

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT ("Second Amendment") is made and entered into this 9th day of July, 2019 ("Effective Date"), by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and JSG Consultants, LLC, dba JSG Elevator Consultants, LLC, a Pennsylvania limited liability company, whose address is 1177 Branham Lane, #292, San Jose, CA, ("CONTRACTOR"). COUNTY and CONTRACTOR may be referred to as a "Party" or collectively as "Parties" to this Second Amendment.

WITNESSETH

WHEREAS, COUNTY and CONTRACTOR entered into Purchasing Agreement No. P-19-158-Q (the "Original Agreement"), for a total maximum compensation amount of \$80,000, effective April 1, 2019, for a one-year term, with the option for two (2) additional one-year extensions, for elevator consultant services;

WHEREAS, on June 6, 2019, a First Amendment to the Original Agreement ("First Amendment") was entered into by COUNTY and CONTRACTOR, to increase the total maximum compensation payable under the Original Agreement by \$19,000, for a total maximum compensation amount of \$99,000;

WHEREAS, the Original Agreement, together with the First Amendment, may be referred to hereafter as, "the Original Agreement, as Amended;"

WHEREAS, COUNTY desires to again amend the Original Agreement, as Amended, and convert it into a Board Agreement, in order to fulfill an increased demand for elevator consultant services for other elevator systems in properties owned by the County; and

WHEREAS, in light of the foregoing, COUNTY and CONTRACTOR now wish to enter into this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties agree that the Original Agreement, as Amended, shall be superseded and replaced in its entirety by this Second Amendment, and further agree as follows:

SECTION 1. -- SERVICES

A. The only authorized user of this Second Amendment is the Fresno County Internal

Services Department, Facility Services Division.

- B. CONTRACTOR's scope of work and pricing, which are attached as Attachment B, is incorporated by reference, and is made a part of this Second Amendment.
- C. CONTRACTOR shall comply with all applicable Federal, State, County, and City regulations regarding wages, hours, and working conditions.
- D. COUNTY shall appoint the Director of Internal Services/Chief Information Officer (CIO), or his designee, as COUNTY's Contract Administrator, with full authority to deal with CONTRACTOR in all matters concerning this Second Amendment.
- E. Upon execution of this Second Amendment, COUNTY's Contract Administrator shall designate County representative(s) to represent the COUNTY, who will work with CONTRACTOR to carry out CONTRACTOR's obligations under this Second Amendment. The County Representative will be the COUNTY's Facilities Division Manager or his or her designee.
- F. SECURITY – Failure to fully comply with the security requirements as set forth in this Section 1(F) will be considered a breach of contract, and may result in termination of this Second Amendment for default.
1. CONTRACTOR acknowledges that the Juvenile Justice Campus (JJC) and the Fresno Sheriff – Coroner's Office (FSCO) Jail Detention Facilities are "no-hostage facilities". CONTRACTOR(S) shall ensure that its employees and any sub-contractors working in the JJC and associated facilities agree to abide by COUNTY'S rules for a no-hostage facility, as set forth in Attachments C and D, which are attached and incorporated by this reference. COUNTY may change these policies and procedures at any time, without any prior notice to CONTRACTOR. CONTRACTOR shall plan and execute all work in such a manner as to prevent a security breach of the JJC and FSCO detention facilities, or any other COUNTY secured facility.
 2. CONTRACTOR shall comply with all Prison Rape Elimination Act (PREA) standards for juvenile correctional facilities, as set forth in Attachment E, which is

1 attached and incorporated by this reference. Trainings will be provided by
2 Probation, as necessary, at no charge to CONTRACTOR. CONTRACTOR shall
3 comply with all Probation Department Policies and Procedures. In the event of a
4 dispute involving COUNTY staff and a CONTRACTOR employee or subcontractor,
5 the on-duty Facility Administrator will have the final decision. Information on the
6 Prison Rape Elimination Act can be found at: <http://www.prearesourcecenter.org/>.

