

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated \_\_\_\_\_ ("Effective  
3 Date") and is between Tek84 Inc., a Delaware corporation ("Contractor"), and the County of  
4 Fresno, a political subdivision of the State of California ("County").

5 **Recitals**

6 A. The County, through its Probation Department ("Probation"), operates the Juvenile  
7 Justice Campus ("JJC"), which houses detained youthful offenders twenty-four hours per day  
8 and seven days per week. The JJC is staffed by Probation employees, volunteers, and  
9 contracted providers daily.

10 B. Families and authorized visitors of the youth may enter the JJC to visit the youth.  
11 Additionally, some detained youth are able to participate and be placed in less restrictive  
12 programming or be temporarily released on furlough, allowing them to spend time outside the  
13 JJC for a period of time before returning to the JJC.

14 C. Recently, Probation has observed an increase in contraband entering the JJC, which  
15 standard search procedures and standard metal detectors have not been able to detect. To  
16 enhance security and maintain a safe environment for all individuals within the institution,  
17 including youthful offenders, their families, authorized visitors, employees, volunteers, and  
18 contracted providers, Probation has identified the need for compact body scanners specifically  
19 designed for correctional facilities.

20 D. On January 24, 2024, the County of Orange, California ("Orange County") entered into  
21 Agreement No. MA-057-24010214 with the Contractor, following an Invitation for Bids (IFB) 057-  
22 2501405-DV, for the procurement of a compact body scanner. Orange County Agreement No.  
23 MA-057-24010214 included a Cooperative Contract Clause, where the Contractor has the  
24 option to extend the pricing and provisions of the agreement to any municipal, county, or other  
25 governmental organization.

26 E. Contractor has agreed to extend the pricing and provisions of Orange County  
27 Agreement No. MA-057-24010214 to the County.

28 The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

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

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

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

11 1.4 Contractor acknowledges that County's JJC is operated as a no hostage facility;  
12 therefore, all services provided shall be performed in accordance with Probation's Hostage  
13 Situation Policy, as well as Probation's JJC Manual Policy for Vendors, Volunteers and Student  
14 Interns, as described in Exhibit B to this Agreement. Contractor shall comply with all Probation's  
15 JJC policies, procedures, and protocols related to safety and security of the detained youth and  
16 facility.

17 1.5 **Consistent Federal Income Tax Position.** Contractor acknowledges that the JJC  
18 has been acquired, constructed, or improved (and is situated on land that has been acquired)  
19 using net proceeds of governmental tax-exempt bonds (collectively, "Bond-Financed Facilities").  
20 Contractor agrees that, with respect to this Agreement and the Bond-Financed Facilities ,  
21 Contractor is not entitled to take, and shall not take, any position (also known as a "tax position"  
22 with the Internal Revenue Service (IRS) that is inconsistent with being a service provider to the  
23 County, as a qualified user with respect to the Bond-Financed Facilities, as managed property,  
24 as all of those terms used in IRS Revenue Procedure 2017-13, and to that end, for example,  
25 and not as a limitation, Contractor agrees that Contractor shall not, in any connections with any  
26 federal income tax return that it files with the IRS or any other statement or information that it  
27 provides to the IRS, (a) claim ownership, or that it is a lessee, of any portion of the Bond-  
28 Financed Facilities, or (b) claim any depreciation or amortization deduction, investment tax

1 credit, or deduction for any payment as rest with respect to the Bond-Financed Facilities. The  
2 Contractor further acknowledges that services provided at the JJC, does not entitle the  
3 Contractor to have any right to control or exclusively possess all or any portion of any County  
4 facility, including the JJC, and at any time, authorized County staff may enter County facilities,  
5 including the JJC, where Contractor is performing services.

6 1.6 Contractor shall not have any right to control or exclusively possess all or any portion  
7 of any County facility, including the JJC, and at any time, authorized County staff may enter  
8 County facilities, including the JJC, where Contractor is performing services.

