SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated _____ and is between Teledata Services Co., a California corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County"). The Contractor and the County are referred to herein as "Party" or "Parties".

Recitals

A. The County has need for the provision of internal low-voltage cabling services for County-owned and County-leased buildings. The cabling services include, but are not limited to, low-voltage copper cabling and short run fiber, including repairs to existing cable plants, installation of new data drops into existing cable plants, and the installation and/or the expansion of cable plants at many County locations in accordance with specific terms, conditions, and requirements.

B. The Contractor has provided vital, internal low-voltage cabling services for all projects countywide throughout the life of the previous County Agreement No. A-24-155 and currently has several ongoing projects.

C. The County desires to engage the Contractor through a suspension of competition for the provision of internal low-voltage services, to provide as-needed emergency repairs and to ensure the completion of the following critical projects: the Area 2 Dispatch Station, the Building 4 Remodel, the Selma Building, and the Heritage Centre.

The Parties therefore agree as follows:

Article 1

Contractor's Services

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

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

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations

under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4 **Fresno County Probation Department Juvenile Justice Policy Manual.** The Contractor will follow present practices as outlined in Exhibit E.

1.5 **Prison Rape Elimination Act.** The Contractor will follow present practices as outlined in Exhibit F.

1.6 **Fresno Sheriff's Office Jail Division Policies & Procedures – Hostage Situations**. The Contractor will follow present practices as outlines in Exhibit G.

1.7 **Background Investigations and Identification (ID) Badges**. The Contractor will follow present practices as outlined in Exhibit H.

Article 2

County's Responsibilities

2.1 The County shall provide a County representative who will serve as point of contact for the Contractor in the fulfillment of its duties under this Agreement ("County Representative"). The County Representative will be the Information Technology Services Department's (ITSD) IT Manager, and/or their designees. Upon the execution of this Agreement, the Contractor shall provide to the County Representative its contact person on behalf of the Contractor.

2.2 In addition to the known projects included for completion, the County may contact the Contractor on an as-needed basis to request emergency repairs, the process of which is described in Exhibit A.

Article 3

Compensation, Invoices, and Payments

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

3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement is $222,890. This total includes $182,890 for the remaining estimated costs to complete all ongoing critical projects and $40,000 for critical repairs on an as-needed

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

3.3 **Invoices.** The Contractor shall submit monthly invoices referencing the provided agreement number to the County of Fresno, Information Technology Services Department, Attention: Business Office, 333 W. Pontiac Way, Clovis, CA 93612,itsdbusinessoffice@fresnocountyca.gov. The Contractor shall submit each invoice within 60 days after the month in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

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

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

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective upon execution. This Agreement will terminate without further action by either Party one year from the effective date, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than one, one-year period only upon the written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of Information Technology/Chief Information Officer (CIO), or their designee, is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by

the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

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

For the County:
Director of Information Technology/CIO
County of Fresno
333 W. Pontiac Way
Clovis, CA 93612
itsdadminoffice@fresnocountyca.gov

For the Contractor:
Teledata Services Co.
Attention: Mark Audelo, Chief Executive Officer/Chief Financial Officer
3886 N. Ann Ave
Fresno, CA 93727
markaudelo@tscfresno.com

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

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

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

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

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service,

delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

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

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

Article 6

Termination and Suspension

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

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

(B) Terminate this Agreement.

6.2 **Termination for Breach.**

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

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

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

(1) Obtained or used funds illegally or improperly;

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

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

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

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

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

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

Article 7

Independent Contractor

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

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

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

Contractor's employees, including compliance with Social Security withholding and all related regulations.

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

Article 8

Indemnity and Defense

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

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

Article 9

Insurance

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

Article 10

Inspections, Audits, and Public Records

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

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

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

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

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

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

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

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

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

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

Article 11

Disclosure of Self-Dealing Transactions

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

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

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

Article 12

General Terms

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

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

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

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

12.5 **Construction.** The final form of this Agreement is the result of the Parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be

ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either Party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[*SIGNATURE PAGE FOLLOWS*]

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

TELEDATA SERVICES CO.	COUNTY OF FRESNO
Mark Audelo (Feb 27, 2026 15:45:50 PST)	
Mark Audelo, Chief Executive Officer/ Chief Financial Officer	Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno
3886 N Ann Ave Fresno, CA 93727	**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

Exhibit A

Scope of Services

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

A) SERVICE SPECIFICATIONS

The County shall contact the Contractor on an as-needed basis to request service orders. Service Orders will be placed in writing by the designated representatives from ITSD. The Contractor and ITSD shall agree which personnel are authorized to place orders against this Agreement. A written list of such authorized County personnel shall be maintained and kept current by both the Contractor and the County for the term of this Agreement.

