

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 ADT Commercial LLC, dba Everon, a Colorado Limited Liability Corporation ("Contractor"), and
4 the County of Fresno, a political subdivision of the State of California ("County").

5 **Recitals**

6 A. The County has a need for fire and intrusion alarm system maintenance, repair,
7 inspection, and monitoring services for County facilities.

8 B. The County's Purchasing manual allows the County to utilize contracts that have been
9 competitively bid by other government agencies and cooperative purchasing groups, including
10 OMNIA Partners.

11 C. The County is able to obtain preferential pricing through OMNIA Partners.

12 D. The Contractor was awarded Agreement #R220701 by Region 4 Education Service
13 Center (ESC) in Texas, which has is made available by OMNIA Partners and is based upon the
14 Contractor's response to the competitive bid to #22-07. The Contractor was the lowest
15 responsive, responsible and qualified bidder based on the requirements issued in the bid.

16 E. The Contractor agrees to provide pricing to the County equivalent or better to the pricing
17 offered under the OMNIA Partner's contract.

18 F. The County desires to utilize the Contractor's services and pricing, and believes it is in
19 the best interest of the County to contract for necessary fire and intrusion alarm maintenance,
20 repair, inspection and monitoring services.

21 The parties therefore agree as follows:

22 **Article 1**

23 **Contractor's Services**

24 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
25 Exhibit A to this Agreement, titled "Scope of Services."

26 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
27 able to perform all of the services provided in this Agreement.
28

1 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
2 applicable federal, state, and local laws and regulations in the performance of its obligations
3 under this Agreement, including but not limited to workers compensation, labor, and
4 confidentiality laws and regulations.

5 1.4 **Confidentiality of Inmates/Wards/Patients/Clients Identity.** Some of the Work to
6 be performed under this Agreement may occur in secured facilities or facilities that require
7 confidentiality. The Contractor shall alert and inform its employees and agents that State law
8 requires that the identities of inmates/wards/patients/clients be kept confidential. Revealing the
9 identities of inmates/wards/patients/clients is punishable by law.

10 1.5 **Confidentiality.** All services performed by the Contractor shall be in strict
11 conformance with all applicable Federal, State of California, and/or local laws and regulations
12 relating to confidentiality, including but not limited to, California Civil Code, California Welfare
13 and Institutions Code, California Health and Safety Code, California Code of Regulations, and
14 the Code of Federal Regulations.

15 (A) The Contractor shall submit to the County's monitoring of said compliance. The
16 Contractor may be a business associate of the County, as that term is defined in the "Privacy
17 Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a
18 HIPAA Business Associate, the Contractor may use or disclose protected health information
19 ("PHI") to perform functions, activities or services for or on behalf of the County as specified by
20 the County, provided that such use or disclosure shall not violate HIPAA and its implementing
21 regulations. The uses and disclosures if PHI may not be more expansive than those applicable
22 to the County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for
23 management, administrative, or legal responsibilities of the Business Associate.

24 (B) The Contractor shall not use or further disclose PHI other than as permitted or
25 required by the County, or as required by law without written notice to the County. The
26 Contractor shall ensure that any agent, including any subcontractor, to which the Contractor
27 provides PHI received from, or created or received by the Contractor on behalf of the County,
28 shall comply with the same restrictions and conditions with respect to such information.

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

- Exhibit D – Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities – No Hostage Policy.
- Exhibit E – The Prison Rape Elimination Act
- Exhibit F – Background Investigations & Identification (ID) Badges
- Exhibit G – Probation Juvenile Detention Facilities – No Hostage Policy
- Exhibit H – Probation Juvenile Detention Facilities – Campus Manual

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

(B) All keys used during construction 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 at the end of each working day, when required.

(C) Some of the Projects to be done under this Agreement may be in secured facilities such as jails. Prior to commencement of Work, the Contractor, including all subcontractor and contractors, shall obtain security clearances for all employees that will be working or making deliveries to the sites.

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

6 (E) Each Work area shall be kept clean and in order both during working hours and at
7 the completion of the working day.

8 1.7 **Monitoring Services.** The Contractor shall provide monitoring services as described
9 in Exhibit I, "Monitoring Terms," to this Agreement.

10 **Article 2**

11 **County's Responsibilities**

12 2.1 **County Representative.** The County shall provide a County representative to
13 represent the County, who will work with the Contractor to carry out the Contractor's obligations
14 under this Agreement. The County representative will be the County's Facility Services
15 Manager, and/or their designees. The Contractor shall provide a contact person to the County
16 Representative upon execution of this Agreement.

17 2.2 **Modifications of Services.** The Director of Internal Services/Chief Information
18 Officer (Director) or his or her designee reserves the right at any time during the term of this
19 Agreement to add and remove building locations from those listed in Exhibit A. The Director also
20 reserves the right to modify services at any time during the Agreement term to locations
21 involved in this Agreement. The Contractor understands that any additions and removals of
22 locations will affect the compensation paid, however, no additions or removals of locations will
23 cause the maximum compensation amount, pursuant to Article 3 of this Agreement, to be
24 exceeded.

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
4 the performance of its services under this Agreement as described in Exhibit A to this
5 Agreement.

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
7 under this Agreement is \$2,350,000 for the initial three-year term of this Agreement. In the event
8 this Agreement is extended for the first optional one-year extension ("Year 4"), the total
9 compensation payable to the Contractor under this Agreement is \$2,710,000. In the event this
10 Agreement is extended for the second optional one-year extension ("Year 5"), the total
11 compensation payable to the Contractor under this Agreement is \$3,070,000. In the event the
12 total maximum compensation amount in the Initial Term and/or Years 4 or 5, is not fully
13 expended, the remaining unspent funding amounts shall roll over to each subsequent term's
14 established maximum compensation.