## 9 **Article 2**

### 10 **County's Responsibilities**

11 2.1 The County shall designate staff to act as a liaison between the County and the  
12 Contractor during the term of this Agreement. The designated staff will work with the Contractor  
13 to coordinate services in Exhibit A to this Agreement, titled "Scope of Services."

14 2.2 The County shall compensate and remit payment to Contractor as provided in Article  
15 3, "Compensation, Invoices, and Payments," of this Agreement.

## 16 **Article 3**

### 17 **Compensation, Invoices, and Payments**

18 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
19 the performance of its services and goods under this Agreement as described in Exhibit C to  
20 this Agreement, titled "Fees and Charges."

21 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
22 under this Agreement is Five-Hundred-Fifty Thousand, Thirty-Three Dollars and Sixty-Three  
23 Cents (\$550,033.63) during the term of the Agreement.

24 (A) **Purchase and Initial Two-Year Warranty.** The maximum compensation for the  
25 first year of the Agreement shall not exceed Four Hundred Sixty-Nine Thousand, Nine  
26 Hundred, Thirty-Three Dollars and Sixty-Three Cents (\$469,933.63), which includes  
27 pricing for all body scanners ("body scanners" or "Intercepts"), image storage equipment  
28 ("TekNET"), freight, software, and initial two-year warranty.

1 (B) **Extended Warranty.** The extended warranty payments shall be made annually  
2 in advance of the third, fourth, and fifth years, after satisfactory acceptance by the  
3 County. The maximum compensation for the third year shall not exceed Twenty-Six  
4 Thousand, Seven Hundred Dollars (\$26,700). The maximum compensation for the fourth  
5 year shall not exceed Twenty-Six Thousand, Seven Hundred Dollars (\$26,700). The  
6 maximum compensation for the fifth year shall not exceed Twenty-Six Thousand, Seven  
7 Hundred Dollars (\$26,700). If this Agreement is terminated for any reason, Contractor  
8 shall immediately pay the County one-twelfth of the annual maintenance warranty fee or  
9 portion therefore remaining in the agreement term.

10 3.3 **Invoices.** The Contractor shall submit invoices electronically to  
11 ProbationInvoices@fresnocountyca.gov and ProbationContracts@fresnocountyca.gov. Each  
12 invoice shall specifically identify this Agreement number. The Contractor shall submit the invoice  
13 for the first year within 60 days following the execution of this Agreement. For the third, fourth,  
14 and fifth year, the Contractor shall submit each invoice no later than 45 days before the start of  
15 the one-year period.

16 3.4 **Payment.** The County shall pay each correctly completed and timely submitted  
17 invoice within 30 days after receipt. The County shall remit any payment to the Contractor's  
18 address specified in the invoice.

19 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
20 expenses that are not specified as payable by the County under this Agreement.

## 21 **Article 4**

### 22 **Term of Agreement**

23 4.1 **Term.** This Agreement is effective on the Effective Date, and terminates three years  
24 from the effective date, except as provided in section 4.2, "Extension," or Article 6, "Termination  
25 and Suspension," below.

26 4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
27 year periods only upon written approval of both parties at least 30 days before the first day of  
28 the next one-year extension period. The Chief Probation Officer or his or her designee is

1 authorized to sign the written approval on behalf of the County based on the Contractor's  
2 satisfactory performance. The extension of this Agreement by the County is not a waiver or  
3 compromise of any default or breach of this Agreement by the Contractor existing at the time of  
4 the extension whether or not known to the County.