1. Each project shall define the services to be offered. The Contractor shall detail all costs associated with the installation services described. All costs, recurring and non-recurring shall be presented in a manner that allows costs to be easily understood. At minimum, cost proposals shall specify: job title, and job ID number; job description; requested start and completion dates; special comments or considerations, parts, and cost; labor hours and cost; and tax and freight.
2. The Contractor shall ensure the provision of voice/data grade, copper riser, station distribution, multi-mode fiber, single mode fiber and CAT 6/CAT 6A Class data cabling distribution to support voice and data communications.
3. Response Levels for Emergency Services:

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

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

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

   Determination of the call response level is at the discretion of the County Representative, or their authorized representative(s). Failure to furnish emergency response

services within the above-specified required response time may result in withholding of payment or termination of this Agreement.

B) VOICE, DATA, AND FIBER TERMINATION

1. Terminations on standard CAT 6/CAT 6A Class E RJ-45 8-position jack (ANSI/TIA/EIA-568B), unless otherwise specified, and according to cable plant requirements.
2. Certified to install Leviton products
3. Certified to install Berk-tek products
4. Berk-tek CAT 6/CAT6A Class E cable use, and standardized to T568B
5. MDF/IDF to 110-type termination to appropriately paired bracketing and hardware
6. Cable trays, backboards, and frames to provide a logical layout to equipment spaces and IDF location (ANSI/TIA/EIA-606A)
7. Fiber cable at multi-mode 50/125 micron, single mode at ITU-T G.657.A1
8. The Contractor certified to install both multi-mode and single mode fiber

C) INSTALLATION

1. The Contractor will contact ITSD to coordinate anticipated interruptions; County reserves the right to minimize interruptions and/or schedule some services after hours.
2. The Contractor will advise ITSD of major disturbances (drilling, framing, and other installation) prior to beginning work.
3. The Contractor shall supply its own necessary tools and equipment to complete work.
4. The Contractor shall broom-clean work areas at the end of each shift workday.
5. Installation equipment, materials, and products will only be allowed to be kept in specified area such as hallways, office areas and lobbies. The County will not be held liable for lost or stolen equipment.
6. All cabling shall be secured above ceiling spaces to building structure at eight (8) foot intervals through combined use of, but not limited to, J hooks, beam clamps, D-rings, and hangers.
7. At no time shall data drops/homeruns be secured to the building structure above ceiling height without the use of cable supports.

Exhibit A

8. Cabling above the ceiling shall be sectioned off, bundled & tied; and routed back to intermediate, MDF/IDF9s) or MPOE9s) using a star configuration.
9. Wiring shall run continuously from the outlet to the wiring closet without breaks or splices.
10. Cable supports (e.g., J Hooks) shall be sized 50% larger than needed to allow for future growth.
11. All boxes, equipment, and cables shall be firmly secured in place; boxes, jacks, and blocks shall be plumb and square; consideration to be given for overall installation aesthetics and cleanliness.
12. Sample Installation diagrams are to be followed at all times.
13. Deviations due to design and/or building structure must be cleared with the County Representative.
14. Any new or replacement premises wiring shall be clearly labeled; the Contractor and the County will work to design a structured method of designing all cabling involved with the project.
15. The Contractor will observe all applicable departmental safety and security regulations established, which shall be provided by the County Representative.
16. The Contractor is responsible for repairing any damage it causes to any County building.
17. The Contractor shall exercise reasonable care to avoid any damage to County property.
18. The Contractor must report to the County any property damage that may exist or may occur during the occupancy of the site.
19. The Contractor must perform all duties as expected and run all jumpers and wiring for surge protection to the carrier network, or as otherwise directed by the County Representative.
20. The Contractor must correct all defects for which the Contractor is responsible, within one (1) week of notification, unless other arrangements are agreed upon by County and the Contractor.