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

22 3.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided
23 agreement number to the County of Fresno, Facility Services, Attention: Manager, 4590 E.
24 Kings Canyon Road, Fresno, CA 93702, ISDFacilitiesAP@fresnocountyca.gov. Each invoice
25 shall reference this agreement number, the FAMIS (the County's computerized maintenance
26 management system) work order number, the OMNIA Partners contract number, the date of
27 service, arrival and departure time, address of serviced building, specific area where work was
28 performed, description of services provided, number of service hours and hourly rates for

services provided, materials used and cost of materials, notice that warranty of any new material installed was provided, the printed name of the County representative who authorized the work, and the name of the vendor and vendor technician that provided the service. The Contractor shall submit each invoice within 60 days after the month in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

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

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

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective the date that the parties sign this Agreement (“Effective Date”) and terminates on three years from the Effective Date (“Initial Term”), except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of Internal Services/Chief Information Officer or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

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 Internal Services/Chief Information Officer
County of Fresno
333 W. Pontiac Way
Clovis, CA 93612
isdcontracts@fresnocountyca.gov

For the Contractor:

Jarrold Henderson
ADT Commercial LLC
4741 W. Shaw Ave., Suite 107
JarrodHenderson@everonsolutions.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).

Article 6

Termination and Suspension

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

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

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

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

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

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

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

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

6.5 County's Rights upon Termination. Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole 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 claims, demands,

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

7 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

8 **Article 9**

9 **Insurance**

10 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
11 Agreement.

12 **Article 10**

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

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

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

25 10.3 **Public Records.** The County is not limited in any manner with respect to its public
26 disclosure of this Agreement or any record or data that the Contractor may provide to the
27 County. The County's public disclosure of this Agreement or any record or data that the
28 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

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

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

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

Article 11

Disclosure of Self-Dealing Transactions

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

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

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

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Contractor acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. The Contractor consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either party.

19 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

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

27 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed, color, national origin, ancestry, physical disability,
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender
3 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
4 all applicable State of California and federal statutes and regulation.

5 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
6 of the Contractor under this Agreement on any one or more occasions is not a waiver of
7 performance of any continuing or other obligation of the Contractor and does not prohibit
8 enforcement by the County of any obligation on any other occasion.

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

17 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
18 create any rights or obligations for any person or entity except for the parties.

19 12.13 **Agent for Service of Process.** The Contractor represents to the County that the
20 Contractor's agent for service of process in California, and that such agent's address for
21 receiving such service of process in California, which information the Contractor shall maintain
22 with the office of the California Secretary of State, is as follows:

23 **1505 Corporation**

24 C T Corporation System

25 330 N Brand Blvd

26 Glendale, CA 91203

27 The Contractor further represents to the County that if the Contractor changes its agent for
28 service of process in California, or the Contractor's agent for service of process in California

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

5 **12.14 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

11 **12.15 Electronic Signatures.** The parties agree that this Agreement may be executed by
12 electronic signature as provided in this section.

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

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

23 (C) The provisions of this section satisfy the requirements of Civil Code section
24 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
25 Part 2, Title 2.5, beginning with section 1633.1).

26 (D) Each party using a digital signature represents that it has undertaken and
27 satisfied the requirements of Government Code section 16.5, subdivision (a),
28

1 paragraphs (1) through (5), and agrees that each other party may rely upon that
2 representation.

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

6 12.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
7 original, and all of which together constitute this Agreement.

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

2 ADT Commercial, LLC, dba EVERON

COUNTY OF FRESNO

3
4 Brian Willis

Brian Willis (Jun 6, 2024 16:52 EDT)

5 Brian Willis, General Manager & Vice
6 President

7 3164 Gold Camp Drive, Suite 200
8 Rancho Cordova, CA 95670

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

Attest:

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

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 8935
13 Account No.: 7220
14 Fund No.: 1045
15 Subclass No.: 10000
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Exhibit A – Scope of Work

Phase 1, Monitoring Takeover:

The Contractor shall take over monitoring of the fire and intrusion alarm systems at the County locations listed in this Agreement, including maintaining and holding of the communication path for the systems as well as providing monitoring and web portal services.

The Contractor shall provide a cell communicator for each alarm system at each County site. The Contractor shall install the cell communicators at the location of the alarm panel and connect to it for communication. Depending on building size and the panel location, an auxiliary antenna kit may be added to the equipment list. The Contractor shall install the auxiliary antenna kits at a location that is determined to provide necessary signal strength for the communicator.

For systems indicating performance issues, communicator installation provided by the Contractor shall include troubleshooting problems, making minor adjustments, and replacing a single defective device, if needed. The total labor for the Contractor to address issues shall not exceed two hours. If needed, these activities are covered in the “not to exceed” cost estimation indicated in this Exhibit A and shall be invoiced as a separate change order.

Should the Contractor identify existing systems needing more corrective measures, work will be provided as outlined below in Additional Costs.

The Contractor shall provide communicator programming and shall test 10% of the County’s fire system devices with the Contractor’s monitoring station to meet code requirements. Fire alarm systems with installed Telguard or Honeywell cellular communicators will have similar models installed to stay with “like for like” replacements that will not involve eventual plan review and permit procedures for those locations. All other cell communicators installed will be Starlink models manufactured by Napco.

System arming and disarming schedules and codes for site intrusion alarm systems will not be impacted by the installation of the cell communicators.

For systems with aging batteries, replacement batteries for the alarm panel are included, as well as backup batteries for the cell communicators.

Contractor monthly fees will cover the Contractor’s monitoring services and customer web portal services plus the data plan for the cell communicators. No land phone lines will be needed as a communication path for the systems.

Inclusions/Exclusions:

The Contractor shall install and program the provided cellular communicator to ensure that panel communication with the monitoring station is active and functioning. Should the Contractor find issues with system performance during this system testing, the Contractor shall share these findings and recommendations for remedy with the County. The Contractor shall identify and propose

Exhibit A

any additional work to be done or equipment needed at an additional cost as a separate project, as agreed upon by the County and the Contractor.

Upon completion of the cell communicator installation and activation of monitoring with the Contractor, if a system has some minor issues (e.g., loose connections for some devices) the Contractor shall troubleshoot and remedy such situations, not to exceed an additional two hours of labor for the fix.

