

1 **SERVICE AGREEMENT**

2 This Master Service Agreement (“Agreement”) is dated _____ and is
3 between the County of Fresno, a political subdivision of the State of California (“County”) and
4 each Contractor (each referred to as “Contractor” and collectively as “Contractors”), who is a
5 signatory to this Agreement and identified in Exhibit A to this Agreement, which is attached
6 hereto and incorporated by this reference.

7 **Recitals**

8 A. The County has a need for external low-voltage cabling, engineering, permitting, boring,
9 installation, and testing services.

10 B. On March 22, 2024, The County issued a Request for Quotation (“RFQ”) No. 24-054 for
11 external low-voltage cabling, engineering, permitting, boring, installation, and testing services,
12 which closed on April 12, 2024.

13 C. Each Contractor submitted a responsive bid to the RFQ (“Responses”), and each
14 Contractor’s pricing is set forth in Exhibit C.

15 D. The Contractors are willing and able to provide external low-voltage cabling,
16 engineering, permitting, boring, installation, and testing services to the County.

17 The parties therefore agree as follows:

18 **Article 1**

19 **Contractor’s Services**

20 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
21 Exhibit B to this Agreement, titled “Scope of Services” in accordance with the specifications,
22 requirements, terms, and conditions of the RFQ, at the rates set forth in each Contractor’s
23 response to the RFQ, and shall be utilized off of lowest cost and availability. No Contractor shall
24 be held accountable for the work performed by another Contractor under this agreement.

25 1.2 **Non-exclusive Agreement.** This is a non-exclusive agreement. The Contractors
26 agree that this Agreement does not constitute a guarantee or promise that any Contractor shall
27 provide any certain amount of services to the County under this Agreement. The County
28 reserves the right to engage any Contractor under this Agreement, and to engage any other

1 contractor for the same or similar services under any other agreement or hire its own forces. By
2 executing a signature page hereto, each Contractor becomes a signatory to this Agreement,
3 and agrees that it is party to this Agreement only with the County and is bound by its terms. No
4 Contractor has any rights or obligations within respect to any other Contractor identified in this
5 Agreement.

6 1.3 **Representation.** The Contractor represents that it is qualified, ready, willing, and
7 able to perform all of the services provided in this Agreement.

8 1.4 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
9 applicable federal, state, and local laws and regulations in the performance of its obligations
10 under this Agreement, including but not limited to workers compensation, labor, and
11 confidentiality laws and regulations.

12 1.5 **PREA Act.** The Contractor will follow present practices as outlined in Exhibit F.

13 1.6 **No Hostage Facility.** The Contractor will follow present practices as outlined in
14 Exhibit G.

15 1.7 **Background Check.** The Contractor will follow present practices as outlined in
16 Exhibit H.

17 1.8 **JJC Policy Manual.** The Contractor will follow present practices as outlined in
18 Exhibit I.

19 **Article 2**

20 **County's Responsibilities**

21 2.1 The County shall provide a County Representative ("County Representative") to
22 represent the County, who will work with each Contractor to carry out the Contractor's
23 obligations in this Agreement. The County Representative will be the County Internal Services
24 Department's Information Technology Services (ISD-IT) Manager, and/or their designee.

25 2.2 The County shall contact the Contractor on an as-needed basis to request services,
26 the process of which is described in Exhibit B.

1 **Article 3**

2 **Compensation, Invoices, and Payments**

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

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
7 under this Agreement for the first year is \$3,500,000. The maximum compensation payable to
8 the Contractor for the second year of this Agreement is \$1,500,000. The maximum
9 compensation payable to the Contractor for the third year of this Agreement is \$1,500,000.
10 Upon utilization of the first one-year extension option, if any, this maximum shall increase by
11 \$1,000,000. Upon utilization of the final one-year extension option, if any, this maximum shall
12 further increase by \$1,000,000. The total maximum compensation payable to the contractor
13 under this Agreement is \$8,500,000 for the entire potential five-year term. Labor rates are set
14 forth in Exhibit C. In the event that the total compensation amount for each year is not fully
15 expended, the remaining unspent funding amounts shall roll over into each subsequent year's
16 established compensation.

