

**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is dated April 11, 2023 and is between Jerico Fire Protection Company, Inc., a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

**Recitals**

A. The County has a need for fire suppression maintenance, inspection, inventory, and minor repair services provided by Jerico Fire Protection Company, Inc.

B. The County desires to engage Contractor to perform fire suppression maintenance, inspection, inventory, and minor repair services, pursuant to the terms and conditions of this Agreement.

C. The County previously entered into a potential three-year Purchasing Agreement, No. P-20-475 ("Original Agreement") with Contractor, for a total maximum compensation payable of two hundred thousand dollars (\$200,000), effective December 1, 2020, for a potential three-year term, not to exceed November 30, 2023.

D. On June 11, 2021, the Original Agreement was amended to account for a price increase in Contractor's labor rates additional services. On October 18, 2021, the Original Agreement was amended to extend the term for a one-year extension period. On October 19, 2022, the Original Agreement was amended to extend the term for another one-year extension period

E. The County and Contractor now wish to replace the Original Agreement, as amended, with this Agreement, subject to approval by the County's Board of Supervisors, which is necessary to allow not only for additional services to be performed by Contractor, but for the increase in the total maximum compensation payable to three hundred thousand (\$300,000) dollars. The term will remain a potential three-year maximum and this Agreement will be retroactive to the Original Agreement's effective date of December 1, 2020.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** Upon execution of this Agreement, Contractor shall perform all  
4 of the services provided in Exhibit A to this Agreement, titled "Scope of Services

5 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
8 applicable federal, state, and local laws and regulations in the performance of its obligations  
9 under this Agreement, including but not limited to workers compensation, labor, and  
10 confidentiality laws and regulations.

11 1.4 **Confidentiality.** All services performed by Contractor shall be in strict conformance  
12 with all applicable Federal, State of California, and/or local laws and regulations relating to  
13 confidentiality, including but not limited to, California Civil Code, California Welfare and  
14 Institutions Code, California Health and Safety Code, California Code of Regulations, and the  
15 Code of Federal Regulations.

16 1.5 **Coordination of Work.** Contractor shall coordinate all work with the County  
17 Representative ("County Representative") to minimize any interruptions to the normal operation  
18 of County operations. The County Representative shall be the County Internal Services  
19 Department's Facility Services Manager, or his or her designee.

20 1.6 **Warranties.** Contractor warrants that all services performed under this Agreement  
21 will conform in all material aspects with the requirements of this Agreement and its  
22 specifications.

23 1.7 Contractor shall provide all labor, materials, equipment, and supplies, taxes,  
24 insurance, and warranties to perform services described in Exhibit A, attached and incorporated  
25 by this reference, and this Agreement.

26 1.8 Contractor shall provide, qualified, trained, and professional services personnel, on  
27 an as-needed basis as determined by the County. Project work will be scheduled with a  
28 minimum of inconvenience to the County.

1 1.9 For all work specified in this Agreement, Contractor shall propose to County a  
2 service completion date for all services. Acceptance must be provided by County in writing prior  
3 to the start of services.

4 1.10 **Security Breach Procedure.** Contractor agrees and covenants in favor of County  
5 that Contractor shall keep and maintain all Information relating to the scope of work in this  
6 Agreement in strict confidence, using such degree of care as is reasonable and appropriate to  
7 avoid a Security Breach; not Use, Disclose, sell, rent, license, or otherwise make available any  
8 Information relating to the scope of work in this Agreement for Contractor's own purposes or for  
9 the benefit of anyone other than County, without County's express prior written consent, which  
10 the County may give or withhold in its sole and absolute discretion. Contractor shall remain  
11 liable to County for the actions and omissions of any unauthorized third party concerning its Use  
12 of such Information as if they were Contractor's own actions and omissions.