The Contractor shall be responsible for the generation of system plans and submittal packages for fire alarm systems. In the case of fire alarm systems, the generation of such plans and packages for plan reviews may be needed for some sites (the additional costs are identified as Additional Costs in Table 1.2 of this Exhibit A). These submittals may be deferred by the Authorities having Jurisdiction (AHJ) (e.g., Fresno Fire, CAL-Fire, Nor-Cal Fire, etc.) to allow for more immediate takeover of system monitoring.

Work for this project will be done during normal business hours (8am – 4:30pm), Monday through Friday, County Holidays excepted.

The County shall provide floor plans for the various sites for permit process drawings. The County shall also assist in identifying individual room use on these drawings with terms such as “office,” “conference,” “storage,” “rest room,” “electrical,” “mechanical,” etc.

The County shall provide the Contractor any lockout codes by the current vendor or service supplier, or have them removed, so that the Contractor’s techs have access to program the panel to connect to the Contractor’s monitoring station.

The Contractor shall not be responsible for any work involving asbestos, or lead disturbance and abatement.

Additional Costs:

The Contractor shall perform additional work at 26 locations where plans and permits, and/or a smoke detector, will be part of converting the communication path for the fire alarm systems. This may be required at the initial installation of the cell communicator, or it may follow the monitoring turnover, depending on the decision of the local fire jurisdiction.

The Contractor shall provide individual proposals for any system repairs identified. Any and all additional work must be approved by the Facility Services Manager prior to work commencing.

Table 1.1 – Monitoring Takeover Costs for All Locations

Description	Address	City	Zip	System (burglar/fire)	Job Total	Not to Exceed	Monitoring
H.A.W.C Building 658	1925 E. Dakota Ave	Fresno	93726	Fire	\$ 3,233.50	\$ 3,633.50	\$ 47.00
Mod E Building 335	4447 E. Kings Canyon	Fresno	93702	Burglar	\$ 1,178.05	\$ 1,578.05	\$ 42.00

Exhibit A

Description	Address	City	Zip	System (burglar/fire)	Job Total	Not to Exceed	Monitoring
Mod E Building 335	4447 E. Kings Canyon	Fresno	93702	Fire	\$ 1,118.28	\$ 1,518.28	\$ 47.00
Psychiatric Health Facility Building 319	4411 E. Kings Canyon	Fresno	93750	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Modular D Building 343	4452 E. Kings Canyon	Fresno	93702	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Huntington Building 331	4460 E. Huntington	Fresno	93702	Fire	\$ 1,118.28	\$ 1,518.28	\$ 47.00
Huntington Building 331	4460 E. Huntington	Fresno	93702	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Intake Annex Building 341	4468 E. Kings Canyon	Fresno	93702	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Modular - C (Youth Counseling) Building 334	4445 E. Inyo	Fresno	93702	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Main Mental Health Building 317	4441 E. Kings Canyon	Fresno	93702	Fire	\$ 1,240.18	\$ 1,640.18	\$ 47.00
Main Mental Health Building 317	4441 E. Kings Canyon	Fresno	93702	Burglar	\$ 1,219.47	\$ 1,619.47	\$ 42.00
DBH Intake Building 340	4468 E. Kings Canyon	Fresno	93702	Fire	\$ 1,240.18	\$ 1,640.18	\$ 47.00
E&A Intake Building 340	4468 E. Kings Canyon	Fresno	93702	Burglar	\$ 1,240.18	\$ 1,640.18	\$ 42.00
Behavioral Health Building 632	5555 E. Olive Ave.	Fresno	93727	Fire	\$ 3,130.48	\$ 3,530.48	\$ 47.00
EMS - Dispatch Building 435	4555 E. Hamilton Ave	Fresno	93702	Fire	\$ 1,281.07	\$ 1,681.07	\$ 47.00
Health Dept Lab Building 437	4525 E. Hamilton Ave	Fresno	93702	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Health Dept Lab Building 437 2 nd Floor	4525 E. Hamilton Ave	Fresno	93702	Fire	\$ 1,427.07	\$ 1,827.07	\$ 47.00
Weights & Measures - Building 415	4535 E. Hamilton Av	Fresno	93702	Fire	\$ 1,447.78	\$ 1,847.78	\$ 47.00
Weights & Measures - Building 415	4535 E. Hamilton Ave	Fresno	93702	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Fleet Services Building 420	4551 E. Hamilton Ave	Fresno	93702	Fire	\$ 1,427.07	\$ 1,827.07	\$ 47.00
Fleet Services Building 420	4551 E. Hamilton Ave	Fresno	93702	Burglar	\$ 1,178.05	\$ 1,578.05	\$ 42.00
Behavioral Health Building 633	5520 E. Hedges Ave	Fresno	93727	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Crocker Building 864	2135 Fresno St	Fresno	93721	Fire	\$ 2,351.78	\$ 2,751.78	\$ 47.00
Brix/Mercer Building Buildings 611 & 612	1221 Fulton Mall	Fresno	93721	Fire	\$ 1,953.05	\$ 2,353.05	\$ 47.00
Brix/Mercer Building Buildings 611 & 612	1221 Fulton Mall	Fresno	93721	Burglar	\$ 1,178.05	\$ 1,578.05	\$ 42.00
Retirement Association Building 1844	7772 N. Palm Ave	Fresno	93711	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Retirement Association Building 1844	7772 N. Palm Ave	Fresno	93711	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Retirement Association Building 1844	7778 N. Palm Ave	Fresno	93650	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Ag Annex Building 438	1730 S. Maple Ave	Fresno	93702	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Ag Annex Building 438	1730 S. Maple Ave	Fresno	93702	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
UMC- Boiler Room Building 309	445 S. Cedar	Fresno	93702	Fire	\$ 1,487.08	\$ 1,887.08	\$ 47.00

