	30-33' ELECTRIC SCISSOR NARROW	\$225.00	\$565.00	\$1,120.00
7_28	30-33' ELECTRIC SCISSOR	\$210.00	\$507.00	\$995.00
7_25	19' ELECT SCISSORLIFT	\$145.00	\$250.00	\$435.00
7_16	40-44' ELECT SCISSOR NARROW	\$315.00	\$775.00	\$1,735.00
7_11	25-26' ELECT SCISSOR NARROW	\$165.00	\$315.00	\$615.00
64_220	PLATE TAMPER 200LB CLASS 19.5" WIDE	\$95.00	\$250.00	\$600.00
6_1	SPIDER BOX TPB50P	\$75.00	\$205.00	\$725.00
58_855	120' STR MANLIFT W/JIB	\$1,300.00	\$3,500.00	\$8,250.00
58_822	80' STR MANLIFT	\$675.00	\$1,656.00	\$3,970.00
58_823	80' STR MANLIFT W/JIB	\$715.00	\$1,762.00	\$4,075.00
58_803	80' ART MANLIFT W/JIB	\$713.32	\$1,775.00	\$4,048.69
58_626	60' STR MANLIFT W/JIB	\$460.00	\$1,205.00	\$2,650.00
58_624	60' STR MANLIFT	\$440.00	\$1,125.00	\$2,500.00
58_607	60' ART MANLIFT W/JIB	\$400.00	\$1,195.00	\$2,715.00
58_49	50' TOWABLE ART MANLIFT	\$355.00	\$875.00	\$2,300.00
58_455	45' ART MANLIFT	\$288.00	\$740.00	\$1,584.00
58_457	45' ART MANLIFT W/JIB	\$300.00	\$785.00	\$1,650.00
58_45	34' TOWABLE ART MANLIFT	\$327.95	\$745.00	\$1,950.45
58_440	45' ART ELECT MANLIFT JIB	\$345.00	\$930.00	\$2,200.00
58_435	40' ART ELECT MANLIFT NARROW JIB	\$341.00	\$915.00	\$2,150.00
58_426	40' STR MANLIFT W/JIB	\$340.00	\$785.00	\$1,850.00
58_424	40' STR MANLIFT	\$285.00	\$705.00	\$1,625.00
58_343	34' ART MANLIFT	\$330.73	\$819.60	\$1,825.00
58_301	30' ART ELEC MANLIFT NARROW ROTAJIB	\$325.00	\$785.00	\$1,798.00
56_620	10K 55' SHOOTING BOOM FORKLIFT	\$635.00	\$1,600.00	\$3,300.00
56_330	6K-7K 42' SHOOTING BOOM FORKLIFT	\$389.03	\$975.00	\$2,250.00
56_230	5500LB 19' SHOOTING BOOM FORKLIFT	\$335.00	\$850.00	\$2,100.00
55_235	5000LB IND FORKLIFT LOW MAST DF	\$205.00	\$585.00	\$1,310.00
55_220	5000LB IND FORKLIFT DF	\$187.62	\$537.56	\$1,147.42
53_230	4WD STANDARD BACKHOE CANOPY	\$315.00	\$865.00	\$1,105.00
49_6	SKIDSTEER / MINI EX AUGER ATTACHMENT	\$111.87	\$278.20	\$754.40

