

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated October 7, 2025 ("Approval Date") and is between M. Arthur Gensler Jr. & Associates, Inc., a California corporation ("Consultant"), and the County of Fresno, a political subdivision of the State of California ("County").

### Recitals

A. The County, on behalf of its County Administrative Office ("CAO Office") and General Services Department ("GSD"), requires services from a qualified firm to prepare a County Facilities Master Plan to guide the development and assessment of County properties over the next ten-year timeframe.

B. The County issued Request for Proposal ("RFP") No. 25-029 on December 6, 2024, with a close date of February 21, 2025, which solicited bids for a County Facilities Master Plan Consultant.

C. The County received four qualified proposals, conducted evaluations of all submissions, and determined that the Consultant was the most responsive and responsible bidder whose proposal was most advantageous to the County.

D. The Consultant is qualified and willing to perform the services described in this Agreement, pursuant to the terms of this Agreement.

The parties therefore agree as follows:

### Article 1

#### Consultant's Services

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

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

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

1       **1.4     Security.**

2           (A) Security is of great concern to the County. Failure to comply with the security  
3 requirements listed below will be considered a breach of contract and may result in  
4 termination of this Agreement for default. The Consultant's personnel shall cooperate  
5 with all County security personnel at all times and shall be subject to and conform to  
6 County security rules and regulations, including, but not limited to County security rules  
7 and procedures, as detailed in Exhibits E through H, which are attached and  
8 incorporated by this reference. Any violations or disregard of these rules may be cause  
9 for denial of access to County property. The background checks required, and policies  
10 listed below, may change throughout the life of this Agreement. It is the Consultant's  
11 responsibility to request updates from the County. All of the Consultant's employees,  
12 agents, and subcontractors must read the policies listed below. Please see the following  
13 Exhibits:

- 14           • Exhibit E – Fresno County Probation Department Juvenile Justice  
15           Policy Manual
  - 16           ○ Policy 309 – Vendors, Volunteers and Student Interns
  - 17           ○ Policy 400 – Emergency Procedures – Facilities (Title 15, §1327)
- 18           • Exhibit F – The Prison Rape Elimination Act
- 19           • Exhibit G – Fresno County Sheriff's Office Jail Division Policies & Procedures  
20           – Hostage Situations
- 21           • Exhibit H – Background Investigations and Identification (ID) Badges

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

26           (C) All keys used during work shall be numbered. Each key issued shall be recorded,  
27 and its prompt return shall be strictly enforced. Duplication of any keys issued is strictly  
28

1 prohibited. These keys shall be returned to the County's representative at the end of  
2 each working day, when required.

3 (D) Some of the work to be done under this Agreement may be in secured facilities  
4 such as jails. Prior to commencement of work, the Consultant, including all subcontractor  
5 and contractors, shall obtain security clearances for all employees that will be working or  
6 making deliveries to the sites.

7 (E) When work is performed in secured facilities or when any kind of tool is brought  
8 into a secured facility, it is incumbent upon the Consultant to alert all workmen of the  
9 necessity for extreme care in accounting for, and keeping all areas free of any and all  
10 types of hand tools, power tools, small parts, scrap material, and all other materials  
11 which might be concealed upon the person of an inmate/ward/patient, at all times when  
12 such tools and materials are not used for the task at hand.

13 (F) Each work area shall be kept clean and in order both during working hours and at  
14 the completion of the working day.

## 15 **Article 2**

### 16 **County's Responsibilities**

17 2.1 The County shall provide a "County Representative" who will represent the County  
18 and who will work with the Consultant in carrying out the provisions of this Agreement. The  
19 County Representative shall be the County Administrative Officer, or their designee.

20 2.2 The County shall give prompt consideration to all matters submitted by the  
21 Consultant in order to avoid any delays in the Consultant's performance of work.

## 22 **Article 3**

### 23 **Compensation, Invoices, and Payments**

24 3.1 The County agrees to pay, and the Consultant agrees to receive, compensation for  
25 the performance of its services under this Agreement as described in Exhibit B to this  
26 Agreement, titled "Compensation."

27 3.2 **Maximum Compensation.** The maximum compensation payable to the Consultant  
28 under this Agreement is six hundred forty-two thousand, one hundred ninety-five dollars

(\$642,195) for the full one-year term of the Agreement. The Consultant acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Consultant may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Consultant further acknowledges that County employees have no authority to pay the Consultant except as expressly provided in this Agreement.

3.3 **Invoices.** The Consultant shall submit monthly invoices to the County Administrative Office at [CAOInvoices@fresnocountyca.gov](mailto:CAOInvoices@fresnocountyca.gov) or 2281 Tulare St., Suite 304, Fresno, CA 93721.

Invoices shall include the Agreement number, name and title of staff, hourly rates, hours worked, tasks performed, and any approved reimbursable expenses. The Consultant shall submit each invoice within 60 days after the month in which the Consultant 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 Consultant's address specified in the invoice.

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

3.6 **Reporting Requirements.** The Consultant shall provide the County a quarterly report including a detailed status of the project phases and estimated timelines of the deliverables stated in Exhibit A – Scope of Services and Exhibit B-1 – Tasks and Deliverables Cost Worksheet.

## Article 4

## Term of Agreement

4.1 **Term.** This Agreement is effective upon the Approval Date and terminates on October 6, 2026, except as provided in Article 6, "Termination and Suspension," below.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 County Administrative Officer  
7 County of Fresno  
8 2281 Tulare St, Room 304  
9 Fresno, CA 93721  
10 Email: CAO@fresnocountyca.gov

11 **For the Consultant:**

12 Principal in Charge  
13 Kevin Rosenstein  
14 500 S Figueroa St  
15 Los Angeles, CA 90071  
16 Email: kevin\_rostein@gensler.com

17 5.2 **Change of Contact Information.** Either party may change the information in section  
18 5.1 by giving notice as provided in section 5.3.

19 5.3 **Method of Delivery.** Each notice between the County and the Consultant provided  
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
22 an overnight commercial courier service or by Portable Document Format (PDF) document  
23 attached to an email.

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

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

28 (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 Consultant, may:

- (A) Modify the services provided by the Consultant 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 Consultant. The written notice may suspend performance under this Agreement and must provide at least 30 days for the Consultant to cure the breach.

(B) If the Consultant 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 Consultant has:

- Obtained or used funds illegally or improperly;
- Failed to comply with any part of this Agreement;

- Submitted a substantially incorrect or incomplete report to the County; or
- 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 Consultant.

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 Consultant of any monies disbursed to the Consultant under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Consultant 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 Consultant, 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 Consultant's performance under this Agreement, but the County may verify that the Consultant is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Consultant has no right to employment rights or benefits available to County employees. The Consultant is solely responsible for providing to its own employees all employee benefits required by law. The Consultant shall save the County harmless from all matters relating to the payment of Consultant'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 Consultant may provide services to others unrelated to the County.

## Article 8

## Indemnity and Defense

8.1 **Indemnity.** The Consultant shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Consultant, or any third party that arise from or relate to the performance or failure to perform by the Consultant (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Consultant's obligation to indemnify and hold harmless or defend the County.

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

## Article 9

## Insurance

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

## Article 10

## Inspections, Audits, and Public Records

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

10.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds \$10,000, the Consultant is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three



1 years after final payment under this Agreement. This section survives the termination of this  
2 Agreement.

3       **10.3 Public Records.** The County is not limited in any manner with respect to its public  
4 disclosure of this Agreement or any record or data that the Consultant may provide to the  
5 County. The County's public disclosure of this Agreement or any record or data that the  
6 Consultant may provide to the County may include but is not limited to the following:

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

10              (B) The County may voluntarily, or upon request by any member of the public or  
11 governmental agency, disclose to the public or such governmental agency any record or  
12 data that the Consultant may provide to the County, unless such disclosure is prohibited  
13 by court order.

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

17              (D) This Agreement, and any record or data that the Consultant may provide to the  
18 County, is subject to public disclosure as a public record under the California Public  
19 Records Act (California Government Code, Title 1, Division 10, beginning with section  
20 7920.000) ("CPRA").

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

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

10.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Consultant's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Consultant deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Consultant. Within five business days after the County's demand, the Consultant shall (a) deliver to the County all of the requested records that are in the Consultant's possession or control, together with a written statement that the Consultant, after conducting a diligent search, has produced all requested records that are in the Consultant's possession or control, or (b) provide to the County a written statement that the Consultant, after conducting a diligent search, does not possess or control any of the requested records. The Consultant shall cooperate with the County with respect to any County demand for such records. If the Consultant 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 Consultant'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 Consultant before disclosing any record subject to the Consultant's assertion of exemption from disclosure. The Consultant shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Consultant'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 Consultant is operating as a corporation or changes its status to operate as a corporation.