- 7 3. CONTRACTOR may be required to comply with "Background Investigations and
8 Identification Badges," as set forth in Attachment F, which is attached and
9 incorporated by this reference, for work at specific facilities, such as detention
10 facilities. The decision to require or not require a background check and
11 investigation for a specific service will be at the sole discretion of Facility Services,
12 and will be relayed to CONTRACTOR when needed.

13 G. In accordance with Labor Code section 1770, et seq., the Director of the Department of
14 Industrial Relations of the State of California has determined the general prevailing wages
15 rates and employer payments for health and welfare pension, vacation, travel time and
16 subsistence pay as provided for in Section 1773.1, apprenticeship or other training
17 programs authorized by Section 3093, and similar purposes applicable to the work to be
18 done.

19 Information pertaining to applicable Prevailing Wage Rates may be found on the
20 website for the State of California – Department of Industrial Relations:

21 <http://www.dir.ca.gov/oprl/PWD/index.htm>. Information pertaining to applicable prevailing
22 wage rates for apprentices may be found on the website for the State of California –

23 Department of Industrial Relations:

24 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

25 It shall be mandatory upon the CONTRACTOR and upon any subcontractor to pay
26 not less than the prevailing wage rates, including overtime and holiday rates, to all workers,
27 laborers, or mechanics employed on this public work project, including those workers
28

1 employed as apprentices. Further, CONTRACTOR and each subcontractor shall comply
2 with Labor Code sections 1777.5 and 1777.6 concerning the employment of apprentices. A
3 copy of the above-mentioned prevailing wage rates shall be posted by the CONTRACTOR
4 at the job site where it will be available to any interested party.

5 CONTRACTOR shall comply with Labor Code section 1775, and shall forfeit as a
6 penalty to COUNTY Two Hundred Dollars (\$200.00) for each calendar day or portions
7 thereof, for each worker paid less than the prevailing wage rates for the work or craft in
8 which the worker is employed for any work done under this project by CONTRACTOR or
9 by any subcontractor under CONTRACTOR in violation of Labor Code section 1770, et
10 seq. In addition to the penalty, the difference between the prevailing wage rates and
11 amount paid to each worker for each calendar day or portion thereof for which each worker
12 was paid less than the prevailing wage rate shall be paid to each worker by the
13 CONTRACTOR or subcontractor.

14 CONTRACTOR and subcontractor shall keep an accurate record showing the
15 name, address, social security number, work classification, straight time and overtime
16 hours worked each day and week, and the actual per diem wages paid to each
17 journeyman, apprentice, worker, or other employee employed by him or her in connection
18 with this public work project. In accordance with Labor Code section 1776, each payroll
19 record shall be certified and verified by a written declaration under penalty of perjury stating
20 that the information within the payroll record is true and correct and that the
21 CONTRACTOR or subcontractor has complied with the requirements of Labor Code
22 sections 1771, 1811 and 1815 for any work performed by its employees on this public work
23 project. These records shall be open at all reasonable hours to inspection by the COUNTY,
24 its officers and agents, and to the representatives of the State of California – Department of
25 Industrial Relations, including but not limited to the Division of Labor Standards
26 Enforcement.
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28 **SECTION 2. -- TERM**

1 The term of this Second Amendment shall be for a period of one (1) year, commencing on
2 July 9, 2019, through and including March 31, 2020 ("Term"). This Second Amendment shall
3 automatically renew for four (4) one (1) year terms upon the same terms and conditions herein set
4 forth, unless written notice of non-renewal is given by either Party, no later than thirty (30) days
5 prior to the close of the then-current agreement term. COUNTY's CIO or his or her designee, is
6 authorized to execute such written approval on behalf of COUNTY.