Exhibit A

Description	Address	City	Zip	System (burglar/fire)	Job Total	Not to Exceed	Monitoring
Ag Commission (combo panel) Building 404	1730 S. Maple Ave	Fresno	93702	Fire & Burglar	\$ 1,198.76	\$ 1,598.76	\$ 47.00
Ag Warehouse Building 406	1730 S. Maple Ave	Fresno	93702	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Hazardous Waste Building 842	310 S. W. Ave	Fresno	93706	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Crisis Center Building 330	496 S. Barton	Fresno	93702	Fire	\$ 1,324.05	\$ 1,724.05	\$ 47.00
Hall Of Records Building 603	2281 Tulare St	Fresno	93721	Fire	\$ 3,130.48	\$ 3,530.48	\$ 47.00
County Plaza Building 610	2220 Tulare St.	Fresno	93721	Fire	\$ 2,883.05	\$ 3,283.05	\$ 47.00
Graphic Arts Building 621	844 Van Ness	Fresno	93721	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Recorder's Office Building 642	1250 Van Ness Ave	Fresno	93721	Fire	\$ 1,324.05	\$ 1,724.05	\$ 47.00
Recorder's Office Building 642	1250 Van Ness Ave	Fresno	93721	Burglar	\$ 1,178.05	\$ 1,578.05	\$ 42.00
Animal Shelter Building 838	1510 W. Dan Ronquillo Dr.	Fresno	93706	Fire	\$ 1,684.47	\$ 2,084.47	\$ 47.00
Probation Building 4	200 W. Pontiac Way	Clovis	93612	Fire	\$ 1,178.05	\$ 1,578.05	\$ 47.00
Probation Building 4	200 W. Pontiac Way	Clovis	93612	Burglar	\$ 1,178.05	\$ 1,578.05	\$ 42.00
ISD Admin Building 6	333 W. Pontiac Way	Clovis	93612	Fire	\$ 2,179.77	\$ 2,579.77	\$ 47.00
ISD Admin Building 6	333 W. Pontiac Way	Clovis	93612	Burglar	\$ 2,302.62	\$ 2,702.62	\$ 42.00
Woodward Branch Library Building 802	944 E. Perrin	Fresno	93720	Fire	\$ 1,240.18	\$ 1,640.18	\$ 47.00
Woodward Branch Library Building 802	944 E. Perrin	Fresno	93720	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Caruthers Branch Library Building 1899	13382 S. Henderson Rd.	Caruthers	93609	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Caruthers Branch Library Building 1899	13382 S. Henderson Rd.	Caruthers	93609	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Clovis Branch Library Building 801	1155 Fifth St.	Clovis	93612	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Clovis Branch Library Building 801	1155 Fifth St.	Clovis	93612	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Easton Branch Library Building 805	25 E. Fantz Ave.	Easton	93706	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Fowler Branch Library Building 1814	306 S. Seventh	Fowler	93625	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Fowler Branch Library Building 1814	306 S. Seventh	Fowler	93625	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 47.00
Sunnyside Branch Library Building 821	5566 E. Kings Canyon	Fresno	93727	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Sunnyside Branch Library Building 821	5566 E. Kings Canyon	Fresno	93727	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Bear Mountain Library Building 809	30733 E. Kings Canyon	Fresno	93675	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Betty Rodriguez Library Building 1825	3040 N. Cedar Ave	Fresno	93703	Fire	\$ 1,201.12	\$ 1,601.12	\$ 47.00
Betty Rodriguez Library Building 1825	3040 N. Cedar Ave	Fresno	93703	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Politi Branch Library Building 819	5771 N. First	Fresno	93710	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 47.00

Exhibit A

Description	Address	City	Zip	System (burglar/fire)	Job Total	Not to Exceed	Monitoring
Fig Garden Branch Library Building 820	3071 W. Bullard Ave	Fresno	93711	Fire	\$ 1,324.05	\$ 1,724.05	\$ 47.00
Fig Garden Branch Library Building 820	3071 W. Bullard Ave	Fresno	93711	Burglar	\$ 1,178.05	\$ 1,578.05	\$ 42.00
Gillis Branch Library Building 822	629 W. Dakota Ave	Fresno	93705	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 47.00
Kerman Branch Library Building 889	15081 W. Kearney Blvd	Kerman	93630	Fire & Burglar	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Laton Branch Library Building 815	6313 DeWoody Street	Laton	93242	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Laton Branch Library Building 815	6313 DeWoody Street	Laton	93242	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Mendota Branch Library Building 1824	1246 Belmont Ave	Mendota	93640	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Mendota Branch Library Building 1824	1246 Belmont Ave	Mendota	93640	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Orange Cove Library Building 812	815 Park Blvd	Orange Cove	93646	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Orange Cove Library Building 812	815 Park Blvd	Orange Cove	93646	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Parlier Branch Library Building 808	1130 E. Parlier Ave	Parlier	93648	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 47.00
Pinedale Branch Library Building 823	7170 N. San Pablo Ave	Pinedale	93650	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 47.00
Reedley Branch Library Building 811	1027 E. Street	Reedley	93654	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 47.00
San Joaquin Branch Library Building 806	8781 Main Street	San Joaquin	93660	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 47.00
Sanger Branch Library Building 803	1812 Seventh Street	Sanger	93657	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 47.00
Selma Branch Library Building 804	2200 Selma Street	Selma	93662	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Selma Branch Library Building 804	2200 Selma Street	Selma	93662	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
Tranquility Library Building 1887	25561 W. Williams	Tranquility	93668	Fire	\$ 1,219.47	\$ 1,619.47	\$ 47.00
Tranquility Library Building 1887	25561 W. Williams	Tranquility	93668	Burglar	\$ 1,198.76	\$ 1,598.76	\$ 42.00
				SUBTOTALS:	\$108,552.98	\$140,152.98	\$3,588.00

Table 1.2 – Additional Costs for Select Locations

Description	Address	City	Zip	System burg/fire	Additional Costs for plans & permits	Not to Exceed Costs for plans & permits
EMS - Dispatch Building 435	4555 E. Hamilton Ave	Fresno	93702	Fire	\$ 1,563.00	\$ 2,173.00
Main Mental Health Building 317	4441 E. Kings Canyon	Fresno	93702	Fire	\$ 1,563.00	\$ 2,173.00
DBH Intake Building 340	4468 E. Kings Canyon	Fresno	93702	Fire	\$ 1,859.00	\$ 1,859.00
Woodward Branch Library Building 802	944 E. Perrin	Fresno	93720	Fire	\$ 1,563.00	\$ 2,173.00
Betty Rodriguez Library Building 1825	3040 N. Cedar Ave	Fresno	93703	Fire	\$ 1,563.00	\$ 2,173.00
Ag Annex Building 438	1730 S Maple Ave	Fresno	93702	Fire	\$ 1,563.00	\$ 2,173.00