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

24 3.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided
25 agreement number to the County of Fresno, Internal Services Department, Attention: Business
26 Office, 333 W. Pontiac Way, Clovis, CA 93612, isdbusinessoffice@fresnocountyca.gov . The
27 Contractor shall submit each invoice within 60 days after the month in which the Contractor
28

1 performs services and in any case within 60 days after the end of the term or termination of this
2 Agreement.

3 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
4 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
5 address specified in the invoice.

6 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
7 expenses that are not specified as payable by the County under this Agreement.

8 **Article 4**

9 **Term of Agreement**

10 4.1 **Term.** This Agreement is effective on July 9, 2024 and terminates on July 8, 2027
11 (“Initial Term”), except as provided in section 4.2, “Extension,” or Article 6, “Termination and
12 Suspension,” below.

13 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-
14 year periods only upon written approval of both parties at least 30 days before the first day of
15 the next one-year extension period. The Director of Internal Services/Chief Information Officer
16 or his or her designee is authorized to sign the written approval on behalf of the County based
17 on the Contractor’s satisfactory performance. The extension of this Agreement by the County is
18 not a waiver or compromise of any default or breach of this Agreement by the Contractor
19 existing at the time of the extension whether or not known to the County.

20 **Article 5**

21 **Notices**

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

24 **For the County:**

25 Director of Internal Services/Chief Information Officer
26 County of Fresno
27 333 W. Pontiac Way
28 Clovis, CA 93612
isdcontracts@fresnocountyca.gov

For the Contractor:

1 As indicated on Exhibit A.

2 5.2 **Change of Contact Information.** Either party may change the information in section
3 5.1 by giving notice as provided in section 5.3.

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

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

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

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

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

22 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
23 nothing in this Agreement establishes, waives, or modifies any claims presentation
24 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
25 of Title 1 of the Government Code, beginning with section 810).

1 **Article 6**

2 **Termination and Suspension**

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

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

8 (B) Terminate this Agreement.

9 6.2 **Termination for Breach.**

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

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

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

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

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

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

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

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

25 6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County
26 under this Article 6 is without penalty to or further obligation of the County except to reimburse
27 Contractor for the actual cost of the work performed as of the date of the termination.
28

1 6.5 **County’s Rights upon Termination.** Upon termination for breach under this Article
2 6, the County may demand repayment by the Contractor of any monies disbursed to the
3 Contractor under this Agreement that, in the County’s sole judgment, were not expended in
4 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
5 demand. This section survives the termination of this Agreement.

6 **Article 7**

7 **Independent Contractor**

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

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

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

21 7.4 **Services to Others.** The parties acknowledge that, during the term of this
22 Agreement, the Contractor may provide services to others unrelated to the County.

23 **Article 8**

24 **Indemnity and Defense**

25 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
26 County (including its officers, agents, and employees) against all claims, demands, injuries,
27 damages, costs, expenses (including reasonable attorney fees and costs), fines, penalties, and
28 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to

1 the performance or failure to perform by the Contractor (or any of its officers, agents,
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
4 defend the County.

5 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

6 **Article 9**

7 **Insurance**

8 9.1 The Contractor shall comply with all the insurance requirements in Exhibit E to this
9 Agreement.

10 **Article 10**

11 **Inspections, Audits, and Public Records**

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

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

23 10.3 **Public Records.** The County is not limited in any manner with respect to its public
24 disclosure of this Agreement or any record or data that the Contractor may provide to the
25 County. The County's public disclosure of this Agreement or any record or data that the
26 Contractor may provide to the County may include but is not limited to the following:
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1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

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

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

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

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

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

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

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

17 **Article 11**

18 **Disclosure of Self-Dealing Transactions**

19 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
20 or changes its status to operate as a corporation.