7 **SECTION 3. -- COMPENSATION**

8 COUNTY shall only provide compensation and payment to CONTRACTOR for work
9 authorized by the County Representative(s). CONTRACTOR agrees that this Second
10 Amendment does not constitute a guarantee or promise that CONTRACTOR shall provide any
11 certain amount of work or services to COUNTY under this Second Amendment. COUNTY
12 agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation in
13 accordance with the rates provided in Attachment B, which is attached and incorporated by this
14 reference.

- 15 A. Consultant Services for 23 Conveyances: CONTRACTOR shall provide elevator consultant
16 services for 23 elevator conveyances that include the Plaza Building, Hall of Records, Main
17 Jail, and North Annex Jail, as specified in Attachment B. In no event shall the maximum
18 total compensation payable for Consultant Services for 23 Conveyances exceed
19 seventy-three thousand, two hundred dollars (\$73,200.00) over the entire potential five-
20 year term of this Second Amendment.
- 21 B. Travel & Lodging: Travel and lodging costs may be reimbursed by COUNTY if COUNTY
22 requires CONTRACTOR to travel onsite to COUNTY facilities. Costs include travel,
23 lodging, parking, and such related expenses. All such expenses must be invoiced as pass-
24 through costs, and shall be approved in writing by the Director of Internal Services/CIO or
25 his designee prior to CONTRACTOR's travel. In no event shall travel costs reimbursed
26 under this agreement exceed four thousand dollars (\$4,000) over the entire potential five-
27 year term of this Second Amendment.
- 28 C. Additional Services: CONTRACTOR shall not undertake any Additional Services without

1 the advance written authorization of the County Representative. Such Additional
2 Services are expressly contemplated to include, but are not necessarily limited to,
3 elevator consultant services for currently owned County facilities, and for new facilities,
4 that could not be anticipated at the commencement of this Second Amendment, and any
5 miscellaneous services related to elevator systems (survey elevator systems, investigate
6 building requirements for elevator service, provide reports, prepare bid specifications,
7 bid assistance, installation site reviews, document workmanship, review contracts, etc.).
8 CONTRACTOR must reference its cost for Additional Services to those provided by
9 CONTRACTOR in Attachment B. If no rate applicable to the particular services is
10 specified in Attachment B, then such services will be negotiated with the County
11 Representative, and shall be based on facilities similarly situated in the Original
12 Agreement. In no event shall the maximum total compensation payable for Additional
13 Services exceed one hundred ninety-six thousand dollars (\$196,000.00) over the entire
14 potential five-year term of this Second Amendment.

- 15 D. Total Fees: In no event shall the maximum total compensation payable under this
16 Second Amendment exceed two hundred ninety-nine thousand dollars (\$299,000) over
17 the entire potential five-year term of this Second Amendment. It is understood that all
18 expenses incidental to Contractor's performance of services under this Second
19 Amendment shall be borne by Contractor. All compensation provided for under the
20 Original Agreement, as amended, is included in this not-to-exceed amount.

21 **SECTION 4. – INVOICING**

22 CONTRACTOR shall submit invoices in accordance with the rates and charges agreed upon
23 for the services provided to the COUNTY by CONTRACTOR during the previous monthly billing
24 period on the first day of the month. Each invoice shall reference this Second Amendment
25 agreement number, the responsible COUNTY department, the date and name of the facility where
26 the services were performed, shall label each invoice as either Routine Services or Additional
27 Services, and shall include a clear breakdown of services (i.e. labor, parts, etc.) to the County of
28 Fresno ISD, Accounts Payable, 333 W. Pontiac Way, Clovis, CA 93612 or Accounts Payable
(ISDBusinessOffice@Co.Fresno.Ca.US). COUNTY will pay CONTRACTOR within forty-five (45)

1 days of receipt of an approved invoice, by mail addressed to CONTRACTOR's remittance address
2 at JSG Elevator Consultants, 1177 Branham Lane #292, San Jose, CA 95118.