Exhibit A

Description	Address	City	Zip	System burg/fire	Additional Costs for plans & permits	Not to Exceed Costs for plans & permits
Ag Commission Building 404	1730 S. Maple Ave	Fresno	93702	Fire	\$ 1,563.00	\$ 2,173.00
ISD Admin Building 6	333 W. Pontiac Way	Clovis	93612	Fire	\$ 1,563.00	\$ 2,173.00
Modular D Building 343	4452 E Kings Canyon	Fresno	93702	Fire	\$ 1,563.00	\$ 2,173.00
Intake Annex Building 341	4468 E Kings Canyon	Fresno	93702	Fire	\$ 1,563.00	\$ 2,173.00
Behavioral Health Building 632	5555 E. Olive Ave.	Fresno	93727	Fire	\$ 1,563.00	\$ 2,173.00
Behavioral Health Building 633	5520 E. Hedges Ave	Fresno	93727	Fire	\$ 1,563.00	\$ 1,563.00
Ag Warehouse Building 406	1730 S. Maple Ave	Fresno	93702	Fire	\$ 1,563.00	\$ 2,173.00
H.A.W.C Building 658	1925 E Dakota Ave	Fresno	93726	Fire	\$ 1,563.00	\$ 2,173.00
Hall Of Records Building 603	2281 Tulare St	Fresno	93721	Fire	\$ 1,563.00	\$ 2,173.00
Modular - C (Youth Counseling) Building 334	4445 E. Inyo	Fresno	93702	Fire	\$ 1,563.00	\$ 2,173.00
Bear Mountain Library Building 809	30733 E. Kings Canyon	Fresno	93675	Fire	\$ 1,859.00	\$ 2,469.00
Caruthers Branch Library Building 1899	13382 S. Henderson Road	Caruthers	93609	Fire	\$ 1,563.00	\$ 2,173.00
Clovis Branch Library Building 801	1155 Fifth St.	Clovis	93612	Fire	\$ 1,563.00	\$ 2,173.00
Fowler Branch Library Building 1814	306 S. Seventh	Fowler	93625	Fire	\$ 1,563.00	\$ 2,173.00
Laton Branch Library Building 815	6313 DeWoody Street	Laton	93242	Fire	\$ 1,859.00	\$ 2,173.00
Mendota Branch Library Building 1824	1246 Belmont Ave	Mendota	93640	Fire	\$ 1,563.00	\$ 2,173.00
Orange Cove Library Building 812	815 Park Blvd	Orange Cove	93646	Fire	\$ 1,563.00	\$ 2,173.00
Kerman Branch Library Building 889	15081 W. Kearney Blvd	Kerman	93630	Fire & Burglar	\$ 1,563.00	\$ 2,173.00
Selma Branch Library Building 804	2200 Selma Street	Selma	93662	Fire	\$ 1,563.00	\$ 2,173.00
Tranquility Library Building 1887	25561 W. Williams	Tranquility	93668	Fire	\$ 1,563.00	\$ 2,173.00
				SUBTOTALS:	\$ 41,526.00	\$ 55,870.00

Table 1.3 – Phase 1 Cost Breakdown and Overview

	Job Total	Not to Exceed
Phase 1 – Monitoring Takeover	\$ 108,552.98	\$ 140,152.98
Phase 1 - Additional Work	\$ 41,526.00	\$ 55,870.00
Totals	\$ 150,078.98	\$ 196,022.98
Monthly Costs		\$ 3,588.00

Exhibit A

Phase 2 Estimates

Phase 2 Estimates include estimates for restoring troubled systems and meeting current code requirements for notification as well as detection.

These estimates are calculations made before the initial site work of Phase 1. The Contractor's completion of Phase 1 shall provide a more accurate picture of individual system complexity and issues once the Contractor receives signals from the site alarm panels. Estimates will be revisited on completion of Phase 1, but there is every expectation that this will result in more concrete numbers but not higher "not to exceed" totals.

Table 2.1 – Phase 2 Estimates

	Job Total	Not to Exceed
Phase 2 – Installation Estimates	\$ 790,639.68	\$ 1,521,758.11

Equipment Pricing

Individual device pricing is listed for reference in Table 3.1 below. Bosch system devices are currently indicated for intrusion alarm systems and shall be used in any change orders related to monitoring setup if the Contractor identifies existing intrusion alarm devices need to be replaced in order to correct system faults and allow for system arming and functioning. The Notifier and Edwards equipment in Table 3.1 indicate replacement parts that are required in order to transition the fire alarm systems to the Contractor for monitoring. The Contractor shall use Edwards manufacturer parts for any new fire alarm system.

Prices from year to year will vary in keeping with the inflation index and Omnia contract rates.

Table 3.1 Intrusion Alarm Equipment

Manufacturer	Model	Short Description	Qty	Price
Controls				
Bosch	B9512G-C	IP panel kit, Includes B9512G alarm panel, B8103 enclosure, D1640 transformer	1	\$ 723.19
Bosch	B520-C	B520 Power Supply With Tr1850 Transformer, B8103 Enclosure And B12 Mounting Plate	1	\$ 348.08
Bosch	B444-V	Plug-in 4G LTE Cellular Communicator with Verizon SIM	1	\$ 286.78
Bosch	B208	OCTO-INPUT MODULE	1	\$ 102.89
Bosch	B942W	B series Color Touch Keypad Wht	1	\$ 313.79
Bosch	B299	Popex Module For B9512G	1	\$ 80.27
Bosch	D9127U	POPIT ASIC	1	\$ 28.68