11.2 **Duty to Disclose.** If any member of the Consultant'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 C 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 Consultant is a party and in which one or more of its directors, as an individual, has a material financial interest.

## Article 12

## General Terms

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

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

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

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

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

**12.6 Days.** Unless otherwise specified, “days” means calendar days.

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

1       12.8   **Severability.** If anything in this Agreement is found by a court of competent  
2 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
3 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of  
4 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
5 intent.

6       12.9   **Nondiscrimination.** During the performance of this Agreement, the Consultant shall  
7 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
8 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
9 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
10 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
11 all applicable State of California and federal statutes and regulation.

12       12.10   **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
13 of the Consultant under this Agreement on any one or more occasions is not a waiver of  
14 performance of any continuing or other obligation of the Consultant and does not prohibit  
15 enforcement by the County of any obligation on any other occasion.

16       12.11   **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
17 between the Consultant and the County with respect to the subject matter of this Agreement,  
18 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
19 publications, and understandings of any nature unless those things are expressly included in  
20 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
21 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
22 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
23 exhibits.

24       12.12   **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
25 create any rights or obligations for any person or entity except for the parties.

26       12.13   **Authorized Signature.** The Consultant represents and warrants to the County that:

27               (A) The Consultant is duly authorized and empowered to sign and perform its  
28 obligations under this Agreement.

1 (B) The individual signing this Agreement on behalf of the Consultant is duly  
2 authorized to do so and his or her signature on this Agreement legally binds the  
3 Consultant to the terms of this Agreement.

4 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
5 electronic signature as provided in this section.

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

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

16 (C) The provisions of this section satisfy the requirements of Civil Code section  
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
18 Part 2, Title 2.5, beginning with section 1633.1).

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

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

26 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
27 original, and all of which together constitute this Agreement.  
28

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

2 M. ARTHUR GENSLE JR. & ASSOCIATES, COUNTY OF FRESNO  
3 INC.

4 Kevin Rosenstein

5 Kevin Rosenstein (Sep 25, 2025 16:28:17 PDT)

Kevin Rosenstein, Principal in Charge

6 500 S. Figueroa St.  
7 Los Angeles, CA 90071

Ernest Buddy Mendes

Ernest Buddy Mendes, 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: [Signature]  
Deputy

11 For accounting use only:

12 Org No.: 8861  
13 Account No.: 7295  
14 Fund No.: 0400  
15 Subclass No.: 10061  
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## Exhibit A

### Scope of Services

The Consultant shall prepare a County Facilities Master Plan ("Plan") to guide the development and assessment of County properties over the next ten-year timeframe. Development of the Plan will be described as "the Project" in this Scope of Services. The Project will culminate in the development of a comprehensive Plan that addresses the County's current and future needs and provides for the long-term development of countywide services. The Plan shall include a comprehensive and robust evaluation of the County's space utilization and future growth demands, with a specific focus on the downtown Fresno area.

The Project shall include a comprehensive space needs assessment bifurcated into two geographic areas, as well as the development of a strategic asset management plan. The focus of the Plan will be on maximizing current spaces and reducing the County's reliance on leased properties, with consideration for the County's needs, including but not limited to: public access and customer service, grounds and site work, outdoor facilities, location of facility, public and employee safety, and list and details of potential renovations to existing County-owned properties.

The Plan shall emphasize the preservation, potential redevelopment, and/or adaptive reuse of existing facilities, while also identifying and planning for new facilities to establish the framework for meeting anticipated County facility needs into the future.

The Consultant shall be responsible for the development of a Project schedule, with review and written approval by the County in line with County policies, which focuses on critical dependencies and task timeline, including milestones listed below. The Project is anticipated to take between eight and no more than twelve months. The Project schedule updates shall be submitted with the monthly Progress Report.

The Consultant shall perform the work as detailed below, including but not limited to the following:

## Exhibit A

### **PHASE 1: PROJECT STARTUP**

Consultant shall collect and review pertinent background materials, confirm a process and data collection methodology, and create the Plan vision. The first phase will provide a mutual understanding of the process and desired outcomes and ensure that all expectations are aligned.

#### **1.1. TEAM ORGANIZATION**

The core Project leaders shall complete general project startup activities, including the identification and commitment of other individuals from the Consultant team and the County.

The following will be established in this step:

1. Gensler Project Team - including an outline of specific roles and responsibilities
2. County Project Team - the County's working team with primary responsibility for the Project, including the County's primary point of contact
3. County Steering Committee - the departmental liaisons and/or senior stakeholders with whom Consultant will conduct working sessions throughout the Project, as well as from whom Consultant may collect and qualify macro level data.

#### **1.2. BACKGROUND MATERIALS COLLECTION**

Working with the County's Project Team, Consultant shall collect relevant background materials and critical data for review and use throughout the Project. Methodologies for acquiring requested data not immediately at hand will be discussed during the Kickoff Meeting (Task 1.3). Consultant shall request materials including, but not limited to:

##### **General Information**

- a. Previous County strategic plans;
- b. Department organization charts and mission statements;
- c. 5-year historic headcount and square footages by department;
- d. County budgets for the last 10 years;
- e. Current approved budget;
- f. Previous related studies and reports;
- g. Space standards (current and discontinued);



## Exhibit A

- h. Real estate indebtedness information;
- i. Floor plans, Computer Aided Design (CAD) or hard copy format (as needed);
- j. Site maps, surveys and aerial photos, as available;
- k. Geographic Information System (GIS) data files;
- l. Public Health/Social Services customer home address information (anonymous, for GIS analysis); and
- m. Employee home address information (anonymous, for GIS analysis).

### Facilities Information

- a. Current department occupancy by facility (to be validated with departments during Consultant's Data Collection phase);
- b. Operating costs by facility (janitorial, utilities, debt, etc.);
- c. Existing appraisals and valuations of owned facilities;
- d. Parking: financial, real estate, and debt information; stall counts;
- e. Lease documentation for facilities and parking (existing and projected rent and cost schedule, length of term, number of parking spaces, etc.); and
- f. Facilities condition assessment information.

### **1.3. KICK-OFF MEETING**

Consultant shall conduct a Kick-Off Meeting with the County's Project team. The purpose of the meeting is to introduce key personnel, confirm the overall Project approach, and facilitate a discussion of the principal goals. Specific activities include reviewing and confirming the following:

- a. Consensus on Project goals, conditions, and priority issues;
- b. Project team roles and responsibilities;
- c. Project management review meeting schedule (e.g., biweekly meetings) and quality assurance tasks;
- d. Scope and reach of project (i.e., within Fresno County);
- e. Data collection approach and process;
- f. Communication channels;

## Exhibit A

- g. Key Project deadlines and milestones;
- h. Project deliverables;
- i. County Steering Committee member confirmation;
- j. Baseline planning assumptions; and
- k. Frequency of requested Executive Summaries.

### **1.4. COUNTY STEERING COMMITTEE WORKSHOP #1 - PROJECT STRATEGIES AND VISION**

Once the Project process is finalized, Consultant shall facilitate a virtual Project Strategies Workshop with the County Steering Committee to discuss the overall potential of the Project and build consensus among key participants and establish a shared vision and a clear understanding of roles, responsibilities, and expectations for the broader Project team and their respective departments. The workshop will serve to align the County Project Team and County Steering Committee visions for the Project goals, objectives, process, and outcome. The following may be discussed:

- a. Explain the overall Project, the research process, and expected final outcome;
- b. Set expectations for the required level of County involvement;
- c. Discuss the key issues that County and individual departments are facing (i.e., growth/real estate development requirements, client service delivery changes/challenges, budget deficits/constraints, regulatory requirements, overcrowding/underutilization, parking, technology changes, etc.); and
- d. Establish preliminary guiding principles for the Strategic Facilities Plan and overall goals for the Project.

### **PHASE 2: DATA COLLECTION**

#### **2.1 EMPLOYEE SURVEY (WORKPLACE PERFORMANCE INDEX)**

Consultant shall administer an online Workplace Performance Survey to County employees (or a subset thereof) to assess how the County employee workplace does and does not support employee functional needs, both in the office and while working out of the office.

## Exhibit A

Data collected will be compared against Consultant's benchmark database to evaluate performance relative to other organizations. Survey results will inform planning and recommendations related to the future of the County's workplace.

### 2.2 DEPARTMENT QUESTIONNAIRE

Consultant shall issue an electronic questionnaire to a representative from each department who is well versed in the quantitative aspects of their respective space and facilities.