## 5 **Article 5**

### 6 **Notices**

7 5.1 **Contact Information.** The persons and their addresses having authority to give and  
8 receive notices provided for or permitted under this Agreement include the following:

9 **For the County:**

10 Chief Probation Officer  
11 County of Fresno  
12 3333 E. American Ave. Bldg. 701, Suite B  
13 Fresno, CA 93725  
14 ProbationContracts@fresnocountyca.gov  
15 Phone: (559) 600-1298  
16 Fax: (559) 455-2488

17 **For the Contractor:**

18 Chief Executive Officer  
19 Tek84 Inc.  
20 13495 Gregg Street  
21 Poway, CA 92064  
22 [Optional: Email Address]

23 5.2 **Change of Contact Information.** Either party may change the information in section  
24 5.1 by giving notice as provided in section 5.3.

25 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
26 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
27 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
28 an overnight commercial courier service, by telephonic facsimile transmission, 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.

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

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

10 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,  
11 nothing in this Agreement establishes, waives, or modifies any claims presentation  
12 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
13 of Title 1 of the Government Code, beginning with section 810).

## 14 **Article 6**

### 15 **Termination and Suspension**

16 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are  
17 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
18 are not allocated, then the County, upon at least 30 days' advance written notice to the  
19 Contractor, may:

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

21 (B) Terminate this Agreement.

#### 22 6.2 **Termination for Breach.**

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

27 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
28 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

1 Contractor shall save the County harmless from all matters relating to the payment of  
2 Contractor's employees, including compliance with Social Security withholding and all related  
3 regulations.

4 7.4 **Services to Others.** The parties acknowledge that, during the term of this  
5 Agreement, the Contractor may provide services to others unrelated to the County.

## 6 **Article 8**

### 7 **Indemnity and Defense**

8 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
9 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
10 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
11 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
12 the performance or failure to perform by the Contractor (or any of its officers, agents,  
13 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
14 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
15 defend the County.

16 8.2 **Cooperative Contract Use.** In accordance with the requirements of Orange County  
17 Compact Body Scanner Agreement No. MA-057-24010214, Contractor and County will  
18 indemnify, defend with counsel approved in writing by the County of Orange, California  
19 ("Orange County"), and hold Orange County, its elected and appointed officials, officers,  
20 employees, agents, and those special districts and agencies which Orange County's Board of  
21 Supervisors acts as the governing Board ("Orange County Indemnitees") harmless from any  
22 claims, demands or liability of any kind or nature, including but not limited to personal injury or  
23 property damage, arising from or related to the services, products or other performance  
24 provided under this Agreement.

25 8.3 **Survival.** This Article 8 survives the termination of this Agreement.  
26  
27  
28



1 **Article 9**

2 **Insurance**

3 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
4 Agreement.

5 **Article 10**

6 **Confidentiality and Data Security**

7 10.1 **Confidentiality.** The County and the Contractor may have access to information that  
8 is a trade secret as defined in California Government Code section 7924.510(f).

9 10.2 Each party shall use the other's Information only to perform its obligations under, and  
10 for the purposes of, the Agreement. Neither party shall use the Information of the other Party for  
11 the benefit of a third party. Each Party shall maintain the confidentiality of all Information in the  
12 same manner in which it protects its own information of like kind, but in no event shall either  
13 Party take less than reasonable precautions to prevent the unauthorized disclosure or use of the  
14 Information.

15 10.3 The Contractor shall not disclose the County's data except to any third parties as  
16 necessary to operate the Contractor Products and Services (provided that the Contractor  
17 hereby grants to the County, at no additional cost, a non-perpetual, noncancelable, worldwide,  
18 nonexclusive license to utilize any data, on an anonymous or aggregate basis only, that arises  
19 from the use of the Contractor Products and Services by the Contractor, whether disclosed on,  
20 subsequent to, or prior to the Effective Date, to improve the functionality of the Contractor  
21 Products and Services and any other legitimate business purpose, subject to all legal  
22 restrictions regarding the use and disclosure of such information).

23 10.4 Upon termination of this Agreement, or upon a Party's request, each Party shall  
24 return to the other all Information of the other in its possession. All provisions of the Agreement  
25 relating to confidentiality, ownership, and limitations of liability shall survive the termination of  
26 the Agreement.