21. Upon completion of work, the Contractor must remove its tools, equipment and all debris from the premises and must leave the premises clean and neat.
22. The Contractor will obtain ITSD approval before cutting into or through any part of the building structure such as beams, girders, concrete or tile floors, partitions and ceilings. The Contractor shall restore any girders, beams, floors, partitions, ceilings, fire partitions and walls to their original condition.
23. Any roof penetrations shall adhere to National Roofing Contractors Association (NRCA) standards. The proper integration of new electrical conduit into existing roofing requires penetrations to be no less than 12” from the base of the perimeter wall or any adjacent penetration or roof curb. Conduit should be contained within a sheet lead pre-manufactured or field-fabricated lead jack in a diameter closely resembling, but larger than that of the conduit. The top of the lead jacks are to be closed from weather using a galvanized stainless steel clamp and Terpolymer sealant. Conduit on weather-resistant wood or rubber blocks are to allow for unrestricted drainage, and verify all anchors used to attach the cameras to the perimeter walls are properly sealed with a Terpolymer sealant – no bituminous (asphalt) or mastic roofing products are to be used.
24. The Contractor shall coordinate all work with ITSD.
25. Core boring set up is to be handled in such a way as to minimize interference with daily operations and with minimal impact to the work environment. Structural engineering approval may be required, depending upon the building and location of the desired core bore.
26. Fiber optic cable service loops are to be provided at all fiber termination points. Wiring closet loops are to be a minimum of 15ft. End termination or main termination point loop is to be a minimum of 150ft.
27. Category 6/6A Class E and Category 3 horizontal cabling shall have a minimum two (2) foot service loop for each cable above ceiling. Service loop is to be neatly dressed and secured.

28. Category 6/6A patch panel terminations are to maintain cable jacket and twist a minimum of one half inch from point of termination. End station terminations are to maintain cable jacket and twist up to the edge of the jack housing.
29. All indoor/outdoor splices and distribution must be enclosed in an enclosure designed for the purpose and able to provide maximum protection to splices and protection from environmental effects.
30. All splices must be able to withstand environmental effects and mechanical shock.
31. Splice trays must protect all fiber splices.
32. Fusing cassettes are to be used on the end of all terminations unless explicitly defined otherwise by the County Representative.
33. All inside distribution and outside plant fiber cabling must utilize loops at MDF/MPOE and vaults for strain relief.
34. The use of armored fiber is mandatory in ALL situations that fiber is being installed indoors. Buried or aerial fiber optic cable must be approved and designed to specific standards intended for aerial or buried application.
35. All fiber must be plenum grade when directed according to regulatory code, or unless otherwise specified by the County Representative, and run in an inner duct to its termination point (fiber patch panel).
36. Installation work may involve performing installation duties in an operational, production datacenter. At no time will installation work be permitted without direction from the County Representative and under direct supervision.

D) TESTING AND ACCEPTANCE

1. ITSD will make inspection as it deems necessary when notified by the Contractor that the services requested, or any part thereof, are ready for acceptance. If items from any project have been omitted or need changing as per requirements stated herein, they shall be noted in a “punch list”. This deviation list will be given to the Contractor, who is expected to complete all items within the time specified by the County Representative.

2. Installation of structured horizontal wiring, cable riser, voice and data drops, raceway, terminations, fiber riser, fiber distribution, coring, and peripheral equipment must be completed.
3. Performance and quality tests shall be conducted as specified for each job.
4. Incorporating the full range of testing specified, successful testing by the Contractor shall include a written report of all performance and quality results provided to the County Representative.
5. Implementation of any and all deviation list items which may result from inspections by the County Representative must be completed within one (1) week unless agreed upon by both Parties.
6. Acceptance of each project for the services requested shall be granted after all equipment has passed the tests required and has been in operation thirty (30) consecutive days without a major failure. In the event of a failure, the County reserves the right to extend the acceptance date until a time the installation complies with the thirty (30) day major fault free requirement.
7. Final payment to the Contractor will be made within forty-five (45) days receipt of an approved invoice and upon acceptance of services from ITSD.

E) CATEGORY 6/6A CLASS E

Testing shall be end-to-end, patch panel to jack including patch cables according to material installed, and according to regulatory code (Total run length not to exceed 316ft, with patch cables 328ft). Test results shall be presented in a PDF, detailing cable port location (building, closet etc.) and all requested test data for the run.