## Exhibit B

48_510	1500-2100LB TRACK SKIDSTEER	\$265.00	\$804.80	\$2,016.35
48_400	1500-2000LB SKIDSTEER	\$235.00	\$750.00	\$1,425.00
43_230	3" GAS TRASH PUMP	\$75.00	\$190.00	\$470.00
41_163	6X6X11 SOLIDS VAC 74HP QF CONTR PUMP	\$300.00	\$875.00	\$3,295.00
40_45	LITTER VACUUM RIDE-ON - OUTDOOR	\$445.00	\$1,465.00	\$2,850.00
40_35	SWEEPER MID-SIZED RIDE-ON LP	\$395.00	\$1,440.00	\$2,520.00
40_31	SWEEPER COMPACT RIDE-ON BATTERY	\$265.00	\$745.00	\$1,600.00
40_230	SWEEPER/SCRUBBER INDUSTRIAL RIDE-ON LPG	\$610.00	\$2,000.00	\$4,240.00
40_220	SCRUBBER INDUSTRIAL RIDE-ON LPG	\$555.00	\$1,780.00	\$4,040.00
40_200	SCRUBBER MICRO RIDE-ON BATTERY	\$255.00	\$835.00	\$1,810.00
40_118	SCRUBBER W/B MIDSIZE 28"	\$190.00	\$580.00	\$1,235.00
40_115	SCRUBBER W/B 28" PATH BATTERY	\$225.00	\$575.00	\$1,650.00
40_110	SCRUBBER W/B 20" PATH BATTERY	\$155.00	\$480.00	\$900.00
39_60	12" CHIPPER	\$457.03	\$1,139.28	\$2,856.42
37_85	36" TRACK TRENCHER WALK BEHIND	\$255.00	\$695.00	\$1,782.48
37_80	24" TRACK TRENCHER WALK BEHIND	\$255.00	\$515.00	\$1,625.00
35_140	7,500LB MINI EXCAVATOR	\$305.00	\$775.00	\$1,655.00
35_130	6,000LB MINI EXCAVATOR	\$243.65	\$670.67	\$1,605.37
35_120	3,500LB MINI EXCAVATOR	\$270.00	\$725.00	\$1,675.00
32_220	CONCRETE PLANER 8" GAS/PROP	\$265.00	\$665.84	\$1,716.66
24_1102	12'DECK SINGLE AXLE TILT TRAILER <10K#	\$50.00	\$165.00	\$425.00
22_140	47" DOUBLE DRUM RIDE-ON ROLLER DIESEL	\$265.00	\$760.00	\$1,875.00
22_120	36" DOUBLE DRUM RIDE-ON ROLLER	\$245.00	\$725.00	\$1,650.00
20_50	14" GAS CUTOFF SAW	\$85.00	\$195.00	\$540.00
18_5	TRENCH ROLLER W/ REMOTE	\$299.33	\$795.00	\$1,810.00
155_67	50' #2 BANDED 5-WIRE	\$15.67	\$47.03	\$141.79
155_245	CABLE RAMPS	\$10.00	\$35.00	\$75.00
155_100	4/0 CAMLOCK CABLE 50'	\$26.41	\$53.10	\$125.00
152_3310	6X20 ORANGE/CLEAR SUC BAUER HOSE	\$34.21	\$79.89	\$225.00
150_800	50' SPIDERBOX CABLE 6/4	\$35.10	\$108.61	\$320.00
150_25	3/4" X 50' AIR COMPRESSOR HOSE	\$13.25	\$25.47	\$52.38
120_120	65LB CLASS DEMOLITION HAMMER	\$117.42	\$309.50	\$745.09
12_410	4000W NARROW HORIZONTAL MAST LIGHT TOWER	\$102.00	\$233.64	\$515.41
109_1270	70 TON SCROLL CHILLER	\$675.00	\$2,045.00	\$5,725.00
109_1005	10 TON SCROLL CHILLER	\$335.00	\$1,001.66	\$3,020.16
108_245	40 TON AIR CONDITIONER NON-XP NEMA 4	\$575.00	\$1,350.00	\$4,950.00
108_230	25 TON AIR CONDITIONER W/HEATER 480V 3PH	\$550.00	\$1,400.00	\$3,885.00
108_216	12 TON AIR CONDITIONER W/HEATER 208V 3PH	\$485.00	\$1,150.00	\$2,450.00

## Exhibit B

107_2018	1T PORTABLE HEAT PUMP/AC/DEHU	\$205.73	\$400.00	\$1,700.00
107_112	1.25T CLASSIC PORTABLE AC/DEHU	\$195.00	\$345.00	\$1,154.50
107_105	1T OFFICE PORTABLE AC/DEHU 110V	\$210.00	\$395.00	\$1,318.20
10_540	30KW ELECTRIC HEATER 480V 3PH	\$195.00	\$285.00	\$859.72
10_535	15KW ELECTRIC HEATER 480V 3PH	\$195.00	\$285.00	\$859.72
1_30	185CFM 125PSI DIESEL AIR COMPRESSOR	\$101.97	\$258.39	\$621.88
All other Items/Cat- Classes	Sunbelt Catalog or <a href="http://www.SunbeltRentals.com">www.SunbeltRentals.com</a>	5% Off Book Rate	10% Off Book Rate	15% Off Book Rate

Additional billable services can include any non-prepaid freight and Contractor location opening-fees, which will be agreed upon by the County prior to equipment and tools being delivered. These will be invoiced on an as-needed basis depending on the situation or equipment being rented and are subject to the Maximum Compensation amount.