27 10.5 All services performed by the Contractor shall be in strict conformance with all  
28 applicable Federal, State of California, and/or local laws and regulations relating to

confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, California Health and Safety Code, California Code of Regulations, and the Code of Federal Regulations.

10.6 **Data Security.** The Contractor shall be responsible for the privacy and security safeguards, as identified in Exhibit E, entitled “Data Security.” To the extent required to carry out the assessment and authorization process and continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of any County data collected and stored by the Contractor, the Contractor shall afford the County access as necessary at the Contractor’s reasonable discretion, to the Contractor’s facilities, installations, and technical capabilities. If new or unanticipated threats or hazards are discovered by either the County or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

## Article 11

## Inspections, Audits, and Public Records

11.1 **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.

11.2 **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.

11.3 **Public Records.** Notwithstanding Article 10 of this Agreement, 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

1 Agreement or any record or data that the Contractor may provide to the County may include but  
2 is not limited to the following:

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

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

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

13 (D) This Agreement, and any record or data that the Contractor may provide to the  
14 County, is subject to public disclosure as a public record under the California Public  
15 Records Act (California Government Code, Title 1, Division 10, beginning with section  
16 7920.000) ("CPRA").

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

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

25 **11.4 Public Records Act Requests.** If the County receives a written or oral request  
26 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
27 and which the County has a right, under any provision of this Agreement or applicable law, to  
28 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 12**

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

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

**12.2 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 F to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

12.3 **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 13

## General Terms

13.1 **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.

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

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

13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. 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.

13.5 **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.

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

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

13.8 **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

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3       13.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

9       13.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
11 performance of any continuing or other obligation of the Contractor and does not prohibit  
12 enforcement by the County of any obligation on any other occasion.

13       13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
14 between the Contractor and the County with respect to the subject matter of this Agreement,  
15 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
16 publications, and understandings of any nature unless those things are expressly included in  
17 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
18 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
19 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
20 exhibits.

21       13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
22 create any rights or obligations for any person or entity except for the parties.

23       13.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

1       13.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
2 electronic signature as provided in this section.

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

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

13           (C) The provisions of this section satisfy the requirements of Civil Code section  
14 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
15 Part 2, Title 2.5, beginning with section 1633.1).

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

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

23       13.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
24 original, and all of which together constitute this Agreement.

25                               *[SIGNATURE PAGE FOLLOWS]*  
26  
27  
28

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

2 TEK84 INC.

COUNTY OF FRESNO

3  
4 

Apr 29, 2025

5 for Steve Smith, Chief Executive Officer

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

6 13495 Gregg Street  
7 Poway, CA 92064

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

9  
10 By: \_\_\_\_\_  
Deputy

11 For accounting use only:

12 Org No.: 34409999  
13 Account No.: 7295  
Fund No.: 0001  
14 Subclass No.: 10000  
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## Exhibit A

### Scope of Services

- I. **Introduction:** Contractor shall provide compact body scanners to County's Probation, as described below:
- II. **Description of Compact Body Scanner and Software:**
  - A. Following payment of the compensation described in Exhibit C, Line 01, County shall own Compact Body Scanners.
  - B. Compact Body Scanner shall be specially designed for use in correctional facilities.
    - i. Compact Body Scanner shall allow for a detailed examination of the abdominal cavity and natural cavities of the human body without employing specialized medical equipment and provides contraband detection and privacy protection.
    - ii. Low X-Ray exposure ration with multiple scanning modes for a high resolution/maximum security screening.
    - iii. Compact Body Scanner must include at a minimum a 24-month parts and labor warranty.
  - C. TekNET to provide backup storage for up to 100 million images, to allow all connected Compact Body Scanners users to view scans taken from multiple locations and consolidate to one large hard drive, and to provide remote access and support with proactive monitoring for ease in trouble shooting issues.
  - D. Software:
    - i. Intercept Manager software allows users to:
      1. Ensure radiation dose compliance.
      2. Report subject dose levels administered at all Compact Body Scanners.
      3. Maintain subject and user information from a workstation, eliminate the need to perform these tasks at a Compact Body Scanner.