Exhibit A

Manufacturer	Model	Short Description	Qty	Price
Sensors				
Bosch	DS1101i	Glass Break Detector, Round, 25' Range	1	\$ 43.13
Bosch	DS9370	Panoramic TriTech 360 degree Motion Sensor Ceiling Mount, White	1	\$ 116.04
Bosch	ISC-PDL1-W18G	60 FT X 80 FT or 25 FT X 33 FT Professional Series Tri-Tech Provides PIR w/ Microwave	1	\$ 80.27
Bosch	ISN-CMET-200AR	Door Contact, Closed Loop, Wide Gap, Metal	1	\$ 9.42
Inovonics	EN1235SF	Fixed Location Single Button Alarm Transmitter (Panic Button)	1	\$ 90.49
Inovonics	EN4216MR	16 Zone Add-On Receiver with Relay Outputs, Multi-condition	1	\$ 313.79

Table 3.2 Fire Alarm Systems - Notifier

Manufacturer	Model	Device Description	Qty	Price
NOTIFIER	NCA-2-NS	(NCA-2) Network Control Annunciator-2, 640-Characters, Mounts in a Row of FACP Node or in 2 Annunciator Module Positions	1	\$ 2,386.16
NOTIFIER	NOT-UDACT-2	NOTIFIER UDACT-2 COMMUNICATORS	1	\$ 922.92
NOTIFIER	NOT-FMM-1	MONITOR MODULE	2	\$ 98.70
NOTIFIER	NOT-FDU-80	80 CHARACTER DISPLAY ANNUNCIATO	1	\$ 820.61
NOTIFIER	HW-AV-LTE-M	Honeywell Hw-Av-Lte-M Ciss Pathway Dual-Path Lte Communicator With Dial Capture Interface, At&T & Ve	1	\$ 204.14
NOTIFIER	NOT-NBG-12LX	ADDRESSABLE NBG-12L PULL STATI on; with FlashScan	1	\$ 125.10
NOTIFIER	FSP-951-NS	(FSP-951) INTELLIGENT ADDRESSABLE PHOTO DETECTOR WITH FLASHSCAN WHITE	1	\$ 76.19
NOTIFIER	B300-6	6 inch Base; White	1	\$ 15.30
NOTIFIER	SPSRL	SPEAKER STROBE RED WALL	1	\$ 92.34
NOTIFIER	SCWLED	LED STROBE; CEILING; WHITE; FIRE; 2-WIRE – REPLACES SCWL	1	\$ 55.91
NOTIFIER	SPSCWL	SPEAKER STROBE WHITE CEILING	1	\$ 95.12
NOTIFIER	SRLED	LED STROBE; WALL; RED; FIRE; 2-WIRE - REPLACES SRL	1	\$ 52.78
NOTIFIER	PR-1	Multi-Voltage Conventional Relay, Epoxy Encapsulated (SPDT) Relay with Activation LED	1	\$ 20.13
NOTIFIER	NOT-FMM-101	MINI MONITOR MODULE	1	\$ 71.50
NOTIFIER	FDM-1 NOTIFIER	DUAL MONITOR MODULE	1	\$ 138.19
NOTIFIER	CMIC-RP-PR	(CMIC-RP) Microphone and Well for CAB-RP	1	\$ 325.45
NOTIFIER	DVC-EM-NS	(DVC-EM) Digital Voice Command, Extended Memory	1	\$ 1,498.50
NOTIFIER	DVC-RPU-PR	(DVC-RPU) Remote Paging Unit (includes Keypad Display)	1	\$ 2,597.40
EDWARDS	4-CPU	Central Processor Module	1	\$ 1,390.35

Exhibit A

Manufacturer	Model	Device Description	Qty	Price
EDWARDS	3-SDDC2	Dual Signature Driver Controller. Comes with two 3-SDC1s. Mounts to Local Rail.	1	\$ 2,697.63
EDWARDS	3-ZA95	Zoned Amplifier, 95 Watt, Class B. 95 Watt selectable for 25 or 70 Vrms Class B Output. Mounts in 2 LRM spaces. Supports two user interface modules.	1	\$ 2,131.83
EDWARDS	4-LCDLE	4-LCD w/ cable for 3-CAB5B, 7B, 14B, 21B, 4-8ANN, 16ANN and 24ANN mounting	1	\$ 846.47
EDWARDS	4-24L24S	Control Display Module with - 24 indicators and 24 switches	1	\$ 496.99
EDWARDS	4-COMREL	Common Relay Module	1	\$ 65.72
EDWARDS	4-AUDTELS	Audio and Telephone Interface/Riser Module	1	\$ 763.33
EDWARDS	4-MIC	Paging Microphone	1	\$ 797.12
EDWARDS	3-FTEQ	Seismic hardening kit for 3-ASU/FT or 3-FTCU telephone handset.	1	\$ 142.20
EDWARDS	4-USBHUB	Multi-port USB Hub module mounts in a 1/2 footprint module space and provides isolated RS-232 USB and terminal block connections for RS-232 to CDR connections.	1	\$ 572.50
EDWARDS	4-PPS/M	Primary Power Supply w/ local rail module 120-240V 50/60 Hz.	1	\$ 1,268.43
EDWARDS	BPS10A	10 Amp Booster Power Supply	1	\$ 672.86
EDWARDS	SIGA-OSD	Edwards intelligent multi-criteria optical smoke detector, UL/ULC	1	\$ 106.34
EDWARDS	SIGA-HFD	Intelligent fixed temperature heat detector.	1	\$ 76.42
EDWARDS	SIGA-SB	Detector Base - Standard	1	\$ 15.39
EDWARDS	SIGA-SD	SuperDuct, Signature Series duct smoke detector	1	\$ 293.71
EDWARDS	SD-T60	Duct Detector Accessory, 60 in. Sampling Tube	1	\$ 14.85
EDWARDS	SIGA-278	Manual Pull Station - Double Action, 1-stage	1	\$ 123.02
EDWARDS	SIGA-CT2	Dual Input Module. Two circuit input module for use with Normally Open Contact devices.	1	\$ 133.15
EDWARDS	SIGA-CR	Control Relay Module. Select for either N.O. or N.C. operation. Rated at 2 amps (24Vdc)	1	\$ 107.66
EDWARDS	GCSVRF	Ceiling Speaker/Strobe, 15-115cd, Red, FIRE Marking. GRSW Room Side	1	\$ 98.72

Time and Material (T&M) Work

Below are the Contractor's labor rates for any "T&M" work for addressing any system corrections, as agreed upon by the County and the Contractor. Should any employee, subcontractor, other representative of the Contractor experience a lockdown situation, as described in Exhibit G, that extends beyond the previously agreed upon, any hours in excess of what has already been approved will be charged at the rates provided in Table 4.1.