The following tests shall be run on all installed Category 6/6A Class E data runs

1. Length
2. Insertion Loss
3. PS NEXT Loss
4. ACR-F Loss
5. Return Loss

6. Propagation Delay
7. Delay Skew

F) SINGLE MODE AND MULTI-MODE FIBER TESTING

Testing is to be end-to-end with all terminations and splices involved for each strand tested, Optical Tie Domain Reflector (OTDR), Both directions. Test results shall be presented in an Excel spreadsheet, version 5.0 or greater, detailing cable, cable port, location (building, closet etc.), length and attenuation in dB. Fluke OTDR testing reports can be utilized where and when approved by the ITSD Project Manager.

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

1. ANSI/TIA/EIA-455-59A, Measurement of Fiber Point Discontinuities Using an OTDR
2. ANSI/TIA/EIA-455-60A, Measurement of Fiber or Cable Length Using an OTDR
3. ANSI/TIA/EIA-455-61A, Measurement of Fiber or Cable Attenuation Using an OTDR
4. ANSI/TIA/EIA-526-7, Optical Power Loss Measurements of Installed Single Mode Fiber Cable Plant
5. ANSI/TIA/EIA-526-14-A, Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant

G) INSTALLER QUALIFICATION

1. Each project will require a qualified installer, certified for the installation of Berk-Tec cabling. Evidence of this certification may be required, at any time, during the term of the contract.
2. Special qualifications (livescan or other) may be required for the Contractor’s installer(s), depending upon job environments, location or purpose (example: Sheriff's office, Coroner, School sites).

H) SERVICE WARRANTY

1. The Contractor shall provide a warranty of 30 days following occupancy as a standard business practice unless the warranty requirement is waived in writing by the County Representative.

Exhibit A

I) ESCALATION CONTACT INFORMAITON

COUNTY:

Information Technology Service Desk

Office Phone:559-600-5900

servicedesk@fresnocountyca.gov

333 W. Pontiac Ave Clovis, CA 93612

CONTRACTOR:

Teledata Services Company

Mark Audelo, CEO/CFO

Office Phone: 559-291-3975

Mobile Phone: 559-658-0547

3886 N Ann Ave Fresno, CA 93727

J) ONGOING PROJECT LIST

This Agreement authorizes the Contractor to complete only the critical projects identified in the table below and any emergent repairs as requested by the County. This Agreement does not authorize any new projects at any other location.

TSC Job #	TSC Project Name	County Project Name & Associated Department
15718	Selma Voice Cables	Selma Building - Library
15777	B4 Remodel	Pontiac Building 4 Remodel - Probation
15845	Area 2 Dispatch	Area 2 Dispatch Station - Sheriff
15987	Millbrook CSU 1 Data	Heritage Centre Remodel - Behavioral Health
15990	Millbrook CSU 2 Data	Heritage Centre Remodel - Behavioral Health
15991	CSU1 and CSU2 HIRSH	Heritage Centre Remodel - Behavioral Health
16060	Heritage DSS Data Drop	Heritage Centre Remodel - Behavioral Health
16073	Millbrook CSU 1 Camera Cables	Heritage Centre Remodel - Behavioral Health
16074	Millbrook CSU 2 Camera Cables	Heritage Centre Remodel - Behavioral Health

Exhibit B

Compensation

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

PREVAILING WAGE LABOR PER HOUR
(During regular business hours from 6AM - 5PM)

Master Level Technician	**$ 140.00**
Journeyman Level Technician	**$ 130.00**
Apprentice/Helper	**$ N/A**

PREVAILING WAGE EMERGENCY, HOLIDAY, AND OVERTIME LABOR PER HOUR
(Outside of regular business hours from 6AM - 5PM)

Master Level Technician	**$ 175.00**
Journeyman Level Technician	**$ 160.00**
Apprentice/Helper	**$ N/A**

PREVAILING WAGE LABOR PER HOUR (LARGE PROJECT PRICING)
(Outside of regular business hours from 6AM - 5PM)

Master Level Technician	**$ 135.00**
Journeyman Level Technician	**$ 125.00**
Apprentice/Helper	**$ N/A**

Warranty

The Contractor shall provide a warranty of 30 days following occupancy as a standard business practice unless the warranty requirement is waived in writing by the ITSD Director/CIO.