## Exhibit A

4. Remotely view, enhance, compare, and manage images and system data across multiple Compact Body Scanners from a TekNET linked computer. View scanning activity, run reports, and audits.
5. Export images to an authorized USB drive or a printer.
6. Centralize report writing for maximum efficiency and regulatory compliance.
7. Execute court-ordered record expunctions and locks.
8. Import/export data from/to the JMS, requires JMS API development (quoted upon request).
9. Image data and critical information are encrypted with Advanced Encryption Standard (AES) ciphers.
- ii. JMS Integration allows the integration of tab delimited files to the juvenile management system.

### III. Contractor Requirements:

- A. Contractor shall possess and maintain all Federal, State and Local permits, licenses and approvals necessary to provide services/goods required for the purchase of Compact Body Scanner. Any associated fees shall be the responsibility of the Contractor. Copies of each may be requested by County.

### IV. Product Requirements:

- A. Contractor shall:
  - i. Provide the following minimum product specification for Compact Body Scanner, to include but not limited to:  
System Requirements:
    - Subject remains stationary for a 3.8 second fully body scan
    - Capacity – The full load rate of the Intercept is 180 scans per hour or 4,320 scans in a twenty-four (24) hour period

## Exhibit A

- Regulated by FDA • Ultra-small footprint and safety zone, easy to install and relocate
- Scans Posterior to Anterior in accordance with ANSI/HPS N43-17-2009 Radiation Safety Standard
- ANSI Compliant Certificate Standards:
  - Complies with ANSI/HPS N43.17 2009 (Body Scanner Radiation Safety)
  - Complies with ANSI/IEEE N42.47-2010 (Body Scanner Image Quality)

### Power Requirements:

- 100/120/220 VAC
- 50/60 Hz 1000 Watts
- Tolerant of poorly regulated power

### Detectability:

- Complies with ANSI/IEEE N42.47-2010 (Body Scanner Image Quality)
- Operator and Bystander Radiation exclusion Zone equal to the footprint of the unit 34" x 72"
- Variable Scanning Dose from .25uSv to 2.0uSv
- Three image manipulation styles including – 3D, Hi RES, and DETAIL

### Detects Items:

- Explosives, detonators, wires, etc.
- Narcotics
- Small metallic objects (razors) in body cavities
- Firearms, knives, weapons
- Unconventional weapons (plastic, wood, ceramic)

## Exhibit A

- Electronic devices
- Food
- Precious stones and metals

ii. Provide the following minimum product specification for TekNET, to include but not limited to:

### Install Requirements:

- Compact Body Scanner network software version 3.5.8 or higher.
- Dimensions for install 88 mm x 430.5 mm x 395.5 mm (HxWxD). 2 post install with a shelf kit for your TekNET to be stacked on top of each other, or a 4 post with a rail kit which will allow the TekNET to be mounted in the front and back.
- Must have network drop and network switch installed near TekNET device location. Switch must support the number of scanners plus 1 empty connection point.
- Installation must be in a data closet or similar secure area.
- Category 5 or better network connection
- (GbE recommend) between all scanners and TekNET.
- Select the isolated IP address range of TekNET network and work with VLAN and other remote network techniques.
- Connect all Compact Body Scanners and the TekNET device on a LAN or WLAN when the TekNET is purchased after or before the Intercepts installation.

### Operations Requirements:

- Subject/user/data added or modified by any Intercept user is copied to TekNET and replicated to each Compact Body Scanner database.

## Exhibit A

- Compact Body Scanners continue to operate on local data during a lost network connection.
- Compact Body Scanners mirror changes with TekNET after a network interruption.
- Deduplication, integrity checks, and incremental transfer technology reduce bandwidth and storage use.
- Storage fully supports mainstream virtualization solutions to enhance work efficiency with an easy management interface.