3 **SECTION 5. -- INDEPENDENT CONTRACTOR**

4 In performance of the work, duties, and obligations assumed by CONTRACTOR under
5 this Second Amendment, it is mutually understood and agreed that CONTRACTOR, including
6 any and all of CONTRACTOR's officers, agents, subcontractors, and employees shall at all
7 times be acting and performing as independent contractors, and shall act in an independent
8 capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of
9 the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the
10 manner or method by which CONTRACTORS shall perform their work and function. However,
11 CONTRACTOR's methods must be compatible with COUNTY's standards, and must result in
12 satisfactory and timely completion of the work assigned, and the quality and quantity of work
13 produced must be acceptable to the COUNTY. COUNTY retains the right to verify that
14 CONTRACTOR is performing its obligations in accordance with this Second Amendment's
15 terms and conditions. CONTRACTOR and COUNTY shall comply with all applicable provisions
16 of law and the rules and regulations, if any, of governmental authorities having jurisdiction over
17 matters covered by this Second Amendment.

18 Because of its status as an independent contractor, CONTRACTOR shall have
19 absolutely no right to employment rights and benefits available to COUNTY employees.
20 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, their
21 employees all legally required employee benefits. In addition, CONTRACTOR shall be solely
22 responsible, and shall hold the COUNTY harmless from all matters relating to payment of
23 CONTRACTORS' employees, including compliance with Social Security withholding, and all
24 other regulations governing such matters. It is acknowledged that during the term of this Second
25 Amendment, CONTRACTOR may be providing services to others unrelated to the COUNTY or
26 to this Second Amendment.

27 **SECTION 6. -- TERMINATION OF AGREEMENT**

28

1 This Second Amendment may be terminated for the following reasons:

2 A. Non-Allocation of Funds - The terms of this Second Amendment and any extensions,
3 and the services to be provided, are contingent on the approval of funds by the
4 appropriating government agency. If sufficient funds are not allocated, the services
5 provided may be modified, or this Second Amendment terminated at any time without
6 penalty by giving CONTRACTOR thirty (30) days advance written notice.

7 B. Breach of Contract - COUNTY may immediately suspend or terminate this Second
8 Amendment in whole or in part, where in the determination of the COUNTY there is:

- 9 1. An illegal or improper use of funds;
10 2. A failure to comply with any term of this Second Amendment;
11 3. A substantially incorrect or incomplete report submitted to the COUNTY;
12 or
13 4. Improperly performed services.

14 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of
15 any breach of this Second Amendment or any default which may then exist on the part
16 of the CONTRACTOR. Such payment shall not impair or prejudice any remedy to the
17 COUNTY with respect to the breach or default. COUNTY shall have the right to demand
18 of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the
19 CONTRACTOR under this Second Amendment, which in the judgment of the COUNTY
20 were not expended in accordance with the terms of this Second Amendment.

21 CONTRACTOR shall promptly refund any such funds upon demand.

22 C. Without Cause - Under circumstances other than those set forth above, this Second
23 Amendment may be terminated by either Party by giving thirty (30) days advance written
24 notice of an intention to terminate. In the event of such termination, CONTRACTOR shall
25 be paid for satisfactory services or supplies provided up until the date of termination.
26 County's CIO or his or her designee, is authorized to execute such non-renewal on
27 behalf of COUNTY.

28 **SECTION 7. -- HOLD HARMLESS AND INDEMNIFICATION**

1 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request
2 defend the COUNTY, its officers, agents and employees, from any and all costs and expenses
3 (including attorney's fees and costs), claims, suits, liabilities, losses and damages occurring or
4 resulting to COUNTY in connection with the performance, or failure to perform, by
5 CONTRACTOR, its officers, agents or employees, and from any and all costs and expenses
6 (including attorney's fees and costs), damages, liabilities, claims and losses occurring or
7 resulting to any person, firm or corporation who may be injured or damaged by the performance,
8 or failure to perform, of CONTRACTOR, its officers, agents, subcontractors, assigns, or
9 employees. The provisions of this Section 7 shall survive the termination of this Second
10 Amendment.