## **Exhibit C**

### **Self-Dealing Transaction Disclosure Form**

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

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

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

#### **Instructions**

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

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



## Exhibit C

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

# Exhibit D

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

The Contractor may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
  - (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

## Exhibit D

- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (E) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (F) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.



**Subject: Hostage Situations**  
**Policy Number: 326.0**  
**Page: 1 of 2**  
**Date Originated: April 1, 2004**  
**Date Revised: February 1, 2008**  
**Authority: Title 15; Section 1327;**  
**California Code of Regulations**

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

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

## **I. HOSTAGE SITUATION PROCEDURES**

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

## Exhibit E

### **Subject: Hostage Situation Policy #: 326.0**

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Director in his/her absence and confer with higher authority as to action to be taken. Administration in turn will notify the Chief.

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

## **II. PARENTAL AND MEDIA INFORMATION**

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

**Subject: Hostage  
Situation Policy #: 326.0**

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policy.

**III. SECURITY AND OPERATIONAL REVIEW**

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

## Fresno County Probation Department

### *Vendors, Volunteers and Student Interns*

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# Vendors, Volunteers and Student Interns

## 308.1 PURPOSE AND SCOPE

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

### 308.1.1 DEFINITIONS

Definitions related to this policy include:

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

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

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

## 308.2 POLICY

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

## 308.3 ELIGIBILITY

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

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

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

## Fresno County Probation Department

### *Vendors, Volunteers and Student Interns*

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#### **308.4 RECRUITMENT, SELECTION, AND APPOINTMENT**

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

##### **308.4.1 RECRUITMENT**

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

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

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

##### **308.4.2 SELECTION**

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

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

##### **308.4.3 APPOINTMENT**

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

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

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

#### **308.5 IDENTIFICATION**

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



## Fresno County Probation Department

### *Vendors, Volunteers and Student Interns*

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

#### **308.6 PERSONNEL WORKING AS STUDENT INTERNS**

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

#### **308.7 PERSONNEL UNIT**

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

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

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

#### **308.8 DUTIES AND RESPONSIBILITIES**

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

##### **308.8.1 COMPLIANCE**

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

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

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

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

#### **308.9 TASK SPECIFIC TRAINING**

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

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

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

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

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

##### **308.9.1 STATE REQUIREMENTS**

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

#### **308.10 SUPERVISION**

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

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

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

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

#### 308.10.1 EVALUATIONS

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

#### 308.10.2 FITNESS FOR DUTY

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

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

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

#### 308.11 INFORMATION ACCESS

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

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

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

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

#### 308.11.1 RADIO AND DATABASE ACCESS USAGE

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

#### **308.12 EQUIPMENT**

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

#### **308.13 TERMINATION OF SERVICES**

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

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

#### **308.14 ISSUED DATE**

- 02/18/2022

Exhibit G

FRESNO COUNTY SHERIFF'S OFFICE  
JAIL DIVISION POLICIES AND PROCEDURES

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TITLE: HOSTAGE SITUATIONS  
FILE: HOSTAGE

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NO: B-130

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

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PURPOSE:

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

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POLICY:

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

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

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

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PROCEDURES:

I. DEFINITION

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

II. NOTIFICATIONS. CONTAINMENT AND CONTROL OF THE SITUATION

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

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dispatch a detective to the scene for the crime report.

III. DURING NEGOTIATIONS

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

IV. HOSTAGE SURVIVAL STRATEGIES

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

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

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



## **THE PRISON RAPE ELIMINATION (PREA) ACT**

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

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

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

## **BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES**

### Background Investigations

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

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

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

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

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

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

## **Exhibit I**

### **Identification (ID) Badges**

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

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

The ID badges will only be issued to individuals passing the Background check. Each individual will need to present themselves in person with a valid, clean, and legible copy of a Driver's license or State issued Identification Card to receive an ID badge.