Table 4.1 – Time and Material Work

Service (OMNIA pricing)	Pricing (per hour)
Normal Business (8:00 am – 4:30 pm)	\$ 277.00
After Hours, Weekends & Holidays	\$ 405.00

Exhibit B

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 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:	

Exhibit C

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

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

Exhibit C

Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer

Exhibit C

to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

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

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

TITLE:	HOSTAGE SITUATIONS	NO: B-130
	FILE: HOSTAGE	

EFFECTIVE DATE:	12-18-89	REVISED:	08-06-90, 12-25-94, 05-06-96, 09-01-99, 12-01-10
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AUTHORITY:	Sheriff M. Mims	APPROVED BY:	Assistant Sheriff T. Gattie
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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.

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 Sheriff's 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 Sheriff's Office Jail Division that the primary responsibility of all staff members in a hostage situation is to protect every person involved, if possible, from serious injury or death.

PROCEDURES:

I. DEFINITION

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

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

TITLE: HOSTAGE SITUATIONS
 FILE: HOSTAGE

NO: B-130

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

III. DURING NEGOTIATIONS

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

IV. HOSTAGE SURVIVAL STRATEGIES

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

FRESNO COUNTY SHERIFF'S OFFICE
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at all times. Do not stand out from other hostages. Drawing unnecessary attention increases the chance of being singled out and victimized.

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

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exploitation.

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

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JAIL DIVISION POLICIES AND PROCEDURES

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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 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. 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.

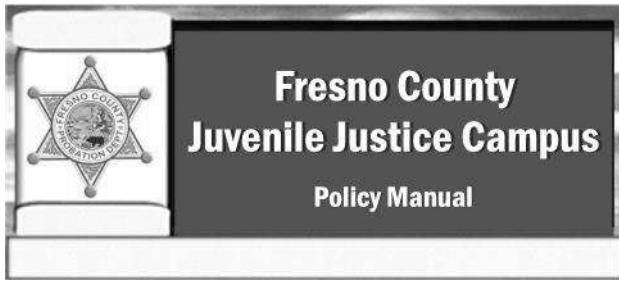
When required by County, applicants' background checks must be approved prior to entering any County facility. Approval will not be granted to any individual possessing any of the following circumstances:

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 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.

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



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 ensure 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.

Exhibit H
Fresno County Probation Department
Juvenile Justice Campus Manual

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.

Exhibit H
Fresno County Probation Department
Juvenile Justice Campus Manual

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

Exhibit H
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Juvenile Justice Campus Manual

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.

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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

This Exhibit to the agreement (“Agreement”) between ADT Commercial LLC, dba Everon (“Contractor”) and the customer identified in the Agreement (“County”) contains terms and conditions applicable only to recurring Service(s) for which the Contractor actively or passively monitors (“Monitoring Services”) the County’s alarm and/or surveillance systems (“System”) at any of the County’s properties or locations (“Premises”). Capitalized terms in this Exhibit have the meaning defined herein. This Exhibit applies in addition to the Agreement and the terms of the Agreement will supersede any conflicting terms of this Exhibit.

1. **Central Station Monitoring.** For Monitoring Services, the Contractor will program the System to communicate with the Contractor’s or its applicable third-party’s monitoring facility (“Central Station”). When the Central Station receives an alarm signal from a Premises (“Alarm Signal”), the Contractor will make reasonable efforts as described herein to contact up to three (3) persons designated by the County and, if appropriate under the circumstances and regulations, the applicable local Authority Having Jurisdiction (AHJ). Such efforts shall be subject to and consistent with local laws, any applicable requirements to verify certain Alarm Signals not to be false alarms, and the Contractor’s response policies. . Laws and regulations designed to reduce false alarms may require attempts to verify an Alarm Signal is not a false alarm prior to the AHJ dispatching a response, or in the absence of such confirmation, delay an AHJ dispatch. The Contractor shall have the discretion to contact the applicable Premises to verify that the Alarm Signal is not a false alarm. The Contractor does not control the AHJ and does not guarantee that the AHJ will be dispatched in event of an Alarm Signal. THE CONTRACTOR IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO LIABILITY FOR, THE MANNER IN WHICH AN AHJ RESPONDS OR FAILS TO RESPOND TO AN ALARM SIGNAL. If the AHJ now or in the future requires physical, visual, or other verification of Alarm Signals before dispatching a response, the County agrees to subscribe to such service from the Contractor at the County’s expense. Excessive monitoring activity beyond ADT’s reasonable control or requests for the Contractor to remotely arm the System shall be subject to additional charges, not to exceed the maximum compensation amount as stated in the Agreement. Any custom or special instructions from the County regarding the Contractor’s handling of Alarm Signals are of no effect unless agreed to in writing by the Contractor, which the Contractor may reject in its sole and absolute discretion. The County acknowledges and understands that custom or special instructions for handling Alarm Signals may result in increased risk to the County and the Premises.
2. **Signal Transmission.**
 - 2.1. **Transmission By Telephone.** If the System is connected to the Central station by a traditional telephone connection, then the County will provide a traditional telephone connection to the Public Switched Telephone Network. This connection will have priority over any other telephone or equipment and shall be within ten (10) feet of the System control panel. The County acknowledges and agrees that its use of DSL, ADSL, digital phone, cellular radio, private radio, voice over internet protocol (“VOIP”), or other internet-based phone services (“Non-Traditional Phone Services”) may cause interruptions to signal transmissions to the Central Station, and that the Contractor does not recommend Non-Traditional Phone Services unless supplemented by a backup device. The County will notify the Contractor of any change from a traditional telephone connection to a Non-Traditional Phone Service, and the County will test the System signal transmission to the Central Station immediately upon such change. The County authorizes the Contractor to request on the County’s behalf any services or equipment from a telephone company or other telecommunication provider providing signal transmission or reception services necessary for the Contractor to perform the Monitoring Services.
 - 2.2. **Transmission by Digital Communicator.** If the System is connected to the Central Station by a digital communicator, the County will provide a connection via a registered telephone jack to a telephone channel required for the System. Such connection shall have priority over any other telephone or the County equipment and shall be within ten (10) feet of the System control panel. At the County’s request and expense, the Contractor will provide such connection.
 - 2.3. **Transmission by Internet Protocol Based Services.** If the System is connected to the Central Station by an internet protocol-based service, then the County: (a) will maintain a 120V AC power supply for each device; (b) may be required to maintain a static IP address, and any changes to the County’s IP address may cause interruptions in signal transmission; (c) may be required to open port(s) on the County’s firewall; and (d) has sole responsibility for configuring any necessary the modems, routers, firewalls, switches, or hubs necessary to transmit the signals.
 - 2.4. **Customer Acknowledgment.** The County acknowledges and agrees that the Central Station cannot receive signals from the System if the County’s transmission mode becomes non-operational for any reason, including being cut, interfered with, or otherwise damaged, and that the Contractor shall not be responsible for any interruption or failure of the County’s mode of signal transmission outside of the Contractor’s control. Changes in government laws or regulations may require modification or discontinuation of the County’s signal transmission mode.