13 (A) Security Breach Procedures. Immediately upon Contractor's awareness or  
14 reasonable belief of a Security Breach, Contractor shall (a) notify the Director of  
15 Internal Services/Chief Information Officer (CIO) of the Security Breach, such notice  
16 to be given first by telephone at the following telephone number, (559) 600-6200  
17 (which telephone number and email address County may update by providing notice  
18 to Contractor), and (b) preserve all relevant evidence (and cause any affected  
19 Authorized Person to preserve all relevant evidence) relating to the Security Breach.  
20 The notification shall include, to the extent reasonably possible, the identification of  
21 each type and the extent of Information that has been, or is reasonably believed to  
22 have been breached, including but not limited to, compromised, or subjected to  
23 unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption,  
24 or damage. Immediately following Contractor's notification to County of a Security  
25 Breach, the Parties shall coordinate with each other to investigate the Security  
26 Breach. Contractor agrees to fully cooperate with County, including, without  
27 limitation: (a) assisting County in conducting any investigation; (b) providing County  
28 with physical access to the facilities and operations affected; (c) facilitating interviews

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

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

19 (C) Contractor agrees to cooperate, at its sole expense, with County in any litigation or  
20 other action to protect County's rights relating to Information, including the rights of  
21 persons from whom County receives Information.

22 (D) This section is applicable to all sections within this Agreement, including any Security  
23 Breaches concerning the programmable memory units or maps used to store  
24 instructions and to implement functions that include, but are not limited to, logic,  
25 sequencing, timing, counting, and arithmetic that control information technology  
26 hardware and processes.

27 1.11 **Equitable Relief.** Contractor acknowledges that any breach of its covenants or  
28 obligations set forth in this Agreement may cause County irreparable harm for which monetary

1 damages would not be adequate compensation, and agrees that, in the event of such breach or  
2 threatened breach, County is entitled to seek equitable relief, including a restraining order,  
3 injunctive relief, specific performance and any other relief that may be available from any court,  
4 in addition to any other remedy to which County may be entitled at law or in equity. Such  
5 remedies shall not be deemed to be exclusive but shall be in addition to all other remedies  
6 available to County at law or in equity or under this Agreement.

7       **1.12 Building Security.** Failure to fully comply with the security requirements as set forth  
8 in this section will be considered a breach of contract and shall result in termination of this  
9 Agreement for default. Contractor must comply with the County's Hostage Situations policy  
10 (Exhibit E), as well as the County's Fresno County Probation Department Juvenile Justice  
11 Campus Manual policy (Exhibit F). County may change these policies and procedures at any  
12 time and add new policies at any time, without any prior notice to Contractor. Contractor shall be  
13 responsible for complying with all such policies and procedures. Policies can be accessed here:  
14 <https://www.co.fresno.ca.us/departments/probation/policy-manuals>. Contractor shall plan and  
15 execute all work in such a manner as to prevent a Security Breach of the JJC facility. Contractor  
16 shall comply with all Prison Rape Elimination Act (PREA) standards for juvenile correctional  
17 facilities (Exhibit G). Contractor shall comply with all Probation Department Policies and  
18 Procedures. In the event of a dispute involving County staff and a Contractor's employee or  
19 subcontractor, the CIO will have the final decision. Contractor may also be required to comply  
20 with Background Investigations and Identification Badges (Exhibit H) for specific facilities if  
21 determined by the County.

22       **1.13 Compliance with all California Labor Code.** Contractor acknowledges public funds  
23 will be used to pay for the services performed under this Agreement, and that the facilities to be  
24 services pursuant to this Agreement are owned by County, a governmental entity. In the work  
25 performed pursuant to this Agreement, Contractor shall comply with, and ensure compliance by  
26 all subcontractors with, all applicable laws and regulations, including the payment of prevailing  
27 wages pursuant to Section 1770 et. seq. of the Labor Code, and as described herein. In  
28 accordance with Labor Code Section 1770, et seq., the Director of the Department of Industrial

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

24       1.14 **Accurate Records.** Contractor and each of their subcontractors shall keep an  
25 accurate record showing the name, address, social security number, work classification, straight  
26 time and overtime hours worked each day and week, and the actual per diem wages paid to  
27 each journeyman, apprentice, worker, or other employee employed by him or her in connection  
28 with this public work project. In accordance with Labor Code section 1776, each payroll record

1 shall be certified and verified by a written declaration under penalty of perjury stating that the  
2 information within the payroll record is true and correct and that the Contractor or subcontractor  
3 has complied with the requirements of Labor Code sections 1771, 1811 and 1815 for any work  
4 performed by its employees on this public work project. These records shall be open at all  
5 reasonable hours to inspection by the County, its officers and agents, and to the representatives  
6 of the State of California –Department of Industrial Relations, including but not limited to the  
7 Division of Labor Standards Enforcement.