11 **SECTION 8. -- INSURANCE**

12 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any
13 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
14 following insurance policies throughout the term of this Second Amendment:

15 A. Commercial General Liability

16 Commercial General Liability Insurance with limits of not less than One Million Dollars
17 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
18 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
19 including completed operations, products liability, contractual liability, Explosion-Collapse-
20 Underground, fire legal liability or any other liability insurance deemed necessary because of the
21 nature of this contract.

22 B. Automobile Liability

23 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than
24 One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damage.
25 Coverage should include owned and non-owned vehicles used in connection with this Second
26 Amendment.

27 C. Professional Liability

1 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
2 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One
3 Million Dollars (\$1,000,000.00) per occurrence, One Million Dollars (\$1,000,000.00) annual
4 aggregate.

5 D. Worker's Compensation

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

8 E. Additional Requirements Relating to Insurance

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

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

23 Within thirty (30) days from the date CONTRACTOR signs and executes this Second
24 Amendment, CONTRACTOR shall provide certificates of insurance and endorsement as stated
25 above for all of the foregoing policies, as required herein to: County of Fresno, Facility Services,
26 4590 E. Kings Canyon, Fresno, CA 93702, stating that such insurance coverages have been
27 obtained and are in full force; that the County of Fresno, its officers, agents and employees will
28 not be responsible for any premiums on the policies; that for such worker's compensation

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

11 If CONTRACTOR fails to keep in effect at all times all required insurance coverages,
12 COUNTY may, in addition to other remedies it may have, suspend or terminate this Second
13 Amendment.

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

17 **SECTION 9. -- MODIFICATION**

18 This Second Amendment may be modified from time to time by the written consent of all
19 the parties without, in any way, affecting the remainder.

20 **SECTION 10. -- NON - ASSIGNMENT**

21 CONTRACTOR shall not assign, transfer or subcontract this Second Amendment or any
22 of its respective rights or duties hereunder, without the prior written consent of the COUNTY.

23 **SECTION 11. -- AUDITS AND INSPECTIONS**

24 CONTRACTOR shall at any time during business hours, and as often as the COUNTY
25 may deem necessary, make available to the COUNTY for examination all of its records and
26 data with respect to the matters covered by this Second Amendment. CONTRACTOR shall,
27 upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and
28 data necessary to ensure CONTRACTORS' compliance with the terms of this Second

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

SECTION 12. -- NOTICES

The persons and their addresses having authority to give and receive written notices under this Second Amendment include the following:

<u>COUNTY OF FRESNO</u>	<u>CONTRACTOR</u>
Director of Internal Services/ Chief Information Officer 333 W. Pontiac Way, Clovis, CA 93612	Michael Fagan JSG Elevator Consultants 1177 Branham Lane #292 San Jose, CA 95118

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

SECTION 13. – LEGAL AUTHORITY

Each individual executing this Second Amendment on behalf of CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly authorized to execute or attest and deliver this Second Amendment on behalf of such entity, e.g. (without limitation), corporation, limited liability company, limited partnership, partnership or sole proprietorship, in

1 accordance with all applicable formalities and under California law; (ii) that this Second
2 Amendment is binding on such entity; and (iii) that CONTRACTOR (as applicable) is a duly
3 organized and legally existing corporation, limited liability company, limited partnership,
4 partnership or sole proprietorship in good standing in the State of California.

5 **SECTION 14. -- GOVERNING LAW**

6 Venue for any action arising out of or relating to this Second Amendment shall only be in
7 Fresno County, California. The rights and obligations of the parties and all interpretation and
8 performance of this Second Amendment shall be governed in all respects by the laws of the
9 State of California.

10 **SECTION 15. -- DISCLOSURE OF SELF-DEALING TRANSACTIONS**

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

14 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
15 transactions that they are a party to while CONTRACTOR is providing goods or performing
16 services under this Second Amendment. A self-dealing transaction shall mean a transaction to
17 which the CONTRACTOR is a party and in which one or more of its directors has a material
18 financial interest. Members of CONTRACTOR's Board of Directors shall disclose any self-
19 dealing transactions that they are a party to by completing and signing a *Self-Dealing*
20 *Transaction Disclosure Form* (Attachment A) and submitting it to the COUNTY prior to
21 commencing with the self-dealing transaction or immediately thereafter.