The questions posed will focus on such issues as:

- a. Department's function and mission;
- b. Key workload indicators/drivers;
- c. Projected departmental growth;
- d. Primary locational requirements;
- e. Access / circulation / security needs;
- f. Critical adjacencies with other departments;
- g. Client/visitor requirements;
- h. Ability for staff to work remotely;
- i. Ability to deliver services remotely;
- j. File storage / record management;
- k. Meeting & support space requirements;
- l. Parking – staff & public; and
- m. Pressing/critical issues at the facility level.

Once the questionnaires are completed and returned, Consultant shall conduct follow-up meetings with each representative to review the results and discuss any key issues in more detail (described in the next task).

### 2.3 SENIOR DEPARTMENT LEADERSHIP INTERVIEWS (UP TO 25)

Consultant shall conduct face-to-face or virtual interviews with key department leaders to review the completed questionnaires and discuss high-level qualitative issues. Topics will include:

- a. Overview and background of department and its mission;

## Exhibit A

- b. External and internal factors that may drive change in the future;
- c. New organizational and/or business process initiatives being implemented to improve customer service and department performance;
- d. Planned development projects;
- e. Major facilities challenges attendant to space, parking, storage, technology, costs, etc.;
- f. Collocation opportunities and challenges, centralization vs. decentralization, etc.; and
- g. Review and clarification of questionnaire responses.

### **2.4 SITE TOURS**

Consultant shall conduct tours of facilities identified by the County to validate layout efficiencies, suitability for the current user, technology, vacancy, overcrowding, storage, and other relevant factors. Consultant shall review any available floor plans along with building condition assessment information provided by the County. Results of assessments shall be factored into Consultant's options and recommendations.

### **2.5 BENCHMARKING**

Consultant shall analyze recent data from comparable organizations to identify trends in space standards and utilization. This analysis shall inform the development of macro space standards and projection for future space needs.

## **PHASE 3: ANALYSIS & FINDINGS**

Upon completion of the data collection phase, Consultant shall synthesize the information and conduct a series of interactive work sessions with internal staff and County representatives. These sessions shall be designed to review findings, address key issues, and solicit input to refine recommendations.

### **3.1 SERVICE POPULATION AND EMPLOYMENT GROWTH FORECASTS**

Consultant shall conduct a demographic analysis of the service population to identify trends that may impact future staffing levels in relation to population and employment growth, analyzing statistical patterns, and preparing long-term projections. Consultants shall coordinate

## Exhibit A

with the County to align assumptions for future staffing needs by department of service function. The analysis shall include a fixed versus variable staffing trends based on population and employment changes.

### 3.2 MACRO SPACE PROJECTIONS

Consultant shall compare the projected growth trends derived from demographic analysis with departmental headcount projections collected through questionnaires. Discrepancies shall be reviewed and resolved through a facilitated Findings Workshop with the County. Consultant shall apply agreed-upon macro space standards to forecast future square footage needs. If current macro space standards are outdated or unavailable, Consultant shall develop updated standard based on industry benchmarks and emerging trends.

### 3.3 EMPLOYEE COMMUTE ANALYSIS

Consultant shall analyze de-personalized employee home address/zip code information (maintaining all necessary confidentiality requirements) using GIS technology to determine existing commute patterns to employee work locations. This analysis will help inform the location of potential new facilities, if any.

### 3.4 CASELOAD DENSITY ANALYSIS

Consultant shall prepare a caseload density map utilizing caseload data provided by the County for its client-facing Public Health and Social Services locations to help determine if there are any areas within Fresno County where services or facilities are in short supply, as well as the likely commute patterns for clients needing to visit County facilities to receive services. Where applicable, mapping and analysis shall incorporate external factors, such as regional demographic shifts and existing/planned public transportation corridors. While virtual service delivery is increasing, Consultant acknowledges that client proximity remains a critical factor in service planning. The Consultant shall analyze client distribution data provided by the County to support consolidation or relocation considerations. The County may provide caseload data as anonymous customer address points or as a larger geographic unit (e.g., zip code, census track, census block, etc.).

## Exhibit A

### 3.5 DEMAND AND SUPPLY GAP ANALYSIS

Consultant shall outline the gaps between the existing County supply of facilities and the demands for space dictated by department operations and growth. Consultant's analysis shall be one of the key drivers in determining the future direction of the County portfolio as Consultant develops master planning options in the next phase. Consultant shall also evaluate the potential impact of continued work from home post-pandemic, and how that impacts the amount of space required to house County employees.

### 3.6 OCCUPANCY COST ANALYSIS

A base case, status quo model of current "occupancy costs" shall be developed by Consultant to include utility expenses, maintenance and janitorial costs, insurance costs, replacement reserves, debt service or bond payments, and rent for County facilities. The analysis will provide a baseline on which to compare the alternative future state scenarios developed in the next phase. The costs will be expressed in inflation-adjusted dollars relative to historical headcounts and the occupied building space (e.g., costs per workstation, per square foot as well as total costs by type of facility and department/function). Projected lease costs will be estimated based on information about terms of leases on the assumption they are maintained. The alternative case analysis performed later in the study will include an identification of the effect on occupancy costs of realigning the County's portfolio through expansions, consolidations, and relocations.

### 3.7 DISPOSITION ANALYSIS

Consultant shall complete the following principal tasks on up to three County-owned sites/properties on or near Courthouse Park in order to evaluate the adaptive re-use and redevelopment disposition potential of County-owned sites determined to not be needed for County functions. Additional properties may be evaluated as Project progresses, as agreed in writing by the County and Consultant.

## **Exhibit A**

### **3.7.A POTENTIAL USE OPTIONS**

Consultant shall confer with County and other stakeholders as relevant to hypothesize new use options and potential disposition for re-use of buildings or demolition and new construction or other forms of redevelopment. Consultant shall identify pertinent policies and regulations that would govern the amount and type of space that could be created. Consultant shall conduct preliminary due diligence to identify physical conditions, utilities etc. that would influence how much and what type of space could be created.

### **3.7.B MARKET STUDIES**

Consultant shall conduct market studies to forecast likely demand for relevant uses of County-owned properties determined to no longer be needed for County functions. For all uses, Consultant shall draw on local insight by interviewing knowledgeable individuals and study local and regional data on employment, population, and development trends. The market analysis shall identify the market niches generating demand and the type of products that are most needed and are likely to be profitable.

### **3.7.C ALTERNATIVE DEVELOPMENT OPTIONS**

Consultant shall prepare conceptual reuse alternatives for the County-owned sites identified in the previous task. Where applicable, Consultant shall identify potential approximate building sizes and parking requirements to inform redevelopment costs.

### **3.7.D LAND VALUE/REVENUE GENERATION ESTIMATES**

Consultant shall estimate the feasibility and land/building value that would be supported by each of the development options identified in the previous task. For each scenario, the estimated costs of adaptive re-use or redevelopment will be considered along with annual operating costs, income producing rents or sales prices. Forecasted absorption factors will also be considered to synthesize the real estate economics of each re-use or redevelopment option.

### **3.7.E PREFERRED DISPOSITION STRATEGY**

Consultant shall synthesize the tasks outlined above to identify the preferred redevelopment/re-use options and disposition marketing strategies. For each alternative, Consultant shall evaluate associated advantages and disadvantages, including potential trade-

## Exhibit A

offs related to regulatory timelines, marketability, and strategic sequencing. Consultant shall assess the appropriateness of marketing individual sites at specific intervals and may recommend the issuance of “Requests for Proposals” to various target user and developer/investor markets, subject to any applicable legal constraints. Consultant may present multiple development scenarios in recognition of market, financial, political perspectives.

Consultant’s strategy shall demonstrate potential value based on feasible land use and civic goals, allowing flexibility for developers to propose enhancements. This approach is intended to maximize bidder interest and optimize both economic and community outcomes.

### **3.7.F PROPERTY DISPOSAL POLICY**

Consultant shall develop and recommend a property disposal policy along with a preliminary ranking of the sites for their disposition value potential and identification of next steps in the planning and implementation of the dispositions that will also reflect the constraints of the Surplus Land Act and the Government Code.

### **3.8. ADDITIONAL FACILITIES MASTER PLAN RESEARCH AND SYNTHESIS**

Consultant shall synthesize findings from prior tasks to inform the ongoing analysis. As part of this activity, Consultant shall incorporate relevant insights gathered to date and augment the analysis with additional on-site reconnaissance at County facilities, with specific departments or in further researching relevant workplace and service delivery trends.