## 8 **Article 2**

### 9 **County's Responsibilities**

10 2.1 County shall provide a County representative to represent County, who will work with  
11 Contractor to carry out Contractor's obligations under this Agreement. The County  
12 Representative will be the County's Facility Services Manager, and/or their designees.  
13 Contractor shall provide a contact person to the County Representative upon execution of this  
14 Agreement.

## 15 **Article 3**

### 16 **Compensation, Invoices, and Payments**

17 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
18 the performance of its services under this Agreement as described in this section. County  
19 agrees to pay Contractor, and Contractor agrees to receive compensation per the rates  
20 specified in Exhibit B. In no event shall compensation paid for services performed under this  
21 Agreement exceed the maximum compensation payable under Section 3.2 during the term of  
22 this Agreement.

23 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
24 under this Agreement shall not exceed three hundred thousand dollar (\$300,000).

25 3.3 The Contractor acknowledges that the County is a local government entity and does  
26 so with notice that the County's powers are limited by the California Constitution and by State  
27 law, and with notice that the Contractor may receive compensation under this Agreement only  
28 for services performed according to the terms of this Agreement and while this Agreement is in

1 effect, and subject to the maximum amount payable under this section. The Contractor further  
2 acknowledges that County employees have no authority to pay the Contractor except as  
3 expressly provided in this Agreement.

4 **3.4 Invoices.** The Contractor shall submit monthly invoices to  
5 [ISDBusinessOffice@fresnocountyca.gov](mailto:ISDBusinessOffice@fresnocountyca.gov) or mailed to County of Fresno, ISD, ATTN: Business  
6 Office, 333 W. Pontiac Way, Clovis, CA 93612. The Contractor shall submit each invoice within  
7 60 days after the month in which the Contractor performs services and in any case within 60  
8 days after the end of the term or termination of this Agreement. Contractor shall only invoice for  
9 the milestones completed and expenses incurred.

10 **3.5 Payment.** The County shall pay each correctly completed and timely submitted  
11 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's  
12 address specified in the invoice.

13 **3.6 Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
14 expenses that are not specified as payable by the County under this Agreement.

#### 15 **Article 4**

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

17 **4.1 Term.** This Agreement is effective on December 1, 2020 and terminates on  
18 November 30, 2023, except as provided in Article 6, "Termination and Suspension," below.

#### 19 **Article 5**

#### 20 **Notices**

21 **5.1 Contact Information.** The persons and their addresses having authority to give and  
22 receive notices provided for or permitted under this Agreement include the following:

23 **For the County:**

24 Director of Internal Services/Chief Information Officer (CIO)  
25 County of Fresno  
26 333 W. Pontiac Way  
27 Clovis, CA 93612  
28 Email: [ISDContracts@fresnocountyca.gov](mailto:ISDContracts@fresnocountyca.gov)

**For the Contractor:**

President  
Jerico Fire Protection Company, Inc.  
1380 N. Hulbert Ave.



1                   Fresno, CA 93728  
2                   Phone: (559) 255-6446  
3                   Email: chris@jericofire.com

4           **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           **5.3 Method of Delivery.** Each notice between the County and the Contractor provided  
6 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
7 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
8 an overnight commercial courier service, or by Portable Document Format (PDF) document  
9 attached to an email.

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

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

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

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

23           **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
24 nothing in this Agreement establishes, waives, or modifies any claims presentation  
25 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
26 of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

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

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

9 6.2 **Termination for Breach.**

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

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

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

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

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

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

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

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

#### 4 **Article 7**

##### 5 **Independent Contractor**

6 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
7 agents, employees, and volunteers, is at all times acting and performing as an independent  
8 Contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
9 venturer, partner, or associate of the County.

10 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
11 manner or method of the Contractor's performance under this Agreement, but the County may  
12 verify that the Contractor is performing according to the terms of this Agreement.