22 **SECTION 16. -- ENTIRE AGREEMENT**

23 This Second Amendment constitutes the entire agreement between CONTRACTOR and
24 COUNTY with respect to the subject matter hereof, and supersedes all previous Agreement
25 negotiations, proposals, commitments, writings, advertisements, publications, and
26 understandings of any nature whatsoever unless expressly included in this Second Amendment.

27 In the event of any inconsistency in interpreting the documents which constitute this
28 Second Amendment, the inconsistency shall be resolved by giving precedence in the following

order of priority: (1) the text of this Second Amendment, including all Attachments; (2) First Amendment to Purchasing Agreement Number P-19-158-Q; and (3) Purchasing Agreement Number P-19-158-Q.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of
2 the Effective Date.

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4 **CONTRACTOR**


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7 Michael Fagan, Manager

COUNTY OF FRESNO

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

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16 **ATTEST:**
17 Bernice E. Seidel
18 Clerk of the Board of Supervisors
19 County of Fresno, State of California

20
21
22 By:

23 
24 Deputy

25
26 **FOR ACCOUNTING USE ONLY:**

27 FUND: 1045

28 SUBCLASS: 10000

ORG No.: 8935

Account No.: 7205

1 **ATTACHMENT A**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

8 *"A self-dealing transaction means a transaction to which the corporation is a party and in
9 which one or more of its board members has a material financial interest"*

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

11 **INSTRUCTIONS**

12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being
13 made.

14 (2) Enter the board member's company/agency name and address.

15 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to
16 the County. At a minimum, include a description of the following:

17 a. The name of the agency/company with which the corporation has the
18 transaction; and

19 b. The nature of the material financial interest in the Corporation's transaction that
20 the board member has.

21 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
22 provisions of the Corporations Code.

23 (5) Form must be signed by the board member that is involved in the self-dealing
24 transaction described in Sections (3) and (4).
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(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

Vendor will provide assistance with resolution of County's elevator system issues including, safety, ride quality, performance, reliability, noise, and repairs to develop elevator options and modernization upgrade solutions. Vendor will act for County's interests to investigate related elevator reliability issues, and user complaints; determine proper corrective actions and repairs. Scope of Services can include but are not limited to the following:

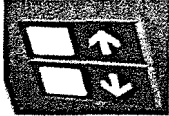
A. General:

1. Review of maintenance records and logs, contractor schedules.
2. Examine and inventory the conveyance(s) to determine condition, quality levels of maintenance and repair, code compliance and general appearance of the equipment.
3. Identify Code requirements, non-conforming building conditions, and Special Needs Individuals access requirements (Americans with Disabilities ADA).
4. Examine performance levels of the elevator to determine the efficiency and level of adjustment as compared to area Industry Standards.
 - a) Develop a schedule of recommended repairs and upgrades as a part of our investigation.
 - b) Provide options and solutions for modernization budgeting and planning.
5. Provide assistance for contract and facilities management issues and including maintenance, ride quality, noise, and vendor repairs.
6. Identify maintenance issues with the service contractor, and review site work for quality assurance.
7. Review and Investigate CA DOSH Preliminary Orders for Client interests and issues.
8. Provide an electronic PDF report and photos with a summary of recommendations and findings.
9. Meet with County to review findings and related issues.