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

25 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
26 a party and in which one or more of its directors, as an individual, has a material financial
27 interest.

1 **Article 12**

2 **General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

19 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

25 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
26 electronic signature as provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an individual
28 signing this Agreement to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

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

9 (C) The provisions of this section satisfy the requirements of Civil Code section
10 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
11 Part 2, Title 2.5, beginning with section 1633.1).

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

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

19 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
20 original, and all of which together constitute this Agreement.

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

See Attached Contractor Signature Pages

COUNTY OF FRESNO

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

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

By: _____
Deputy

For accounting use only:

Org No. :8905
Account No.: 7205
Fund No.: 1020
Subclass No.:10000

1 In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove.

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5 CONTRACTOR

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9 _____
10 (Authorized Signature)

11
12 John Fowler, Division Manager

13
14 **Company Name:**

15 Contra Costa Electric, Inc.

16
17 **Email Address for Notices:**

18 jfowler@emcore.net

19
20 **Mailing Address:**

21 4690 E Carmen Ave.
22 Fresno, CA 93703

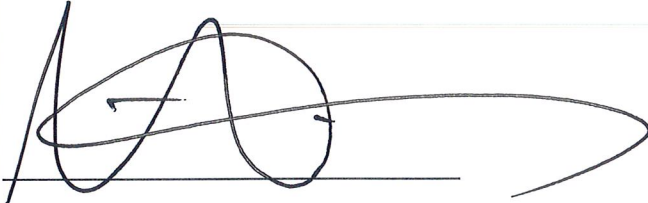
23
24 **Telephone:**

25 559-252-1114
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27
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1 In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove.

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5 CONTRACTOR

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10 (Authorized Signature)

11

12 Norm Dimick, President

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14 **Company Name:**

15 Nobico, Inc. dba Integrated Electronics.

16

17 **Email Address for Notices:**

18 norm@ie-systems.com

19

20 **Mailing Address:**

21 2576 N. Bundy Drive
22 Fresno, CA 93727

23 **Telephone:**

24 559-458-7250

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Exhibit A

Contractors

CONTRACTOR	PHONE NUMBER	BUSINESS ADDRESS	EMAIL ADDRESS
Contra Costa Electric, Inc.	559-252-1114	4690 E Carmen Ave., Fresno, CA 93703	jfowler@emcore.net
Nobico, Inc. dba Integrated Electronics	559-458-7250	2576 N Bundy Drive, Fresno, CA 93727	norm@ie-systems.com

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Exhibit B

Scope of Services

On an as-needed basis, as determined and initiated by the County, the Contractor will provide external low-voltage cabling, engineering, permitting, boring, installation, and testing services to the County. The Contractor agrees to have the capability of providing, adhering to, and having access to the following, which include, but is not limited to, the services, compliance requirements, and obligatory brand specifications of products described herein.

1. Selecting Contractors for Non-Emergency Maintenance Service Requests

For non-emergency maintenance service requests, which will be on an as-needed basis throughout the term of this Agreement, the County Representative will request bids from both Contractors listed in Exhibit A. After bid responses are obtained, the selection of the Contractor will be based on the combination of overall cost and the timeframe/availability estimate provided, which in the sole opinion of the County, offers the best value for the County subject to approval by the Purchasing Manager.

2. Selecting Contractors for Non-Emergency Repair Service Requests

For non-emergency repair service requests, which will be on an as-needed basis throughout the term of this Agreement, the County Representative will request bids from both Contractors listed in Exhibit A. Bids are due within ten (10) business days following the issuance of the request for bids. On an as-needed basis the County will provide the Contractors the opportunity to attend a site inspection of the building(s) identified in the bid. The decision to require/allow a site inspection will be at the sole discretion of the County and the County will communicate such information to both Contractors in writing at the time of release of its request for bids. The selection of the Contractor will be based on the combination of overall cost and the timeframe/availability estimate provided, which in the sole opinion of the County, offers the best value for the County subject to approval by the Purchasing Manager.