13 7.3 **Benefits.** Because of its status as an independent Contractor, the Contractor has no  
14 right to employment rights or benefits available to County employees. The Contractor is solely  
15 responsible for providing to its own employees all employee benefits required by law. The  
16 Contractor shall save the County harmless from all matters relating to the payment of  
17 Contractor's employees, including compliance with Social Security withholding and all related  
18 regulations.

19 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
20 Agreement, the Contractor may provide services to others unrelated to the County.

#### 21 **Article 8**

##### 22 **Indemnity and Defense**

23 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
24 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
25 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
26 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
27 the performance or failure to perform by the Contractor (or any of its officers, agents,  
28 subcontractors, or employees) under this Agreement. The County may conduct or participate in

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

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

4 **Article 9**

5 **Insurance**

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

8 **Article 10**

9 **Article 11**

10 **Inspections, Audits, and Public Records**

11 11.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
12 the County may examine at any time during business hours and as often as the County deems  
13 necessary, all of the Contractor's records and data with respect to the matters covered by this  
14 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
15 request by the County, permit the County to audit and inspect all of such records and data to  
16 ensure the Contractor's compliance with the terms of this Agreement.

17 11.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
18 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
19 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
20 years after final payment under this Agreement. This section survives the termination of this  
21 Agreement.

22 11.3 **Public Records.** The County is not limited in any manner with respect to its public  
23 disclosure of this Agreement or any record or data that the Contractor may provide to the  
24 County. The County's public disclosure of this Agreement or any record or data that the  
25 Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

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

16 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
17 respect to any record or data that the Contractor may provide to the County shall be  
18 disregarded and have no effect on the County's right or duty to disclose to the public or  
19 governmental agency any such record or data, with the exception of trade secret  
20 information recognized under CPRA California Public Records Act (California  
21 Government Code, Title 1, Division 10, Chapter 3, beginning with section 7920.200).

22 **11.4 Public Records Act Requests.** If the County receives a written or oral request  
23 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
24 and which the County has a right, under any provision of this Agreement or applicable law, to  
25 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
26 County, for purposes of public disclosure, the requested records that may be in the possession  
27 or control of the Contractor. Within five business days after the County's demand, the  
28 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's

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

## 16 **Article 12**

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

18 12.1 **Applicability.** This Article 12 applies if the Contractor is operating as a corporation,  
19 or changes its status to operate as a corporation.

20 12.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
21 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
22 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
23 the County before commencing the transaction or immediately after.

24 12.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
25 a party and in which one or more of its directors, as an individual, has a material financial  
26 interest.

1 **Article 13**

2 **General Terms**

3 13.1 **County.** The County of Fresno, State of California, as represented by the Fresno  
4 County Board of Supervisors.

5 13.2 **Director of Internal Services/Chief Information Officer (CIO).** Acting either  
6 directly or through properly authorized agents, such agents acting within the scope of the  
7 particular duties entrusted to them in this Agreement.

8 13.3 **Disclose.** or any derivative of that word, means to disclose, release, transfer,  
9 disseminate, or otherwise provide access to or communicate all or any part of any Information  
10 orally, inwriting, or by electronic or any other means to any person.

11 13.4 **Information.** Information means any and all information, including any data,  
12 provided, or to which access is provided, to Contractor by or upon the authorization of County,  
13 under this Agreement. Information does not include publicly available information that is lawfully  
14 made available to the general public from federal, state, or local government records.

15 13.5 **Security Breach.** Security Breach means any act or omission that compromises  
16 either the security, confidentiality, value, or integrity of any Information or the Security  
17 Safeguards, or any unauthorized Use, Disclosure, or modification of, or any loss or destruction  
18 of, or any corruption of or damage to, any Information.

19 13.6 **Use.** Use or any derivative thereof, means to receive, acquire, collect, apply,  
20 manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of  
21 Information.

22 13.7 **Authorized Persons.** Authorized Persons means any and all Authorized  
23 Employees; any and all of Contractor's subcontractors, representatives, agents, outsourcers,  
24 and consultants, and providers of professional services to Contractor, who have access to  
25 Information and are bound by law or in writing by confidentiality obligations sufficient to protect  
26 Information in accordance with the terms of this Agreement.

27 13.8 **Security Safeguards.** Security Safeguards means physical, technical, administrative  
28 or organizational security procedures and practices put in place by Contractor (or any

1 Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity  
2 of Information.