B. Schematic Design:

1. Conduct survey of the present elevator equipment to determine its condition and potential for reuse in a modernization upgrade program.
2. Investigate the building requirements for elevator service and analyze the needs of the present and projected building utilization.
 - a) Meet with Owner's design team for review and analysis of building power and alarm systems and security technology for interface with other elevator projects.
3. Provide a report documenting the investigation results. Report to contain:
 - a) Analysis and recommendations on the upgrades needed for modernization program.
 - b) A summary of the present equipment that may be retained in the upgrades program.
 - c) Modernization upgrade options.
 - d) Identify Code issues, non-conforming building conditions, and Special Needs Access requirements.
 - e) Program support work required by other building trades and work with Owner's Architect to coordinate trades activities.

- f) Preliminary cost estimate for the modernization upgrade program.
 - g) Develop schedule for the modernization site work activities.
 - 4. Confer with the Client to discuss the report and the recommended modernization program.
- C. Design Development Services:
 - 1. Prepare a detailed performance based specification for the elevator modernization program, and establish the quality level for the modernized conveyance.
 - 2. Prepare bid specification.
 - 3. Submit specifications to County Purchasing for bids and procurement from qualified elevator contractors.
- D. Construction Document Services:
 - 1. The specification shall include specific scope of work, terms, conditions, performance criteria, milestones and conformance to related codes.
 - a) County Purchasing to provide specific criteria for public money bid program.
- E. Bidding and Negotiation Services:
 - 1. Provide information on bid matters as needed. Such assistance to include:
 - b) Clarify exceptions and ambiguities by contractors and make recommendations.
- F. Construction Management/Services (*optional, Additional Services*):
 - 1. Review and comment on shop drawings by Elevator Contractor for code and specification conformance.
 - 2. Conduct periodic installation site reviews to determine that work is proceeding in accordance with the specifications and conformity with the design concept. Submit written reports as necessary which shall include the following:
 - a) List items of nonconformity
 - b) Percentage of equipment and components on the site and installed
 - c) Percentage of overall completion of conveyances.
 - d) Identify components not on the job site which could affect the installation schedule.
 - e) Review contractor temporary acceptance terms.
 - f) Attend job meetings while on site and review installation issues.
 - 3. Provide a final review to document workmanship, performance levels and equipment with the contract requirements. Provide an electronic report covering the measured conveyance data and itemized deficiencies.
 - 4. Review contract close-out documents and warranties.



JSG Consultants, LLC

JSG Elevator Consultants, LLC

PRICING

A. Fixed Fee for 26 Conveyances: Section A (1-9):

26 Conveyances Per Elevator Permit Inventory
attached

Schedule of Payments:

		\$ 25,000.00
Plaza Building,	2-21 floors, 2220 Tulare Street, Fresno CA 93721	\$ 25,400.00*
Hall of Records,	2 floors, 2281 Tulare Street, Fresno CA 93721	\$ 11,500.00*
Main Jail,	2-8 floors 1225 M Street, 5 elevs. Fresno CA 93721	\$ 16,500.00*
North Annex Jail.	2-6 floors, 1265 M St. Fresno CA 93721	\$ 19,800.00*
Total		\$ 73,200.00

Progress Payments per building: *Audit & Condition Assessment - Survey 50% - Report 50%

A deposit in the amount of \$25,000.00 will be invoiced upon your notice to proceed.

Travel, lodging, parking, document reproduction, special document handling, any applicable local service/sales tax, and other authorized expenses are included in the contract fee.

B. Additional Services:

Additional Services	Hourly & Fixed Fees
Construction/Project Management Services	12 % of Bid Award
Consultant	400.00
Field Engineer & QEI	350.00
CAD	125.00
Administration Clerical	85.00
Mobilizations	1650.00
Data Entry	65.00
Consultant Meetings	\$ 750.00