3. Selecting Contractors for Emergency Service Requests

For emergency service requests, the County Representative will contact both Contractors listed in Exhibit A via round robin scheduling process via telephone or email, which they will inform the Contractor of the emergency service request details. The round robin

Exhibit B

1 scheduling process will provide each Contractor in Exhibit A an opportunity to respond to a
2 service request in such scheduled order. The scheduling process will move through both
3 Contractors in a circular order, handling all processes without priority. If a Contractor does not
4 acknowledge the ability to fulfill the service request within the time required by the County, the
5 County will then contact the next Contractor and the Contractor who was first contacted, but
6 unable to meet the County's needs will not receive any preference in any future service
7 requests.

8 **Required Response Levels for Emergency Service Requests**

9 **LEVEL I:** Requires onsite response within one (1) hour or less.

10 **LEVEL II:** Requires onsite response within four (4) hours or less.

11 **LEVEL III:** Requires onsite response at 7:00AM, the next normal working day.

12 Determination of the call response level is at the discretion of the County
13 Representative or his/her authorized representative(s). Failure to furnish emergency response
14 services within the above-specified required response time may result in one or more of the
15 following consequences: withholding of payment or termination of this Agreement.

16 **Escalation Contact Information**

17 **COUNTY:**

18 Information Technology Service Desk

19 Office Phone: 559-600-5900

20 servicedesk@fresnocountyca.gov

21 333 W. Pontiac Ave Clovis, CA 93612

23 **Contra Costa Electric, Inc.**

24 John Fowler – Fresno Division Manager

25 Office Phone: 559.252.1114 ext. 701

26 Mobile Phone: 559.970.6436

27 Email jfowler@emcor.net

28 4690 E. Carmen Avenue, Fresno, CA 93703

Exhibit B

Nobico, Inc. dba Integrated Electronics

Norm Dimick, President

Office Phone: 559-458-7250

Email: norm@ie-systems.com

Address: 2576 N Bundy Drive, Fresno, CA 93727

4. Service Specifications:

A) VOICE, DATA, AND FIBER TERMINATIONS

1. Provision of voice/data grade, copper riser, station distribution, multi-mode fiber, single mode fiber and CAT 6A Class E/CAT7 data cabling distribution to support voice and data communications
2. Certified to install Leviton products
3. Certified to install Berk-tek products
4. Cable trays, backboards, and frames to provide a logical layout to equipment spaces and IDF location (ANSI/TIA/EIA-606A)
5. Fiber cable at single mode at ITU-T G.657.A1
6. The vendor certified to install single mode fiber

B) INSTALLATION

1. The vendor will coordinate with County ISD-IT to coordinate anticipated interruptions; County reserves the right to minimize interruptions / schedule some services during after hour schedules
2. The vendor will advise ISD-IT of major disturbances (drilling, framing, and other installation) prior to beginning work
3. The vendor shall supply its own necessary tools, equipment, ladders, etc., to complete work
4. The vendor shall broom clean work areas at the end of each shift workday

Exhibit B

1 5. Installation equipment, material, and product will only be allowed to be kept in
2 specified areas; hallways, office areas, lobbies, etc., County will not be held liable for lost or
3 stolen equipment.