3 13.9 **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 13.10 **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 13.11 **Governing Law.** The laws of the State of California govern all matters arising from  
10 or related to this Agreement.

11 13.12 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
12 County, California. 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 13.13 **Severability.** If anything in this Agreement is found by a court of competent  
16 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
17 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
18 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
19 intent.

20 13.14 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
21 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
22 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
23 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
24 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
25 all applicable State of California and federal statutes and regulation.

26 13.15 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
27 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
28 performance of any continuing or other obligation of the Contractor and does not prohibit



1 enforcement by the County of any obligation on any other occasion.

2       **13.16 Entire Agreement.** This Agreement, which supersedes the Original Agreement as  
3 amended, including its exhibits, is the entire agreement between the Contractor and the County  
4 with respect to the subject matter of this Agreement, and it supersedes all previous negotiations,  
5 proposals, commitments, writings, advertisements, publications, and understandings of any  
6 nature unless those things are expressly included in this Agreement. If there is any  
7 inconsistency between the terms of this Agreement without its exhibits and the terms of the  
8 exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this  
9 Agreement without its exhibits, and then to the terms of the exhibits.

10       **13.17 No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
11 create any rights or obligations for any person or entity except for the parties.

12       **13.18 Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

18       **13.19 Electronic Signatures.** The parties agree that this Agreement may be executed by  
19 electronic signature as provided in this section.

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

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

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

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

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

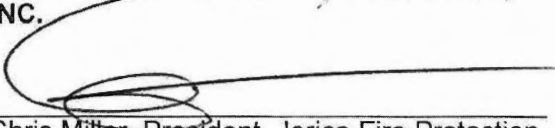
11 13.20 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
12 original, and all of which together constitute this Agreement.

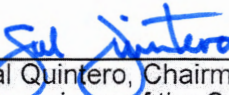
13 [SIGNATURE PAGE FOLLOWS]

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

2 **JERICO FIRE PROTECTION COMPANY,**  
3 **INC.**


**COUNTY OF FRESNO**

4   
5 Chris Miller, President, Jerico Fire Protection  
6 Company, Inc.

  
7 Sal Quintero, Chairman of the Board of  
8 Supervisors of the County of Fresno

9 1380 N. Hulbert Ave.  
10 Fresno, CA 93728

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

14 By:   
15 Deputy

16 For accounting use only:

17 Org No.: 8935  
18 Account No.: 7220  
19 Fund No.: 1045  
20 Subclass No.: 10000  
21  
22  
23  
24  
25  
26  
27  
28

# Exhibit A

## Scope of Services

1  
2       **A.1. Notice to Proceed.** County shall issue a Notice to Proceed for each Project,  
3 mutually specified by the Parties, and shall issue any required subsequent Change Requests for  
4 each Project.

5       **A.2. Change Requests.** Any Change Request to a Project will be jointly reviewed by  
6 the County and Contractor and will be executed upon mutual approval.

7       **A.3. Services.** Contractor shall provide the following maintenance, inspection,  
8 inventory, and minor repair services for fire pumps and fire suppression systems in County-  
9 occupied buildings. Services include, but are not limited to:

- 10           1. Perform annual inspections per National Fire Protection Association (NFPA) 25.  
11            Inspections include the following items from the Fire System Inspection Legend  
12            listed in Section III of this Exhibit A: items #1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, and 16.
- 13           2. Perform five (5)-year inspections per NFPA 25. Inspection includes items #1, 2,  
14            3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 and 16 of the Fire Sprinkler Inspection  
15            Legend.
- 16           3. Perform quarterly inspections per NFPA 25. Inspection includes item #10 of the  
17            Fire Sprinkler Inspection Legend.
- 18           4. Perform any repairs from Inspections that have been performed or any  
19            Emergency Calls that require repairs.
- 20           5. Perform Monthly Electric Fire Pump Test and Weekly Diesel Fire Pump Test.
- 21           6. Contractor shall keep track of all inspections completed and shall notify the  
22            County when a building is needing an inspection performed. Any buildings that  
23            we have not done before shall not be part of this list and will require the County  
24            to contact Contractor of the inspections that are needed. Once performed,  
25            Contractor shall add to the list of inspections.