3. Radio/Cellular Service.
- 3.1. *For PrimeCell™ Service.* If the Agreement includes PrimeCell™ service, the Contractor will install and connect a radio or cellular transmission device to the System as the System's sole communication link to the Central Station.
- 3.2. *Customer Acknowledgement.* The County acknowledges and agrees that: (a) there may be times when SecureCell® and PrimeCell™ services will be unable to acquire, transmit, or maintain an alarm signal; and (b) radio or cellular frequency transmissions may be impaired or interrupted by a variety of conditions beyond the Contractor's control, including but not limited to weather events and power failures. The County acknowledges that the Contractor recommends a backup means of communication to the Central Station.
- 3.3. *FCC Requirements.* Changes in rules, regulations, or policies of the FCC and other AHJs may require discontinuation or modification of some or all Monitoring Services. If the County's cellular or radio transmitter malfunctions, it could interfere with the proper operation of the entire network communicating with the Central Station and other communications transmissions. FCC regulations require that the Contractor or its contractors or designees have immediate access to the County's transmitter in the event of such a malfunction. the County agrees to permit immediate access to the malfunctioning equipment in such an event. If the County fails or refuses to provide such access, then the Contractor shall be entitled to emergency injunctive relief permitting access to either repair or remove the transmitter, or take such other steps as are appropriate under the circumstances, and the County agrees to pay the Contractor's expenses, including reasonable attorneys' fees, incurred in connection with such proceedings.
4. Wireless Devices. The County acknowledges that wireless devices, including but not limited to wireless local area network (WLAN) or WiFi networks and paths, and wireless motion detectors, smoke detectors, door and window contacts, and other wireless devices ("Wireless Devices") are not physically connected to the System and require a radio frequency network or path to operate. Wireless Devices will not operate, and the System will not sound an alarm, if the radio frequency network or path becomes impaired or interrupted for any reason. The County is solely responsible for maintaining, inspecting, and regularly testing all networks and paths necessary for the proper operation of the Wireless Devices.
5. Direct Connect Services. If the County requests direct connect services, the Contractor will install a direct connection between the System and the applicable police or fire department(s) identified by the County. Alarm signals transmitted through direct connect services will be monitored by the applicable police or fire department(s), which are not the Contractor's agents or under the Contractor's control. The Contractor will not monitor Systems connected through direct connect services. The County agrees that the Contractor shall have no responsibility for, or liability resulting from, the AHJ's monitoring of such Systems.
6. Vault Protection. If any vault is covered by Monitoring Services, then the County represents and warrants that each such vault has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. the County agrees to test any ultrasonic, microwave, capacitance, or other electronic equipment designated in this Agreement prior to setting the equipment for closed periods according to procedures established from time to time by the Contractor, and to notify the Contractor promptly if such equipment fails to respond to the test.
7. System Maintenance. Monitoring Services do not include testing, operation, or maintenance of the System; however, the County can purchase an Extended Service Plan for the Contractor to perform these services. Except to the extent included in an Extended Service Plan the County purchases from the Contractor, the County is solely responsible for testing the System and maintaining, operating, and testing all components of the System in accordance with the manufacturer's recommendations. Except as expressly provided in this Agreement, the Contractor has no responsibility for the performance of the System.
8. eSuite. The Contractor may provide the County with access to eSuite, the Contractor's online portal for Monitoring Services account management. The Contractor may modify, temporarily suspend access to, or permanently discontinue eSuite or any of its functionality at any time, in the Contractor's sole discretion. If the County is provided access to eSuite, the County agrees to use eSuite to make Monitoring Services account management changes, including but not limited to editing contact lists, access codes, site schedules, testing systems, confirming system activation, and other administrative functions. The County may be subject to additional per-activity charges subject to the Agreement's maximum compensation amount, if the County requests the Contractor personnel perform Monitoring Services account management activities that are available to be made by the County in eSuite.
9. Underlying Casualty Limitation and Indemnity. To the fullest extent permitted by law, the County covenants not to sue or pursue any administrative or civil claims against the Contractor, and its affiliates, parents, directors, employees, agents, and officers arising out of or relating to any matter expressly addressed by the general terms and conditions, including any and all Losses incurred from third-party claims arising from or related to any casualty (including but not limited to damage to property, injury to persons, or death, caused by fire, burglary, unauthorized intrusion, assault, or other similar event) occurring at the County's Premises, which are based in whole or in part upon the Monitoring Services failing to detect, prevent, warn of, terminate, or mitigate damages resulting from the casualty. This covenant is not intended to bar, and does not limit, the County's rights over matters that are protected by law.