4 6. All cabling secured above ceiling spaces to building structure at eight (8) foot
5 intervals through combined use of, but not limited to, J hooks, beam clamps, D-rings, and
6 hangers

7 7. At no time shall data drops/homeruns be secured to the building structure above
8 ceiling without the use of cable supports

9 8. Cabling about ceiling shall be sectioned off, bundled & tied; and routed back to
10 intermediate, MDF/IDF9s) or MPOE's) using a star configuration

11 9. Wiring shall run continuously from the outlet to the wiring closet without breaks or
12 splices

13 10. Cable supports (J Hooks, etc.) shall be sized 50% larger than needed to allow for
14 future growth

15 11. All Boxes equipment and cable shall be firmly secured in place; boxes, jacks, and
16 blocks shall be plumb and square; consideration to be given for overall installation aesthetics
17 and cleanliness

18 12. Sample Installation diagrams are to be followed at all times

19 13. Deviations due to design and/or building structure, must be cleared with County's
20 ISD-IT Low Voltage Coordinator

21 14. Any new or replacement premises wiring shall be clearly labeled; the vendor and
22 County will work to design a structured method of designing all cabling involved with the project

23 15. The vendor will observe all applicable departmental safety and security
24 regulations established

25 16. The vendor is responsible for repairing any damage it causes to any County
26 building

27 17. The vendor shall exercise reasonable care to avoid any damage to County
28 property

Exhibit B

1 18. The vendor shall comply with all Permitting requirements

2 19. The vendor shall adhere to all regulations and/or laws regarding Traffic Control

3 20. The vendor must report to the County any property damage that may exist or
4 may occur during the occupancy of the site

5 21. The vendor must perform all duties as expected, and run all jumpers and wiring
6 for surge protection to the carrier network, or as otherwise directed by the ISD-IT Project
7 Manager

8 22. The vendor must correct all defects for which the vendor is responsible, within
9 one (1) week of notification, unless other arrangements are agreed upon by County and the
10 vendor

11 23. Upon completion of work, the vendor must remove its tools, equipment and all
12 debris from the premises and must leave the premises clean and neat

13 24. The vendor will obtain ISD-IT approval before cutting into or through any part of
14 the building structure such as beams, girders, concrete or tile floors, partitions and ceilings. The
15 vendor shall restore any girders, beams, floors, partitions, ceilings, fire partitions and walls to
16 their original condition

17 25. Any roof penetrations shall adhere to NRCA standards. The proper integration of
18 new electrical conduit into existing roofing requires penetrations to be no less than 12” from the
19 base of the perimeter wall or any adjacent penetration or roof curb. Conduit should be contained
20 within a sheet lead pre-manufactured or field-fabricated lead jack in a diameter closely
21 resembling, but larger than that of the conduit. The top of the lead jacks are to be closed from
22 weather using a galvanized stainless steel clamp and Terpolyer sealant. Conduit on weather-
23 resistant wood or rubber blocks are to allow for unrestricted drainage, and verify all anchors
24 used to attach the cameras to the perimeter walls are properly sealed with a Terpolymer sealant
25 – no bituminous (asphalt) or mastic roofing products are to be used

26 26. The vendor shall coordinate all work with ISD-IT
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Exhibit B

1 27. Core boring set up is to be handled in such a way as to minimize interference
2 with daily operations and with minimal impact to the work environment. Structural engineering
3 approval may be required, depending upon the building and location of the desired core bore

4 28. Fiber optic cable service loops are to be provided at all fiber termination points.
5 Wiring closet loops are to be a minimum of 15ft. End termination or main termination point loop
6 is to be a minimum of 150ft. Unless otherwise noted on SOW.

7 29. All indoor/outdoor splices and distribution must be enclosed in an enclosure
8 designed for the purpose and able to provide maximum protection to splices and protection from
9 environmental effects

10 30. All splices must be able to withstand environmental effects and mechanical
11 shock

12 31. Splice trays must protect all fiber splices

13 32. Fusing cassettes are to be used on the end of all terminations unless explicitly
14 defined otherwise by the ISD-IT Low Voltage Coordinator

15 33. All inside distribution and outside plant fiber cabling must utilize loops at
16 MDF/MPOE and vaults for strain relief.

17 34. The use of inner duct is mandatory in ALL situations that fiber is being installed.
18 Buried or aerial fiber optic cable must be approved and designed to specific standards intended
19 for aerial or buried application.