### **3.9 COUNTY STEERING COMMITTEE WORKSHOP #2: FINDINGS**

Consultant shall facilitate a second meeting with the Steering Committee to present findings culled from the activities to date. The meeting shall focus on the current supply of County facilities, the demand for space based on Consultant surveys and interviews, and the gap between supply and demand, expressed as facility needs. Input gathered during this meeting shall inform the development of options and scenarios in the subsequent project phase.



## Exhibit A

### **PHASE 4: OPTIONS DEVELOPMENT**

Consultant shall develop the framework for the Plan by synthesizing data and findings from all preceding tasks. This phase will serve as the basis for generating informed recommendations and scenarios development aligned with the project's goals and objectives.

#### **4.1 DEVELOP SUITABLE ALTERNATIVES**

Consultant shall develop up to three (3) comprehensive planning scenarios for County - owned properties. Scenarios shall address site conditions, service delivery models, programmatic requirements, and facility-related considerations, and shall be informed by feedback obtained during the second Steering Committee Workshop. Each scenario shall illustrate projected staff growth, associated space requirements, key adjacencies and separations, infrastructure needs, and parking capacity through a series of summary diagrams reflecting both existing conditions and anticipated development across a ten-year planning horizon.

Consultant shall also identify any land or facilities that are not currently projected to be needed for use by County departments. This task will also include preliminary planning for potential new County Administration and Sheriff headquarters buildings in the Downtown Fresno area, as well as relevant facilities in the "Outlying County Areas." The following aspects will be considered:

- a. Potential new building location(s);
- b. Parking requirements;
- c. Facility conditions;
- d. Security needs;
- e. Potential "hybrid" work model;
- f. Current and projected space needs;
- g. Current space utilization;
- h. Customer service and office locations;
- i. Organizational and cultural drivers;
- j. Departmental adjacencies;

## Exhibit A

- k. Service delivery geography;
- l. Staff retention and recruitment;
- m. Sustainable strategies; and
- n. Quality of the workspace.

The planning scenarios shall reflect functional needs, fiscal constraints, and the planning and development principles established in earlier phases of the engagement. Each scenario shall incorporate considerations related to funding source limitations, project departmental growth, and operational priorities. Consultant shall concurrently evaluate opportunities for workforce accommodation, department consolidation, collocation potential, future service delivery models, parking adequacy, and other facility-related operational needs.

### **4.2 ROUGH ORDER OF MAGNITUDE CONSTRUCTION COST ESTIMATES**

Consultant shall develop high-level construction cost estimates for the master plan scenarios being put forward for consideration. Cost shall include demolition, site clearance, hard construction, soft costs, and contingencies.

### **4.3 FUNDING STRATEGIES**

Consultant shall confer with appropriate County representatives to identify the potential for utilizing debt financing, certificates of participation, or public-private partnerships for funding the future state scenarios, which could include any combination of facility renovations, new construction, expansion, or purchase of existing land and facilities. Consultant shall identify the timing and financing techniques and funding sources necessary to implement the recommended Plan alternatives. Consultant's approach shall be able to create a quantitative/qualitative matrix to evaluate the advantages and disadvantages of each strategic funding option from which to select the optimal viable strategies.

### **4.4 FINANCIAL ANALYSIS**

Consultant shall create an Excel-based cash flow model to quantify future occupancy costs likely to be associated with alternative lease reduction/expiration, facility renovation or construction scenarios as described in the scenarios emerging from the previous task. Future cost estimates will include both operating and capital expenditures and will reflect debt financing

## Exhibit A

assumptions to be developed in consultation with County staff and/or public finance advisors, as applicable. A comparison between the “base case” occupancy costs (i.e., status-quo) developed in the previous phase to alternative scenarios will identify areas of potential savings or increased expenditure. The financial analysis shall also help to identify future capital funding requirements and the impacts of differing financing or delivery arrangements (e.g., bond issues, certificates for participation, sale-leaseback). The alternative scenarios and comparison to the base case will also reflect potential revenue generation or reduction in operating and capital costs attributable to the disposition and redevelopment of properties no longer needed to house County workers or functions.

### **4.5 COUNTY STEERING COMMITTEE WORKSHOP #3: OPTIONS REVIEW**

Consultant shall facilitate a third meeting with the County Steering Committee to evaluate alternative real estate planning scenarios. Consultant shall coordinate with the County to determine the appropriate and desired level of County involvement in narrowing the list of options.

### **PHASE 5: FINAL DOCUMENTATION**

All reports prepared by Consultant shall be delivered as an Adobe PDF file, enabling the County to produce hard copies as needed. Consultant shall also deliver relevant Excel files, GIS datasets, and other documents created for this Project, as requested.

### **5.1 DRAFT FACILITIES MASTER PLAN REPORT**

Consultant shall document the feedback from the previous Workshop #3 to develop a Draft Plan Report (“Draft Report”) for the County to review. The Draft Report shall address, among other items, the following:

- a. Current and Projected Space Needs;
- b. Customer Service and Office Locations;
- c. Existing Facility Conditions;
- d. Organizational and Cultural Drivers;
- e. Departmental Adjacencies;

## Exhibit A

- f. Service Delivery Geography;
- g. Staff Retention and Recruitment;
- h. Quality of the Workspace;
- i. County Demographic Changes;
- j. Current and Projected Occupancy Costs;
- k. Real Estate Markets and the Economy;
- l. Due Diligence Concerns;
- m. Financial Considerations; and
- n. Land Consolidation.

### 5.2 FINAL FACILITIES MASTER PLAN REPORT

After review by the County, Consultant shall revise the Draft Report to include all feedback and comments and develop a Final Plan which shall include:

- a. Executive Summary;
- b. Project/Process Narrative;
- c. Planning and Development Principles;
- d. Existing Conditions summary;
- e. Program Requirements;
- f. Options and Recommendations;
- g. Financial Analysis;
- h. Development Guidelines/Criteria; and
- i. Costs

### 5.3 IMPLEMENTATION GUIDE

Included in the Final Plan will be a discussion of the activities associated with implementing the Plan that shall inform the County's capital improvements planning, including:

- a. An implementation timeline, summarizing activities and potential future expenditures;
- b. Development priorities, reflective of those identified by the County; and
- c. Change management activities to consider.

## Exhibit A

### 5.4 BOARD OF SUPERVISORS PRESENTATION DOCUMENT

Consultant shall prepare an Executive Summary document that distills the Plan process, key findings, and recommendations into a presentation deemed suitable by the County, but not to exceed 30 minutes. Consultant shall present the Final Plan to the Board of Supervisors upon request by the County.

### 5.5 PROJECT SCHEDULE AND DELIVERABLES

Consultant shall complete the Project according to the following milestone schedule. This schedule establishes baseline target dates for project deliverables.

Consultant acknowledges that final review period, County Steering Committee availability, Board of Supervisor's meeting dates, or unforeseen County administrative delays may impact the Project schedule:

Milestone	Phase	Description	Target Completion
1	1	Project Startup	Within 30 days
2	2	Data Collection	Within 75 days
3	3	Analysis & Findings	Within 150 days
4	4	Options Development	Within 210 days
5a	5	Draft Submission and Finalization	Within 210 days
5b	5	Presentation to Board of Supervisors	Within 270 days
6		Contract Closeout	Within 365 days

### 5.6 KEY PERSONNEL AND SUBCONSULTANTS

The Consultant shall assign the following key personnel ("Key Personnel") to this project:

- a. Kevin Rosenstein, Principal in Charge
- b. Paul Natzke, Project Director
- c. Doug Hund, Strategy Lead

The Consultant shall also utilize the following subconsultants, who are also Key Personnel, in performance of this Project:

1. Gruen Gruen + Associates LLC, economic analysis

Key Personnel from subconsultant include:

- a. Aaron Gruen, Esq., Founding Principal Economist
- b. Debra Jean, Principal Economist

## Exhibit A

1 c. Andrew Ratchford, Senior Economist

2 2. KPJ Consulting, cost estimating

3 Key Personnel from subconsultant include:

4 a. Phillip Mathur, Senior Cost Estimator/Principal

5 3. Asset Strategies, real estate strategy

6 Key personnel from subconsultant include:

7 a. Judith Frank, Real Estate Strategist/Principal

8 Consultant shall submit a written request to the County for any proposed substitution or  
9 reassignment of the named Key Personnel, whether employed by the Consultant or a

10 subconsultant. No substitution or reassignment of Key Personnel shall be made without the

11 County's prior written approval from the County Administrative Officer or their designee.

12 Substitute personnel must possess qualifications and experience substantially equivalent to

13 those of the Key Personnel being replaced. The Consultant may assign additional support staff,

14 including staff from subconsultants, provided such personnel do not replace or perform in lieu of

15 the Key Personnel named in this Agreement.