ATTACHMENT B

Conveyance Audit & Report for 26 Units

Building	Location	Type of Elevator	State Opening Permit Number	State ID #	Car Type
	310 Tulare	Passenger	Elev. No. 1	039758	Hydro
	310 Tulare	Wheelchair lift	Lift No. 1	126155	Screw Drive
Fresno County Plaza (#610)	2200 Tulare	Parking Garage Passenger	Elev. No. 1	039757	Hydro
Fresno County Plaza (#610)	2220 Tulare	Hi Rise Pass	Elev. No. 1	039751	Gearless OHT
Fresno County Plaza (#610)	2220 Tulare	Hi Rise Pass	Elev. No. 2	039752	Gearless OHT
Fresno County Plaza (#610)	2220 Tulare	Pass./Service	Elev. No. 3	039753	Gearless OHT
Fresno County Plaza (#610)	2220 Tulare	Mid Rise Passenger	Elev. No. 4	039754	Gearless OHT
Fresno County Plaza (#610)	2220 Tulare	Mid Rise	Elev. No. 5	039754	Gearless OHT
Fresno County Plaza (#610)	2220 Tulare	Kitchen Freight	Elev. No. 6	039756	Hydro
Hall of Records (#603)	2281 Tulare	Pass	Elev. No 1	036779	Geared OHT
Hall of Records (#603)	2281 Tulare	Pass./Svc	Elev. No 2	021599	Geared OHT
Main Jail (#606)	1225 M. Street	Main Jail Passenger	Elev. No. 1	088427	Geared OHT
Main Jail (#606)	1225 M. Street	Main Jail Passenger	Elev. No. 2	088428	Geared OHT
Main Jail (#606)	1225 M. Street	Main Jail Passenger	Elev. No. 3	088429	Geared OHT
Main Jail (#606)	1225 M. Street	Jail Passenger / Visitors	Elev. No. 4	088430	Geared OHT
Main Jail (#606)	1225 M. Street	Jail Passenger / Court	Elev. No. 4 - 5	088431	Hydro
Main Jail (#606)	1225 M. Street	Jail Svc / Kitchen	Elev. No. 6	088432	Hydro
Main Jail (#606)	1225 M. Street	Jail Svc / Kitchen	Elev. No. 7	088433	Hydro
North Annex Jail (#608)	1265 M. Street	N. Annex Jail Passenger	Elev. No. 1	101172	Geared OHT
North Annex Jail (#608)	1265 M. Street	N. Annex Jail Passenger	Elev. No. 2	101173	Geared OHT
North Annex Jail (#608)	1265 M. Street	N. Annex Jail Passenger	Elev. No. 3	126069	Geared OHT
North Annex Jail (#608)	1265 M. Street	N. Annex Jail Passenger	Elev. No. 4	101174	Geared OHT
North Annex Jail (#608)	1265 M. Street	N. Annex Jail Passenger / Visitors	Elev. No. 5	101175	Geared OHT
South Annex Jail (#605)	2204 Fresno St.	S. Annex Jail Passenger	Elev. No. 1	035012	Geared OHT
South Annex Jail (#605)	2204 Fresno St.	S. Annex Jail Passenger	Elev. No. 2	057313	Geared OHT
South Annex Jail (#605)	2204 Fresno St.	S. Annex Jail Passenger	Elev. No. 3	062671	Geared OHT

NO HOSTAGE SITUATIONS



California Code of Regulations

Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

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

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

I. HOSTAGE SITUATION PROCEDURES

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

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

II. PARENTAL AND MEDIA INFORMATION

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

III. SECURITY AND OPERATIONAL REVIEW

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

NO HOSTAGE POLICY

EFFECTIVE DATE: 12-18-89 REVISED: 08-06-90, 12-25-94, 05-06-96, 09-01-99,
12-01-10

APPROVED BY: Sheriff M. Mims BY: Assistant Sheriff T. Gattie

AUTHORITY: California Code of Regulations, Title 15, Section 1029(a)(7)(B) and Penal
Code Section 236.

PURPOSE:

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

POLICY:

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

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

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

PROCEDURES:

I. DEFINITION

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

II. NOTIFICATIONS, CONTAINMENT AND CONTROL OF THE SITUATION

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

THE PRISON RAPE ELIMINATION (PREA) ACT

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

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

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

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

Background Investigations

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

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

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

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

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

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

Identification (ID) Badges

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

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