20 35. Installation work may involve performing installation duties in an operational,
21 production datacenter. At no time will installation work be permitted without direction from
22 County's ISD-IT project manager and under direct supervision

23 **C) TESTING AND ACCEPTANCE**

24 1. ISD-IT will make inspection as it deems necessary when notified by the vendor
25 that the services requested, or any part thereof, are ready for acceptance. If items from the bid
26 have been omitted or need changing as per requirements stated herein, they shall be noted in a
27 "punch list". This deviation list will be given to the vendor, who is expected to complete all items
28 within the time specified by ISD-IT

Exhibit B

1 2. Installation of structured horizontal wiring, cable riser, voice and data drops,
2 raceway, terminations, fiber riser, fiber distribution, coring, and peripheral equipment must be
3 completed

4 3. Performance and quality tests shall be conducted as specified for each job

5 4. Incorporating the full range of testing specified, successful testing by the vendor
6 shall include a written report of all performance and quality results provided to the ISD-IT project
7 manager

8 5. Implementation of any and all deviation list items which may result from
9 inspections by the ISD-IT project manager must be completed within one (1) week unless
10 agreed upon by both parties

11 6. Acceptance of each bid for the services requested shall be granted after all
12 equipment has passed the tests required and has been in operation thirty (30) consecutive days
13 without a major failure. In the event of a failure, the County reserves the right to extend the
14 acceptance date until a time the installation complies with the thirty (30) day major fault free
15 requirement

16 7. Final payment to the vendor will be made within forty-five (45) days after receipt
17 of an approved invoice and upon acceptance of services from ISD-IT

18 **D) SINGLE MODE FIBER TESTING**

19 Testing is to be end to end with all terminations and splices involved for each strand
20 tested, OTDR, Both directions. Test results shall be presented in an Excel spreadsheet, version
21 5.0 or greater, detailing cable, cable port, location (building, closet etc.), length and attenuation
22 in dB. Fluke OTDR testing reports can be utilized where and when approved by the ISD-IT
23 project manager.

24 The following standards will be used on all installed fiber strands:

25 1. ANSI/TIA/EIA-455-59A, Measurement of Fiber Point Discontinuities Using an
26 OTDR

27 2. ANSI/TIA/EIA-455-60A, Measurement of Fiber or Cable Length Using an OTDR

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Exhibit B

1 3. ANSI TIA/EIA-455-61A, Measurement of Fiber or Cable Attenuation Using an
2 OTDR

3 4. ANSI/TIA/EIA-526-7, Optical Power Loss Measurements of Installed Single Mode
4 Fiber Cable Plant

5 5. ANSI/TIA/EIA-526-14-A, Optical Power Loss Measurements of Installed
6 Multimode Fiber Cable Plant

7 **E) INSTALLER QUALIFICATION**

8 1. Each job bid will require a qualified installer, certified for the installation of Berk-
9 Tec cabling. Evidence of this certification may be required, at any time, during the term of the
10 contract

11 2. Special qualifications (livescan or other) may be required for THE VENDOR
12 installer(s), depending upon job environments, location or purpose (example: Sheriff's office,
13 Coroner, School sites)

14 **F) SERVICE WARRANTY**

15 1. The vendor shall provide a warranty of 30 days following occupancy as a
16 standard business practice unless the warranty requirement is waived in writing by the County's
17 ISD-IT Project Manager

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Exhibit C

Compensation

The Contractor will be compensated for its time and material expended, or as specified in Contractor proposals for specific approved work tasks, for performance of its services under this Agreement as provided in this Exhibit C. Labor rates below include any travel expense or associated fees of that nature Materials, Equipment, and any permit costs or fees are all at cost The Contractor is not entitled to any compensation except as expressly provided in this Exhibit C.

Labor Rate Per Hour: During regular business hours from 8:00a.m. – 5:00p.m.