Exhibit C

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

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

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

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

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

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

Exhibit C

(1) Company Board Member Information:			
Name:		**Date:**	
Job Title:			
(2) Company/Agency Name and Address:			
Teledata Services Co 3886 N. Ann Ave Fresno C.A. 93727			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
N/A			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
N/A			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

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

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for disease.

(E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Three Million Dollars ($3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

(F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence, with an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis.

2. Additional Requirements

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

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

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 E
Fresno County Probation Department
NEW JJC Policy Manual

Policy
309

Vendors, Volunteers and Student Interns

309.1 PURPOSE AND SCOPE

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

309.1.1 DEFINITIONS

Definitions related to this policy include:

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

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

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

309.2 POLICY

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

309.3 ELIGIBILITY

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

(a) Being at least 18 years of age.

(b) Possession of liability insurance for any personally owned equipment, vehicles, or animals utilized during volunteer or student intern work.

(c) No conviction of a felony, any crime of a sexual nature or against children, any crime related to assault or violence, any crime related to dishonesty, or any crime related to impersonating a law enforcement officer.

(d) Ability to meet physical requirements reasonably appropriate to the assignment.

(e) A background history and character suitable for a person representing the Department, as validated by a background investigation.

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

309.4 RECRUITMENT, SELECTION, AND APPOINTMENT

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

309.4.1 RECRUITMENT

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

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

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

309.4.2 SELECTION

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

(a) Submit the appropriate written application.

(b) Current TB skin test (completed within the last 6 months).

(c) Successfully complete an appropriate-level background investigation, which may include fingerprinting, and/or obtaining information from local, state, federal and Department of Motor Vehicle databases.

309.4.3 APPOINTMENT

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

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

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

309.5 IDENTIFICATION

As representatives of the Department, vendors, volunteers and student interns are responsible for presenting a professional image to the community. Vendors, volunteers and student interns shall dress appropriately for the conditions and performance of their duties, in compliance with Personal

Appearance Standards and Uniform and Non-Uniform attire policies unless excluded by the Department. Necessary safety equipment will be provided.

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

309.6 PERSONNEL WORKING AS STUDENT INTERNS

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

309.7 PROBATION HUMAN RESOURCES UNIT

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

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

(a) Recruiting, selecting, and training qualified volunteers and student interns.

(b) Maintaining records for each vendor, volunteer and student interns.

(c) Completing and disseminating, as appropriate, all necessary paperwork and information.

(d) Maintaining a liaison with colleges and universities that provide student interns to promote the intern program with both students and the educational system.

(e) Maintaining volunteer and student intern orientation and training materials and outlining expectations, policies, and responsibilities for all volunteers and student interns.

309.8 DUTIES AND RESPONSIBILITIES

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

309.8.1 COMPLIANCE

Vendors, volunteers and student interns shall be required to adhere to all Department policies and procedures. Policies and procedures are available on the Department website and will be made available to each vendor, volunteer, and student intern upon appointment. The vendor, volunteer and student interns shall become thoroughly familiar with these policies and procedures as directed by the Chief Probation Officer or the authorized designee.

Whenever a rule, regulation, or guideline in this Custody Manual refers to regular Department 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.

(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.

309.11.1 RADIO AND DATABASE ACCESS USAGE

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

309.12 EQUIPMENT

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

309.13 TERMINATION OF SERVICES

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

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

309.14 ISSUED DATE

- 02/18/2022

309.15 REVISED DATE(S)

- 05/02/2025

Exhibit E
Fresno County Probation Department
NEW JJC Policy Manual

Policy
400

Emergency Procedures - Facilities (Title 15, § 1327)

400.1 PURPOSE AND SCOPE

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

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

400.2 POLICY

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

400.3 EMERGENCY PROCEDURES

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

(a) Escapes, disturbances, and the taking of hostages.

(b) Civil disturbances, active shooters, and terrorist attacks.

(c) Fire and natural disasters.

(d) Periodic testing of emergency equipment.

(e) Mass arrests.

(f) Emergency evacuation of the facility (see the Emergency Evacuation Plan Policy).

(g) A program to provide all youth supervision staff members with an annual review of emergency procedures.

(h) Other emergencies as needs are identified.