26       **A.4. Exclusions.**

- 27           1. All modifications and/or repairs to the fire sprinkler system other than those  
28            specified in this Exhibit A.

## Exhibit A

- 1 2. Painting masking, cutting and patching, alarm or detection repairs, gauges,  
2 Central Station (supervisory) alarm service.
- 3 3. Building structural or structural load calculations.
- 4 4. Permits.
- 5 5. Electrical wiring, conduit and all related electrical work.
- 6 6. Soffiting or covering of exposed piping, ceiling removal or replacement,  
7 protection or covering of items located within the work area, repair or  
8 replacement costs of damages to walls, ceilings, carpeting, fixtures, furniture, etc.  
9 due to customer neglect of property protecting these items within the work area.
- 10 7. Overtime, weekend, holiday or shift work unless previous arrangements have  
11 been made with Contractor.

### **A.5. Fire System Inspection – Legend**

- 13 1. Main drain flow tests (static, residual).
- 14 2. Local bell tests (mechanical and electrical).
- 15 3. Control valve exercise (Post Indicator Valve (PIV), Butterfly, outside stem and  
16 yoke (OS & Y)).
- 17 4. Special systems trip tests, required annually (dry, deluge, pre-action).
- 18 5. Drain all drum drips and drain points (dry systems).
- 19 6. Fire Pump Function Inspection (electrical and diesel).
  - 20 • Diesel Pump: Check oil, check coolant, check block heater, and check  
21 batteries and connections.
  - 22 • Diesel and Electrical Pump: check pressure drop, auto and manual start  
23 modes; check packing and adjust as needed; start and run through run  
24 timer as required; and check functions of casing relief valve; adjust as  
25 needed.
  - 26 • Jockey Pump: Check pressure drop, auto and manual run modes.
- 27 7. Fire pump performance test, required annually (electrical and diesel).
- 28 8. Flow test fire hydrants.

## Exhibit A

- 1 9. Flow test wet or combined standpipes.
- 2 10. Walk-through inspection of entire system.
- 3 11. Sample testing of foam system.
- 4 12. Backflush Fire Department Connect (FDC).
- 5 13. Obstruction investigation.
- 6 14. Replace all quarter-inch (1/4") air/water pressure gauges on five (5)-year
- 7 inspections only.
- 8 15. Provide all required paperwork to the County; Contractor shall retain copies of
- 9 paperwork.
- 10 16. Perform water flow and tamper test on all alarmed devices.

11 **A.6. Service Locations.** Contractor shall perform services at the following listed  
12 County buildings.

Location	Address
317 - Main Mental Health	4441 E. Kings Canyon Rd. Fresno, CA 93702
802 - Woodward Branch Library	944 E. Perrin Ave. Fresno, CA 93720
319 - Psychiatric Health Facility	4411 E. Kings Canyon Rd. Fresno, CA 93702
330 - CRT	496 S. Barton Fresno, CA 93702
333 - Modular Unit B	4417 E. Inyo Ave. Fresno, CA 93702
621 - Graphic Communications	844 Van Ness Ave. Fresno, CA 93721
334 - Modular Unit C	4445 E. Inyo Ave. Fresno, CA 93702
433 - Radio Shop	4551 E. Hamilton Ave. Fresno, CA 93702
438 - Agriculture Commissioner	1730 S. Maple Ave. Fresno, CA 93702
332 - Modular Unit A	4409 E. Inyo Ave. Fresno, CA 93702
313 - Commissary	4449 E. Kings Canyon Rd. Fresno, CA 93702
437 - Elections	4525 E. Hamilton Ave. Fresno, CA 93702