<u>Contra Costa Electric, Inc.</u>	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Master Level Technician	\$107.63	\$113.03	\$119.84	\$126.70	\$135.45
Journeyman Level Technician	\$98.28	\$103.00	\$109.09	\$115.19	\$122.92
Apprentice/Helper	\$92.10	\$96.32	\$101.95	\$107.56	\$114.62
Nobico, Inc. dba Integrated Electronics	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Master Level Technician	\$140.00	\$150.00	\$150.00	\$155.00	\$155.00
Journeyman Level Technician	\$130.00	\$140.00	\$140.00	\$145.00	\$145.00
Apprentice/Helper	\$125.00	\$130.00	\$130.00	\$135.00	\$135.00

Emergency Labor Rate Per Hour: Outside of regular business hours of 8:00a.m.- 5:00p.m.

<u>Contra Costa Electric, Inc</u>	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Master Level Technician	\$174.08	\$184.45	\$196.62	\$208.77	\$224.58
Journeyman Level Technician	\$156.09	\$165.14	\$175.86	\$186.60	\$200.44
Apprentice/Helper	\$144.10	\$152.23	\$162.02	\$171.79	\$184.37
Nobico, Inc. dba Integrated Electronics	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Master Level Technician	\$210.00	\$215.00	\$215.00	\$225.00	\$225.00
Journeyman Level Technician	\$200.00	\$205.00	\$205.00	\$215.00	\$215.00
Apprentice/Helper	\$190.00	\$195.00	\$195.00	\$205.00	\$205.00

Exhibit C

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**Should the emergency services take place outside of the City of Fresno and/or outside of the City of Clovis city limits the County will incur a maximum of a \$150 fee per day, per person; this fee will remain subject to the maximum compensation as stated in Section 3.2.

Response time for Emergency Request:

Contra Costa Electric, Inc.: 2 hours **Nobico, Inc. dba Integrated Electronics: 4 hours**

Exhibit D

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 D

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

Exhibit E

Insurance Requirements

1. Required Policies

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

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

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th

Exhibit E

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

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

Exhibit E

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

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

Exhibit F

EXHIBIT F—THE PRISON RAPE ELIMINATION (PREA) ACT

All contractors **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/>**



Subject: Hostage Situations

Policy Number: 326.0

Page: 1 of 2

Date Originated: April 1, 2004

Date Revised: February 1, 2008

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

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

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

I. HOSTAGE SITUATION PROCEDURES

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

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

II. PARENTAL AND MEDIA INFORMATION

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

III. SECURITY AND OPERATIONAL REVIEW

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

Exhibit G – “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).

Exhibit H

Background Investigations

Prior to the beginning of any services, one (1) background check must be made for every member of the Contractor's personnel providing services to a building location for the life of the agreement. The background check will 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.

All 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. 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.

Exhibit H

3. 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.

Vendors, Volunteers and Student Interns

309.1 PURPOSE AND SCOPE

This policy establishes guidelines for using Juvenile Justice Campus vendors, volunteers, and student interns, to supplement and assist Department personnel in their duties. Vendors and volunteers are 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 Fresno County Probation Department shall ensure that vendors, volunteers and student interns are properly appointed, trained, and supervised to carry out specified tasks and duties in order to create an efficient Department and improve services to the community.

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, 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.

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309.4 RECRUITMENT, SELECTION, AND APPOINTMENT

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

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 Personnel Unit through the requester's immediate supervisor. A complete description of the volunteer's or intern's duties and a requested time frame should be included in the request. All Department 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 Department. Necessary safety equipment will be provided.

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

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 PERSONNEL UNIT

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

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

- (a) Recruiting, 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.

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Whenever a rule, regulation, or guideline in this Custody Manual refers to regular Department 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) Make sure the work is challenging. Do not hesitate to give vendors, volunteers and student interns assignments or tasks that will utilize these valuable resources.
- (d) Ensure the work for student interns meets the needs of their educational program, while also meeting the needs of the Department.

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