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

The emergency response plans are intended to provide information on specific assignments and tasks for staff members. Where appropriate, the emergency response plans will include persons

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

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

400.3.1 EMERGENCY SUSPENSION OF REQUIREMENTS

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

400.4 LOCKDOWN

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

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

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

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

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

400.5 HUNGER STRIKE

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

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

400.5.1 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

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

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

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

400.5.2 RESPONSE TO HUNGER STRIKES

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

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

400.5.3 LEGAL GUIDANCE

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

400.6 RESPONSE TO DISTURBANCES

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

400.6.1 NOTIFICATIONS

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

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

400.6.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

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

400.6.3 REPORTING

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

400.7 RIOTS

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

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

400.7.1 RESPONSE TO RIOTS

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

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

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

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

All youth who have participated in a riot shall be separated and secured as soon as practicable. If necessary, injured youth shall receive a medical evaluation and treatment. If an injured youth is medically cleared to remain in the Juvenile Justice Campus, the youth will be reclassified and moved to appropriate housing. If a crime has occurred with injury or death due to the riot, the Fresno Sheriffs Office shall be notified to investigate the matter (15 CCR 1327).

400.7.2 QUALIFIED HEALTH CARE PROFESSIONAL RESPONSE

If necessary, a Watch Commander or the authorized designee should notify the qualified health

care professionals and identify a staging area for medical emergency responders and for medical triage.

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

400.7.3 NOTIFICATIONS

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

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

400.7.4 REPORTING

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

400.8 HOSTAGES

The Department does not recognize the taking of hostages as a reason to relinquish control of the Juvenile Justice Campus. Signage will be posted in the lobbies, and visiting area that JJC is a no hostage facility. It is the policy of the Fresno County Probation Department to use all available resources reasonably necessary to bring about a successful end to a hostage situation (15 CCR 1327).

400.8.1 RESPONSE TO HOSTAGE INCIDENT

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

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

400.8.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS

At the direction of the Watch Commander or the authorized designee, the qualified health care professionals shall be notified in order to identify a location and form a logistical plan for medical triage. The location also shall serve as a medical staging area for other medical emergency responders (15 CCR 1327).

400.8.3 HOSTAGE RESCUE

Communications with the hostage-taker should be established as soon as practicable. The Watch Commander or the authorized designee shall document, if known, the number of hostages, any demands, and any injuries. No promises or denials will be made until a hostage negotiator arrives

on scene. Hostage-taker demands for officers to open doors will not be met. A hostage rescue team should be immediately summoned, and the established protocols for resolving the situation shall be implemented. The Chief Probation Officer or the authorized designee shall be consulted regarding decisions faced by the hostage rescue team (15 CCR 1327).

400.8.4 REPORTING

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

400.9 ESCAPES

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

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

400.9.1 YOUTH COUNTS

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

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

400.9.2 SEARCH

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

Booking staff members will develop a flyer with the youth's name, description, latest picture, classification status, and charges, and supply it to other staff members and local law enforcement. Local law enforcement shall also be given the youth's last known address and a list of associates (15 CCR 1327).

400.9.3 REPORTING

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

400.10 CIVIL DISTURBANCES OUTSIDE OF THE DETENTION FACILITY

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

400.11 DEBRIEFING

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

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

400.12 EMERGENCY HOUSING OF YOUTH

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

400.13 MUTUAL AID

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

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

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

400.14 REVIEW OF EMERGENCY PROCEDURES

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

(a) Assignment of staff members to specific tasks in emergency situations.

(b) Instructions for using the alarm systems and signals.

(c) Systems for the notification of appropriate persons outside the facility.

(d) Information on the location and use of emergency equipment in the facility.

(e) Description of evacuation routes and procedures.

400.15 FIRE

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

400.16 NATURAL DISASTER

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

400.17 OTHER TYPES OF EMERGENCIES

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

400.18 PERIODIC TESTING OF EMERGENCY EQUIPMENT

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

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

400.19 TRAINING

Officers shall review emergency procedures (See Emergency Procedures form located in the Department Case Management system) annually (15 CCR 1327). This facility will provide emergency preparedness training as part of orientation training for all staff members assigned to the facility.

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

400.20 REFERENCES

See Facilities Emergencies Procedure for additional guidance.

400.21 ISSUED DATE

- 04/17/2023

THE PRISON RAPE ELIMINATION (PREA) ACT

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

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

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

FRESNO COUNTY SHERIFF'S OFFICE
JAIL DIVISION POLICIES AND PROCEDURES

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

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

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

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

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

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

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).