### 16 **5.7 MODIFICATIONS TO APPROACH**

17 The County may direct reasonable modifications to the Consultant's proposed  
18 methodology, work plan, or task sequencing as necessary to better meet Project objectives.

19 Such modifications shall not be considered a change in scope or grounds for additional  
20 compensation, provided they do not materially increase the overall level of effort.

### 21 **5.8 WORK AUTHORIZATION REQUIREMENT**

22 The Consultant shall not perform any work outside this Scope of Work or incur any costs  
23 beyond those authorized in Exhibit B and Exhibit B-1 without prior written approval from the  
24 County.

### 25 **5.9 OWNERSHIP OF WORK PRODUCT**

26 All reports, analyses, drawings, models, data, presentation, and other material  
27 developed by the Consultant and subconsultants under this Agreement shall become the  
28

## Exhibit A

property of the County upon completion of the Project. The County shall have full unrestricted rights to use, reproduce, modify, distribute, and publish all such work products for any purpose.

### 5.10 CONFIDENTIALITY OF DATA

The Consultant agrees to maintain the confidentiality of all non-public data, records, documents, and other information received, developed, or generated in connection with this Agreement, including but not limited to personnel information, proprietary agency materials, internal communications, and sensitive operational data ("Confidential Information").

The Consultant shall not disclose, release, or disseminate such Confidential Information to any third party without the prior written consent of the County, except as may be required by law. The Consultant shall ensure that its employees, subcontractors, and agents are bound by confidentiality obligations no less restrictive than those contained herein.

## Exhibit B

The total compensation for all services performed by Consultant under this Agreement shall not exceed \$642,195, inclusive of all labor charges and reimbursable expenses. This is a not-to-exceed amount, and includes all services, labor, materials, overhead, and approved reimbursable expenses.

Compensation for services shall be based on the actual hours worked by Consultant and its approved subcontractors billed at the hourly rates set below. Only actual, reasonable, and necessary out-of-pocket expenses directly related to the execution of the Scope of Services will be considered for reimbursement.

The County may adjust the allocation of funds between labor costs and reimbursable expenses, provided the maximum Agreement amount of \$642,195 is not exceeded. In no event shall reimbursable expenses exceed \$10,000.

The County shall withhold, from each invoiced payment amount to the Consultant, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the County and only released to the Consultant upon the County's determination that the Consultant has satisfactorily completed all of the required services and fulfilled all terms of the Agreement.

Staff Title	Rate (\$/hr)	# Hours	Total Cost
<b>GENSLER</b>			
Principal In Charge	\$350	65	\$22,750
Project Director	\$300	159	\$47,700
Project Manager	\$250	364	\$91,000
Senior Strategist	\$200	638	\$127,600
Analyst	\$175	992	\$173,600
GIS Support	\$175	48	\$8,400
<b>Gensler Totals</b>		<b>2,266</b>	<b>\$471,050</b>
<b>GRUEN GRUEN + ASSOCIATES</b>			
Principal	\$325	173	\$56,225
Senior Analyst	\$220	276	\$60,720
<b>GG+A Totals</b>		<b>449</b>	<b>\$116,945</b>
<b>KPJ CONSULTING</b>	<b>\$195</b>	<b>110</b>	<b>\$21,450</b>
<b>ASSET STRATEGIES</b>	<b>\$250</b>	<b>91</b>	<b>\$22,750</b>
<b>TEAM TOTALS</b>		<b>2,916</b>	<b>\$632,195</b>
Estimated Reimbursable Expenses			\$10,000
<b>TOTAL PROJECT COST</b>			<b>\$642,195</b>



## Exhibit B-1

### Task and Deliverables Cost Worksheet

The Consultant must complete the Cost Worksheet by filling in the yellow fields, and ensure that all totals sum correctly prior to submitting their Invoice. A complete Cost Worksheet includes, but is not limited to, providing the hourly rate and the number of hours for completing each of the Deliverables for the initial term of services as stated in Exhibit A-Scope of Services.

Deliverables*	Staff's Name	Staff's Role	Position Classification	Subcontracted Staff Person? (Yes or No)	Hourly Rate	Number of Hours	Term Sub Total	Estimated Completion Date (assuming a 9/23/2025 start)
Phase 1	Kevin Rosenstein	<i>Project Principal</i>	Principal in Charge	NO	\$ 350.00	10	\$ 3,500.00	
	Paul Natzke	<i>Project Director</i>	Project Director	NO	\$ 300.00	16	\$ 4,800.00	
	Michael Adkins	<i>Project Manager</i>	Project Manager	NO	\$ 250.00	16	\$ 4,000.00	
	Doug Hund	<i>Senior Strategist</i>	Senior Strategist	NO	\$ 200.00	42	\$ 8,400.00	
	Mithila Kedambadi	<i>Analyst</i>	Analyst	NO	\$ 175.00	60	\$ 10,500.00	
	Aaron Gruen	<i>Principal Analyst</i>	Principal	Yes	\$ 325.00	6	\$ 1,950.00	
	Debra Jeans	<i>Principal Economist</i>	Principal	Yes	\$ 325.00	6	\$ 1,950.00	
	Andy Ratchford	<i>Senior Analyst</i>	Senior Analyst	Yes	\$ 220.00	6	\$ 1,320.00	
	Judy Frank	<i>Real Estate Strategist</i>	Principal	Yes	\$ 250.00	5	\$ 1,250.00	
	Deliverable Phase 1 Subtotal						\$ 37,670.00	Phase 1 10/17/2025
Phase 2	Kevin Rosenstein	<i>Project Principal</i>	Principal in Charge	NO	\$ 350.00	11	\$ 3,850.00	
	Paul Natzke	<i>Project Director</i>	Project Director	NO	\$ 300.00	15	\$ 4,500.00	
	Michael Adkins	<i>Project Manager</i>	Project Manager	NO	\$ 250.00	99	\$ 24,750.00	

## Exhibit B-1

	Doug Hund	<i>Senior Strategist</i>	Senior Strategist	NO	\$ 200.00	111	\$ 22,200.00	
	Mithila Kedambadi	<i>Analyst</i>	Analyst	NO	\$ 175.00	175	\$ 30,625.00	
	Aaron Gruen	<i>Principal Analyst</i>	Principal	Yes	\$ 325.00	3	\$ 975.00	
	Debra Jeans	<i>Principal Economist</i>	Principal	Yes	\$ 325.00	3	\$ 975.00	
	Andy Ratchford	<i>Senior Analyst</i>	Senior Analyst	Yes	\$ 220.00	3	\$ 660.00	
	Judy Frank	<i>Real Estate Strategist</i>	Principal	Yes	\$ 250.00	43	\$ 10,750.00	
	<i>Deliverable Phase 2 Subtotal</i>						\$ 99,285.00	Phase2 11/21/2025
Phase 3	Kevin Rosenstein	<i>Project Principal</i>	Principal in Charge	NO	\$ 350.00	20	\$ 7,000.00	
	Paul Natzke	<i>Project Director</i>	Project Director	NO	\$ 300.00	48	\$ 14,400.00	
	Michael Adkins	<i>Project Manager</i>	Project Manager	NO	\$ 250.00	82	\$ 20,500.00	
	Doug Hund	<i>Senior Strategist</i>	Senior Strategist	NO	\$ 200.00	166	\$ 33,200.00	
	Mithila Kedambadi	<i>Analyst</i>	Analyst	NO	\$ 175.00	278	\$ 48,650.00	
	Aaron Hursey	<i>GIS Analyst</i>	GIS Analyst	NO	\$ 175.00	48	\$ 8,400.00	
	Aaron Gruen	<i>Principal Analyst</i>	Principal	Yes	\$ 325.00	54	\$ 17,550.00	
	Debra Jeans	<i>Principal Economist</i>	Principal	Yes	\$ 325.00	35	\$ 11,375.00	
	Andy Ratchford	<i>Senior Analyst</i>	Senior Analyst	Yes	\$ 220.00	200	\$ 44,000.00	
	Judy Frank	<i>Real Estate Strategist</i>	Principal	Yes	\$ 250.00	4	\$ 1,000.00	
	<i>Deliverable Phase 3 Subtotal</i>						\$ 206,075.00	Phase 3 1/31/2026