## Exhibit A

Location	Address
649 - ISD	333 W. Pontiac Way Clovis, CA 93612
610 - Plaza	2220 Tulare St. Fresno, CA 93721
658 - Sierra (HAWC)	1925 E. Dakota Ave. Fresno, CA 93726
1825 - Betty Rodriguez Library	3040 N. Cedar Ave. Fresno, CA 93726
800 - Central Library	2420 Mariposa Fresno, CA 93721
308 - Laundry	445 S. Cedar Ave. Fresno, CA 93702
321 through 325 - UMC Hosp	445 S. Cedar Ave. Fresno, CA 93702
326 - Modular Unit	445 S. Cedar Ave. Fresno, CA 93702
336 - Modular Unit F	4463 E. Kings Canyon Rd. Fresno, CA 93702
699 - EMS Clovis	N/A
435 - Dispatch Building	4555 E. Hamilton Ave. Fresno, CA 93702
863 - Rowell Building	2100 Tulare St Fresno, CA 93721
603 - Hall of Records	2281 Tulare St. Fresno, CA 93721
611 & 612 - Brix/Mercer	1221 Fulton Mall Fresno, CA 93721
607 - Main Jail	1225 M St Fresno, CA 93721
608 - North Annex Jail	1265 M St Fresno, CA 93721
606 - West Annex Jail	1225 M St Fresno, CA 93721
605 - South Annex Jail	2204 Fresno St Fresno, CA 93721
604 - Sheriff's Administration Building	2200 Fresno St Fresno, CA 93721
864 - Crocker	2135 Fresno St Fresno, CA 93721
630 - Central Kitchen	200 H Street Fresno, CA 93721

## Exhibit A

Location	Address
642 - Recorder Building	1250 Van Ness Ave Fresno, CA 93721
701 through 712 - JJC Campus	3333 E. American Ave Fresno, CA 93725
716 - County Coroner	3150 E. Jefferson Ave Fresno, CA 93725

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



# Exhibit B

## Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

	Labor Category	Rate Per Hour
1	Regular Time (Monday – Friday, 8 a.m. – 5 p.m.)	\$125.00
2	Overtime (applies to hours worked the same day beyond eight (8) hours and Saturdays – All Day)	\$187.00
3	Premium Time (Sundays and Union Holidays (e.g. Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas)	\$250.00

## Exhibit C

### Self-Dealing Transaction Disclosure Form

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

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

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

#### Instructions

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

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

## Exhibit C

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

# Exhibit D

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, 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 D

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.
  - (v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
  - (vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (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

## Exhibit D

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 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.



**Subject: Hostage Situations**

**Policy Number: 326.0**

**Page: 1 of 2**

**Date Originated: April 1, 2004**

**Date Revised: February 1, 2008**

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

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

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

## **I. HOSTAGE SITUATION PROCEDURES**

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

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

---

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

**II. PARENTAL AND MEDIA INFORMATION**

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

**III. SECURITY AND OPERATIONAL REVIEW**

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



## Vendors, Volunteers and Student Interns

### 308.1 PURPOSE AND SCOPE

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

#### 308.1.1 DEFINITIONS

Definitions related to this policy include:

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

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

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

### 308.2 POLICY

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

### 308.3 ELIGIBILITY

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

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

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

*Vendors, Volunteers and Student Interns*

---

**308.4 RECRUITMENT, SELECTION, AND APPOINTMENT**

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

**308.4.1 RECRUITMENT**

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

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

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

**308.4.2 SELECTION**

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

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

**308.4.3 APPOINTMENT**

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

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

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

**308.5 IDENTIFICATION**

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

## *Vendors, Volunteers and Student Interns*

---

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

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

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

### **308.7 PERSONNEL UNIT**

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

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

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

### **308.8 DUTIES AND RESPONSIBILITIES**

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

#### **308.8.1 COMPLIANCE**

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

## *Vendors, Volunteers and Student Interns*

---

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

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

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

### **308.9 TASK SPECIFIC TRAINING**

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

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

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

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

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

#### **308.9.1 STATE REQUIREMENTS**

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

### **308.10 SUPERVISION**

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

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

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

## *Vendors, Volunteers and Student Interns*

---

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

### 308.10.1 EVALUATIONS

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

### 308.10.2 FITNESS FOR DUTY

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

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

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

### 308.11 INFORMATION ACCESS

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

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

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

*Vendors, Volunteers and Student Interns*

---

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

**308.11.1 RADIO AND DATABASE ACCESS USAGE**

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

**308.12 EQUIPMENT**

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

**308.13 TERMINATION OF SERVICES**

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

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

**308.14 ISSUED DATE**

- 02/18/2022

## THE PRISON RAPE ELIMINATION (PREA) ACT

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

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

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

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

## BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

### Background Investigations

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

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

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

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

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

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



Identification (ID) Badges

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

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