B. The Watch Commander will notify the Patrol Watch Commander and apprise them of the incident. The Patrol Watch Commander may be requested to activate the Crisis Negotiations Team (CNT), outside support agencies, equipment, personnel, and

dispatch a detective to the scene for the crime report.

III. DURING NEGOTIATIONS

A. While at the scene, the CNT members will conduct all verbal or written communications between the hostage taker(s) and the Incident Commander. CNT will immediately notify the Incident Commander of any changes in the following situations:

1. Hostage status

2. Incident changes and developments

3. Hostage taker demands

4. Any and all pertinent information concerning the incident

B. Staff members at the scene not actively involved with negotiations will not act or speak out to the hostage taker(s) or hostages.

C. The Tactical Commander will formulate a plan to take the necessary actions, using the appropriate force, to terminate the hostage situation in the event negotiations fail. Hostage safety will be of paramount concern.

IV. HOSTAGE SURVIVAL STRATEGIES

A. If taken hostage, it is important to make the transition from being a victim to being a survivor. The following are not strict rules that must be rigidly followed, but rather general guidelines. There will always be exceptions.

1. Regain/maintain composure. Try to be calm, focused and clear-headed at all times. Do not stand out from other hostages. Drawing unnecessary attention increases the chance of being singled out and victimized.

2. Maintain a low-key, unprovocative posture. Overt resistance is usually counterproductive in a hostage situation.

a. Remain calm and follow instructions. Comply with the hostage takers when at all possible.

b. Be stoic. Maintain an outward face of acceptance of adversity with dignity. Avoid open displays of cowardice and fear. Inmates will view frailty and feebleness as weakness, which may lead to victimization.

c. Do not antagonize, threaten or aggravate the hostage takers. Avoid saying "no", or arguing with the hostage takers. Do not act authoritative. The hostage takers

must make it known that they are in charge.

d. Eye contact may be regarded as a challenge; make eye contact with the hostage takers sparingly.

e. Fight off basic instincts, such as anger and hostility. Be polite and remain alert. Speak normally and don't complain.

3. Hostages should try to establish a level of rapport or communication with their captors in attempt to get the captors to recognize them as human beings.
4.

a. Find a mutual ground, an association with the hostage takers. Foster communication on non-threatening topics (e.g., family, hobbies, sports, interests).

b. Use the captors' first names, if known. However, if hostage takers are attempting to conceal their identity, do not give any indication that they are recognized.

c. Listen actively to the captors' feelings and concerns, but never praise, participate in, or debate their "cause". If they want to talk about their cause, act interested in their viewpoints. Avoid being overly solicitous, which may be viewed as patronizing or insincere.
d. Do not befriend the inmates; such an attempt will likely result in exploitation.

e. Try asking for items that will increase personal comfort. Make requests in a reasonable, low-key manner.

5. Be prepared to be isolated and disoriented.

a. Do not talk to other hostages. The hostage takers may think a plot is being formed.

b. Develop mind games to stimulate thinking and maintain mental alertness.

6. Be tolerant of fellow hostages. Just as each person has different reactions to stress, each individual will have different methods of coping as a hostage. Some methods are not effective and may endanger the group, or be annoying to other hostages (e.g., constant talking). Try to help these people cope in other ways.

7. Gather intelligence. Hostages should take in and store as much detail, about their captors as possible without drawing attention to their efforts. Make mental notes and attempt to gather the following information: identification of the ring leader, the number of hostage takers, the type of weapons they are using, their tactics,

location within the area, etc.

8. Maintain hope. Depending on the circumstances, resolution of hostage situations can be a lengthy process.

B. Stay away from doors and windows through which rescue teams may enter or shoot. If a rescue is attempted, drop to the floor and keep hands in view.

C. If there is a chance to escape, the hostage should be certain of their success.

1. Balance the likely payoff of any behavior with the possible consequences. Hostage takers may use violence or death to teach a lesson.

2. Realize that Central Control will not open any doors for anyone.

D. Hostages should be aware of the "Stockholm Syndrome", whereby hostages begin to show sympathy toward their captors. Hostages who develop Stockholm Syndrome often view the captor as giving life by simply not taking it. Such hostages often misinterpret a lack of abuse as kindness and may develop feelings of appreciation for the perceived benevolence.

BACKGROUND INVESTIGATIONS AND IDENTIFICATION (ID) BADGES

Background Investigations

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

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

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

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

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

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

Identification (ID) Badges

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

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