## Exhibit B-1

Phase 4	Kevin Rosenstein	<i>Project Principal</i>	Principal in Charge	NO	\$ 350.00	10	\$ 3,500.00	
	Paul Natzke	<i>Project Director</i>	Project Director	NO	\$ 300.00	44	\$ 13,200.00	
	Michael Adkins	<i>Project Manager</i>	Project Manager	NO	\$ 250.00	84	\$ 21,000.00	
	Doug Hund	<i>Senior Strategist</i>	Senior Strategist	NO	\$ 200.00	164	\$ 32,800.00	
	Mithila Kedambadi	<i>Analyst</i>	Analyst	NO	\$ 175.00	244	\$ 42,700.00	
	Aaron Gruen	<i>Principal Analyst</i>	Principal	Yes	\$ 325.00	24	\$ 7,800.00	
	Debra Jeans	<i>Principal Economist</i>	Principal	Yes	\$ 325.00	20	\$ 6,500.00	
	Andy Ratchford	<i>Senior Analyst</i>	Senior Analyst	Yes	\$ 220.00	56	\$ 12,320.00	
	Judy Frank	<i>Real Estate Strategist</i>	Principal	Yes	\$ 250.00	20	\$ 5,000.00	
	Philip Mathur	<i>Senior Cost Manager</i>	Principal	YES	\$ 195.00	110	\$ 21,450.00	
	<i>Deliverable Phase 4 Subtotal</i>						\$ 166,270	Phase 4 4/10/2026
Phase 5	Kevin Rosenstein	<i>Project Principal</i>	Principal in Charge	NO	\$ 350.00	14	\$ 4,900.00	
	Paul Natzke	<i>Project Director</i>	Project Director	NO	\$ 300.00	36	\$ 10,800.00	
	Michael Adkins	<i>Project Manager</i>	Project Manager	NO	\$ 250.00	83	\$ 20,750.00	
	Doug Hund	<i>Senior Strategist</i>	Senior Strategist	NO	\$ 200.00	155	\$ 31,000.00	
	Mithila Kedambadi	<i>Analyst</i>	Analyst	NO	\$ 175.00	235	\$ 41,125.00	
	Aaron Gruen	<i>Principal Analyst</i>	Principal	Yes	\$ 325.00	11	\$ 3,575.00	
	Debra Jeans	<i>Principal Economist</i>	Principal	Yes	\$ 325.00	11	\$ 3,575.00	

## Exhibit B-1

	Andy Ratchford	Senior Analyst	Senior Analyst	Yes	\$ 220.00	11	\$ 2,420.00	
	Judy Frank	Real Estate Strategist	Principal	Yes	\$ 250.00	19	\$ 4,750.00	
	Deliverable Phase 5 Subtotal						\$ 122,895.00	Phase 5 5/15/2026
Reimbursable Expenses (Limit \$10,000)							\$ 10,000.00	
Expenses can include (but may not be limited to) such items as travel expenses (lodging, taxi, car rental, airfare, food, etc.), plotting, printing, reproduction, etc.								
Reimbursable Expenses Subtotal Cost							\$ 10,000.00	
Subtotal Costs + Reimbursable Expenses = TOTAL COST							\$ 642,195.00	

Note: The County shall withhold, from each invoiced payment amount to the Consultant, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the County and only released to the Consultant upon the County's determination that the Consultant has satisfactorily completed all of the required services under the Agreement.

## **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

### Self-Dealing Transaction Disclosure Form

<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 Consultant or any third parties, Consultant, 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 Consultant 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 Consultant'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 Consultant 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 Consultant shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Consultant 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 Consultant shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or [HRRiskManagement@fresnocountyca.gov](mailto:HRRiskManagement@fresnocountyca.gov), and by mail or email to the person identified to receive notices under this Agreement,

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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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for



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all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

- (E) **Waiver of Subrogation.** The Consultant waives any right to recover from the County, its officers, agents, employees, and volunteers any amount paid under the policy of worker's compensation insurance required by this Agreement. The Consultant is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Consultant's waiver of subrogation under this paragraph is effective whether or not the Consultant obtains such an endorsement.
- (F) **County's Remedy for Consultant's Failure to Maintain.** If the Consultant 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 Consultant. The County may offset such charges against any amounts owed by the County to the Consultant under this Agreement.
- (G) **Subcontractor.** The Consultant shall require and verify that all subcontractors used by the Consultant to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Consultant to provide services under this Agreement using subcontractors.

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Policy

**309**

**Fresno County Probation Department**

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## **Vendors, Volunteers and Student Interns**

### **309.1 PURPOSE AND SCOPE**

This policy establishes guidelines for using Fresno County Probation Department (Department) vendors, volunteers, and student interns, to supplement and assist Department personnel in their duties. Vendors and volunteers are staff members who can augment Department personnel and help complete various tasks.

#### **309.1.1 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 the intern's field while 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.

### **309.2 POLICY**

The 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.

### **309.3 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,

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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.

#### **309.4 RECRUITMENT, SELECTION, AND APPOINTMENT**

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

##### **309.4.1 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 staff members to the Probation Human Resources 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 staff 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.

##### **309.4.2 SELECTION**

Vendor, volunteer and student intern candidates shall successfully complete the following 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.

##### **309.4.3 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.

#### **309.5 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

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Department. Necessary safety equipment will be provided.

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

#### **309.6 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 such a way that it would violate employment laws or collective bargaining agreements or memorandums of understanding (e.g., an officer participating as a student intern for reduced or no pay). Therefore, staff members shall consult with the Personnel Unit prior to allowing regular department personnel to serve in a student intern capacity (29 CFR 553.30).

#### **309.7 PROBATION HUMAN RESOURCES UNIT**

The function of the Probation Human Resources 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 Probation Human Resources Unit include but are not limited to:

- (a) Recruiting, selecting, and training qualified volunteers and student interns.
- (b) Maintaining records for each vendor, volunteer and student interns.
- (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.

#### **309.8 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.

##### **309.8.1 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 and student interns shall become thoroughly familiar with these policies and procedures 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

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personnel, it shall also apply to a vendor, 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.

#### **309.9 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 as determined by the program coordinator.

Vendors, volunteers and student interns will be provided with an orientation program to acquaint them with the policies of the Department and procedures applicable to their assignments.

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

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, officers or other full-time staff 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, whether oral or written, issued by the Department.

##### **309.9.1 STATE REQUIREMENTS**

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

#### **309.10 SUPERVISION**

Each vendor, volunteer or 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 staff members on all levels.
- (b) Ensure vendors, volunteers and student interns have work space and necessary office supplies.

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- (c)
- (d) 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.
  - (e) Ensure the work for student interns meets the needs of their educational program, while also meeting the needs of the Department.

**309.10.1 EVALUATIONS**

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

**309.10.2 FITNESS FOR DUTY**

No vendor, volunteers or student intern shall report for work or be at work when the individual 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.

**309.11 INFORMATION ACCESS**

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

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**309.11.1 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.

**309.12 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.

**309.13 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.

**309.14 ISSUED DATE**

- 02/18/2022

**309.15 REVISED DATE(S)**

- 05/02/2025

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## **Emergency Procedures - Facilities (Title 15, § 1327)**

### **400.1 PURPOSE AND SCOPE**

The purpose of this policy is to establish a plan to appropriately respond to emergencies within the facility and to ensure all affected staff members receive timely training regarding emergency response. This policy is intended to protect the community, staff members, visitors, youth, and all others who enter the Juvenile Justice Campus (JJC), while allowing the facility to fulfill its primary purpose (15 CCR 1327).

Facility emergencies related to fire will be addressed in the Fire Safety Plan Policy.

### **400.2 POLICY**

It is the policy of this Department to have emergency response plans in place to quickly and effectively respond to and minimize the severity of any emergency within the facility.

### **400.3 EMERGENCY PROCEDURES**

The Chief Probation Officer or the authorized designee shall develop, publish, and periodically review and update facility-specific policies, procedures, and emergency response plans that shall include but not be limited to (15 CCR 1327):

- (a) Escapes, disturbances, and the taking of hostages.
- (b) Civil disturbances, active shooters, and terrorist attacks.
- (c) Fire and natural disasters.
- (d) Periodic testing of emergency equipment.
- (e) Mass arrests.
- (f) Emergency evacuation of the facility (see the Emergency Evacuation Plan Policy).
- (g) A program to provide all youth supervision staff members with an annual review of emergency procedures.
- (h) Other emergencies as needs are identified.

The facility emergency response plans are intended to provide all staff members with current methods, guidelines, and training for minimizing the number and severity of emergency events that may threaten the security of the facility or compromise the safety of staff members, youth, or the community.

The emergency response plans are intended to provide information on specific assignments and



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tasks for staff members. Where appropriate, the emergency response plans will include persons and emergency departments to be notified.

The emergency response plans shall include procedures for continuing to house youth in the facility, the identification of alternative facilities outside the boundaries of the disaster or threat and the potential capacity of those facilities, youth transportation options, and contact information for allied agencies.

The emergency response plans shall be made available to all staff members, contractors, and volunteers working in the facility as needed. Confidential policies and procedures that relate to the security of the facility may be kept in a separate manual (15 CCR 1327).

#### **400.3.1 EMERGENCY SUSPENSION OF REQUIREMENTS**

The Chief Probation Officer or the authorized designee shall authorize only those regulations directly affected by the emergency to be suspended. When a suspension occurs for longer than three days, the Chief Probation Officer or the authorized designee shall notify the Board of State and Community Corrections in writing. In no event shall a suspension continue for more than 15 days without the approval of the Chairperson of the Board of State and Community Corrections for a time specified by the Chairperson (see the Emergency Suspension of Standards or Requirements attachment).

#### **400.4 LOCKDOWN**

Upon detecting any significant incident that threatens the security of the facility, such as a riot, power outage or hostage situation, staff members shall immediately notify Institutional Core Central Control (ICCC) and the Watch Commander. The Watch Commander may determine whether to order a partial or full lockdown of the facility and shall notify the Deputy Chief or the authorized designee as soon as practicable.

If a lockdown is ordered, all youth will be directed back to their housing areas. All youth in transit within the facility will either be escorted back to their housing areas or to another secure location. The Watch Commander should instruct staff members not directly involved in the lockdown to escort any visitors and nonessential contractors out of the facility.

A head count shall be immediately conducted for all youth, visitors, contractors, volunteers, and staff members. The Watch Commander shall be immediately notified of the status of the head count. If any person is unaccounted for, the Watch Commander shall direct an immediate search of the facility and notify the Chief Probation Officer or the authorized designee as soon as practicable.

All visitors and volunteers will be required to enter through the lobby and sign the visitor logbook when they enter and leave the facility. If the lobby is closed, the visitor logbook will be placed in a designated area for them to sign accordingly. ICCC shall log in all vehicles and the number of people in the vehicle. In the event the camera or speaker box is not working, the ICCC officer shall work with security officers to determine the number of people in the vehicle. When leaving the facility, the maintenance/contractor worker(s) shall call ICCC if the camera or speaker box is not working properly to inform them they are leaving the facility. The ICCC officer shall log that the maintenance/contractor(s) left the facility.

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Lockdown shall not be used as a form of punishment. It is only intended to facilitate order and maintain security of the JJC.

**400.5 HUNGER STRIKE**

Upon being made aware that one or more youth is engaging in a hunger strike, the staff member will notify the Watch Commander, who will notify the Chief Probation Officer or the authorized designee. The Chief Probation Officer or the authorized designee should evaluate the basis for the strike and seek an appropriate resolution.

The Chief Probation Officer or the authorized designee shall notify the youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) of the incident and periodically provide updates on the status of the youth.

**400.5.1 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**

The Chief Probation Officer or the authorized designee shall notify the Medical Director to review, coordinate, and document any medical actions taken, based on protocols and/or at the direction of qualified health care professionals, in response to a hunger strike.

Qualified health care professionals shall monitor the health of any youth involved in a hunger strike and make recommendations to the Chief Probation Officer or the supervisory staff member responsible for oversight of the incident.

If a youth is engaging in a hunger strike due to a mental condition, the appropriate medical protocols for mental health will be followed.

**400.5.2 RESPONSE TO HUNGER STRIKES**

Beginning at the line staff member level, a resolution to grievances shall be sought at the lowest level. The Youth Grievances Policy shall guide staff members on resolving youth grievances.

If the hunger strike remains unresolved, the Chief Probation Officer or the authorized designee may direct the appropriate staff member to observe the room area, including trash containers, of the youth involved for evidence of food items and of food hoarding.

**400.5.3 LEGAL GUIDANCE**

If attempts to resolve the grievance are unsuccessful or not reasonably possible, the Chief Probation Officer shall consider consulting with legal resources as appropriate to develop other steps to resolve the issues.

**400.6 RESPONSE TO DISTURBANCES**

Staff members shall attempt to minimize the disruption to normal facility operations caused by a disturbance by attempting to isolate and contain the disturbance to the extent possible. Staff members when applicable shall immediately notify the Chief Probation Officer through the chain of command of the incident (15 CCR 1327).

**400.6.1 NOTIFICATIONS**

The Watch Commander shall notify the Chief Probation Officer or the authorized designee of the disturbance as soon as practicable through the chain of command.

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The Chief Probation Officer or the authorized designee shall notify the involved youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) as soon as practicable (15 CCR 1327).

**400.6.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**

If medical action reasonably appears necessary, the Chief Probation Officer or the authorized designee shall notify the appropriate qualified health care professionals to review, coordinate, and document medical actions based on protocols and/or at the direction of the Medical Director (15 CCR 1327).

**400.6.3 REPORTING**

The Chief Probation Officer or the authorized designee shall order that an incident report be completed with the details of the disturbance no later than the end of the shift (see the Report Preparation Policy). If appropriate, a crime report shall be initiated, and prosecution sought (15 CCR 1327).

**400.7 RIOTS**

Riots occur when youth forcibly and/or violently take control, or disrupt in large numbers with violence or attempt to take control of any area within the Juvenile Justice Campus.

Staff members shall make reasonable attempts to prevent youth-on-youth violence but shall also take measures to avoid aggravating the problem and making the situation worse (15 CCR 1327).

**400.7.1 RESPONSE TO RIOTS**

Once the area of the disturbance is secured and isolated from other areas of the facility, time is generally on the side of officers. If possible, the process of quelling the disturbance should slow down so officers can develop response plans, ensure there are adequate facility personnel to effectively take the required actions, and ensure that responding officers are appropriately equipped with protective gear.

Officers shall evaluate their response given the totality of circumstances in any situation, but generally shall not enter the space where a riot is occurring until sufficient officers are present to safely suppress the riot. Nothing in this policy shall prohibit any staff member from assisting other staff members who are being assaulted.

Other housing units must be secured, with sufficient officers remaining at their posts to continue to supervise the unaffected units.

If officers are unable to contain, control, and resolve the riot, a request for assistance shall be made to the appropriate law enforcement agency (see the Mutual Aid section in this policy). The request shall be made by the Chief Probation Officer or the authorized designee. When the riot has been suppressed, all involved officers must immediately return to their assigned posts and normal operations should resume.

All youth who have participated in a riot shall be separated and secured as soon as practicable. If necessary, injured youth shall receive a medical evaluation and treatment. If an injured youth

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is medically cleared to remain in the Juvenile Justice Campus, the youth will be reclassified and moved to appropriate housing. If a crime has occurred with injury or death due to the riot, the Fresno Sheriffs Office shall be notified to investigate the matter (15 CCR 1327).

**400.7.2 QUALIFIED HEALTH CARE PROFESSIONAL RESPONSE**

If necessary, a Watch Commander or the authorized designee should notify the qualified health care professionals and identify a staging area for medical emergency responders and for medical triage.

The Medical Director or the authorized designee shall be included in developing the response plan as it relates to the potential for a medical response, medical triage and treatment activities, and the safety and security of medical staff members during the incident (15 CCR 1327).

**400.7.3 NOTIFICATIONS**

As soon as practicable, the Watch Commander or a responsible officer shall notify the Chief Probation Officer or the authorized designee.

The Chief Probation Officer or the authorized designee shall notify any involved youth's parent/guardian, the youth's probation officer, the local authority having supervisory jurisdiction, and the youth's social worker (if applicable) (15 CCR 1327).

**400.7.4 REPORTING**

The Chief Probation Officer or the authorized designee shall order that a report be written detailing the incident by the end of the shift (see the Report Preparation Policy) unless approved by a supervisor to be completed at a later time (15 CCR 1327).

**400.8 HOSTAGES**

The Department does not recognize the taking of hostages as a reason to relinquish control of the Juvenile Justice Campus. Signage will be posted in the lobbies, and visiting area that JJC is a no hostage facility.

It is the policy of the Fresno County Probation Department to use all available resources reasonably necessary to bring about a successful end to a hostage situation (15 CCR 1327).

**400.8.1 RESPONSE TO HOSTAGE INCIDENT**

Institutional Core Central Control (ICCC) should immediately be notified at the earliest sign of a hostage incident. Institutional Core Central Control (ICCC) shall notify the Chief Probation Officer through the chain of command as soon as practicable.

The Chief Probation Officer or the authorized designee shall make every effort to ensure that the hostage incident remains confined to the smallest area possible. All door controls accessible to youth shall be disabled. Emergency exits that lead outside the secure perimeter shall be guarded (15 CCR 1327).

**400.8.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**

At the direction of the Watch Commander or the authorized designee, the qualified health care

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professionals shall be notified in order to identify a location and form a logistical plan for medical triage. The location also shall serve as a medical staging area for other medical emergency responders (15 CCR 1327).

#### **400.8.3 HOSTAGE RESCUE**

Communications with the hostage-taker should be established as soon as practicable. The Watch Commander or the authorized designee shall document, if known, the number of hostages, any demands, and any injuries. No promises or denials will be made until a hostage negotiator arrives on scene. Hostage-taker demands for officers to open doors will not be met. A hostage rescue team should be immediately summoned, and the established protocols for resolving the situation shall be implemented. The Chief Probation Officer or the authorized designee shall be consulted regarding decisions faced by the hostage rescue team (15 CCR 1327).

#### **400.8.4 REPORTING**

Following the conclusion of a hostage incident, the Chief Probation Officer or the authorized designee shall order that an incident report be completed by the end of the shift (see the Report Preparation Policy) unless approved by as supervisor at a later time (15 CCR 1327).

#### **400.9 ESCAPES**

Upon being made aware that an escape may have occurred or did occur, the staff member shall notify the on-duty Watch Commander. The Watch Commander shall notify the Chief Probation Officer through the chain of command as soon as practicable.

Once the escape is verified and immediate actions have been taken inside the facility (e.g., lockdown), the Watch Commander should ensure that all local law enforcement agencies are notified (15 CCR 1327).

#### **400.9.1 YOUTH COUNTS**

As soon as the facility is fully locked down, a full youth head count should be taken.

All youth who are outside of the secure perimeter of the facility (e.g., court, work details) shall be located and identified. The identity of any missing youth shall be disclosed, and the youth's facility record shall be accessed by the Chief Probation Officer or the authorized designee (15 CCR 1327).

#### **400.9.2 SEARCH**

Concurrent with the lockdown, the area surrounding the facility shall be searched for the escapee. Areas where a youth may be hiding or may have discarded clothing shall be searched first. Any witnesses shall be interviewed.

Booking staff members will develop a flyer with the youth's name, description, latest picture, classification status, and charges, and supply it to other staff members and local law enforcement.

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Local law enforcement shall also be given the youth's last known address and a list of associates (15 CCR 1327).

**400.9.3 REPORTING**

Following the conclusion of an attempted escape or an escape, the Chief Probation Officer or the authorized designee shall order that an incident report be completed by the end of the shift. The incident report shall focus on events and physical plant weaknesses that contributed to the escape (see the Report Preparation Policy). The Deputy Chief shall review the reports, interview involved parties, and develop action plans to minimize the risk of future occurrences (15 CCR 1327).

**400.10 CIVIL DISTURBANCES OUTSIDE OF THE DETENTION FACILITY**

Upon being notified that Juvenile Justice Campus space will be needed in response to a civil disturbance, potentially involving mass arrests, the Watch Commander shall notify the Chief Probation Officer or the authorized designee (15 CCR 1327).

**400.11 DEBRIEFING**

All responding staff members, including medical responders, shall be debriefed, as determined by the Chief Probation Officer or the authorized designee, on serious facility emergencies as soon as practicable after the conclusion of the incident. The staff members shall examine the incident from the perspective of what worked, what actions were less than optimal, and how the response to a future incident might be improved. Depending on the degree of the situation, it may be necessary to bring in Mental Health professionals to help facilitate the debriefing to include any youth involved.

If appropriate, the details of the incident will be used to develop a training course for responding to facility disturbances. The goal of any debriefing process is continuous improvement. The debriefing shall be focused on the incident, an improved response, and systemic changes that may be required. A moderator shall ensure that no individual or group involved in the response is publicly ridiculed.

**400.12 EMERGENCY HOUSING OF YOUTH**

The Chief Probation Officer or the authorized designee shall develop a plan on the emergency housing of youth in the event of a full or partial evacuation of the facility. The plan shall address when youth should be housed in place, identification of alternate facilities and the potential capacity of those facilities, youth transportation options, and contact information for allied agencies. This plan shall be reviewed at least annually and revised if necessary.

**400.13 MUTUAL AID**

The magnitude and anticipated duration of a facility emergency may necessitate interagency cooperation and coordination. The Deputy Chief shall ensure that any required memorandums of understanding or other agreements are properly executed, and that any anticipated mutual aid is requested and facilitated for the safe keeping and transportation of youth during the facility emergency and evacuation process (see the Emergency Evacuation Policy). For a large-scale emergency response, see the Emergency Evacuation Policy and Emergency Staffing Policy.

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When another agency requests assistance from this Department, the Deputy Chief or authorized designee may authorize, if available, an appropriate number of personnel to assist. Staff members are reminded that their actions when rendering assistance must conform with applicable laws and be consistent with the policies of this Department.

When mutual aid assistance is rendered, a report shall be prepared and submitted by the handling staff member unless otherwise directed by a supervisor (15 CCR 1327).

#### **400.14 REVIEW OF EMERGENCY PROCEDURES**

The Deputy Chief shall ensure that there is a review of emergency procedures at least annually (15 CCR 1327). This review shall be documented and placed in the staff member's JJC and Departmental training file. This review should also include the signatures or initials of the staff members responsible for the review. At a minimum, the review shall include:

- (a) Assignment of staff members to specific tasks in emergency situations.
- (b) Instructions for using the alarm systems and signals.
- (c) Systems for the notification of appropriate persons outside the facility.
- (d) Information on the location and use of emergency equipment in the facility.
- (e) Description of evacuation routes and procedures.

#### **400.15 FIRE**

This Department shall identify and conform to applicable federal, state, and/or local fire safety codes, and establish a process for creating, disseminating, and training all individuals in the facility on the emergency plans for fire safety and evacuation (see the Fire and Life-Safety Policy, Juvenile Detention Manual Policy, and Fire Safety Plan Policy).

#### **400.16 NATURAL DISASTER**

The Chief Probation Officer or the authorized designee shall be prepared to operate a safe and secure facility in the event of a natural disaster emergency.

#### **400.17 OTHER TYPES OF EMERGENCIES**

Facility emergencies that could negatively affect the good order of the facility and the safety of staff members, youth, contractors, volunteers, and visitors include but are not limited to an outbreak of infectious disease, a work stoppage or strike by staff members, and other disruptions. The Chief Probation Officer or the authorized designee shall be responsible for ensuring that an appropriate facility emergency plan exists for these types of emergencies.

#### **400.18 PERIODIC TESTING OF EMERGENCY EQUIPMENT**

The Chief Probation Officer or the authorized designee is responsible for scheduled and periodic testing of emergency power systems which are completed by the Internal Services Department.

All testing and inspections shall be documented, and the results included in a report to the Deputy Chief or the authorized designee.

#### **400.19 TRAINING**

Officers shall review emergency procedures (See Emergency Procedures form located in the

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Department Case Management system) annually (15 CCR 1327). This facility will provide emergency preparedness training as part of orientation training for all staff members assigned to the facility.

On an annual basis emergency training shall occur for each shift. The assigned Watch Commander/Supervising Juvenile Correctional Officer shall document in the Watch Commander log as well as provide JJC Administration a memorandum/e-mail of what training occurred and retained in accordance with established records retention schedules.

**400.20 REFERENCES**

See Facilities Emergencies Procedure for additional guidance.

**400.21 ISSUED DATE**

- 04/17/2023



## Exhibit F

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

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

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

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

Exhibit G

FRESNO COUNTY SHERIFF'S OFFICE  
JAIL DIVISION POLICIES AND PROCEDURES

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TITLE: HOSTAGE SITUATIONS  
FILE: HOSTAGE

NO: B-130

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

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PURPOSE:

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

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POLICY:

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

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

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

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PROCEDURES:

DEFINITION

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

II. NOTIFICATIONS. CONTAINMENT AND CONTROL OF THE SITUATION

- A. Emergency procedures and notifications shall be implemented as per Emergency Planning procedures (B-101/FILE: EMERGENCY).

## Exhibit G

- 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 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

## Exhibit G

takers sparingly.

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

## Exhibit G

1. Balance the likely payoff of any behavior with the possible consequences. Hostage takers may use violence or death to teach a lesson.
  2. Realize that Central Control will not open any doors for anyone.
- D. Hostages should be aware of the "Stockholm Syndrome", whereby hostages begin to show sympathy toward their captors. Hostages who develop Stockholm Syndrome often view the captor as giving life by simply not taking it. Such hostages often misinterpret a lack of abuse as kindness and may develop feelings of appreciation for the perceived benevolence.

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

### Background Investigations

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

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

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

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

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

1. They have been convicted of a felony, or any crime involving moral turpitude, or carrying or possessing a dangerous weapon.
2. They have 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.

## Exhibit H

### Identification (ID) Badges

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

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