B. Include all labor, parts, software, installation, delivery, freight, and training services for Compact Body Scanner purchased.

C. Provide new, not used condition system.

### V. Contractor Responsibilities:

#### A. Contractor shall:

- i. Provide products specified herein or otherwise agreed to in writing by County.
- ii. Provide specific hands-on training as well as virtual training(s) for each device being requested.
- iii. Provide onsite assembly and set-up, performed by Contractor's authorized staff, of all equipment within a space designated by the County or the County's designated staff.

### VI. Extended Warranty for Repairs and Servicing:

#### A. Contractor shall:

- i. Provide initial manufacturer's warranty for a (2) two-year period from the date of acceptance, and equipment manufactured by Contractor shall be free from defects in materials and workmanship.

## Exhibit A

- ii. Provide warranty repair or replacement within the initial two-year period and include the system sensor head unit (SHU), cables, switches, optical train, and power module.
- iii. Repair units within a (2) two-week time frame subject to Contractor's internal processes and availability of applicable system components and service personnel.
- iv. Technical support, semi-annual preventive maintenance, and software upgrades with no labor, parts or travel costs.
- v. Provide annual radiation report including unit inspections, operation area inspection and a furnished report for auditing purposes.
- vi. Provide additional (3) three years extended warranty identical to manufacturer's warranty with software support.

### VII. Locations and Hours of Operation:

- A. Contractor shall provide the requested compact body scanners at the following Probation location.

Fresno County Probation - Juvenile Justice Campus

3333 E. American Ave.

Fresno, CA 93725

\*Prior to the delivery, the County will advise the Contractor of the identified staff who will be the County Liaison for delivery.

- B. Contractor personnel shall arrive at the designated work location no later than fifteen (15) minutes prior to the job start time and remain until dismissed by County. Contractor shall provide a business card and name of the Contractor they are representing.
- C. Contractor shall maintain a telephone answering system, which at a minimum, provides eight (8) hour a day, five (5) day week (Monday thru Friday) coverage from the hours of 8:00 AM to 5:00 PM (PT).

## Exhibit A

D. For all general service-related questions, Contractor shall return calls or respond to emails within twenty-four (24) hours (equivalent to one (1) business day) to County regarding requests for service.

E. The County may provide the Contractor with such physical and remote access to a specified County computer or network environment that is mutually deemed necessary in order for the Contractor to perform its obligations under the Agreement. County will make all necessary arrangements as may be required to provide access to the specified County computer and network environment if necessary for the Contractor to perform its obligations under the Agreement.

## Vendors, Volunteers and Student Interns

### 309.1 PURPOSE AND SCOPE

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

#### 309.1.1 DEFINITIONS

Definitions related to this policy include:

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

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

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

### 309.2 POLICY

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

### 309.3 ELIGIBILITY

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

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

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



# **Exhibit B**

## **Fresno County Probation Department**

### **NEW JJC Policy Manual**

#### **NEW JJC Policy Manual**

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

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

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

#### **309.4.1 RECRUITMENT**

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

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

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

#### **309.4.2 SELECTION**

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

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

#### **309.4.3 APPOINTMENT**

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

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

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

### **309.5 IDENTIFICATION**

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

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

#### **309.6 PERSONNEL WORKING AS STUDENT INTERNS**

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

#### **309.7 PERSONNEL UNIT**

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

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

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

#### **309.8 DUTIES AND RESPONSIBILITIES**

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

##### **309.8.1 COMPLIANCE**

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

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

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

#### **309.9 TASK-SPECIFIC TRAINING**

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

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

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

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

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

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

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

#### **309.10 SUPERVISION**

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

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

- (a) Take the time to introduce vendors, volunteers and student interns to staff members on all levels.
- (b) Ensure vendors, volunteers and student interns have work space and necessary office supplies.

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

#### **309.10.1 EVALUATIONS**

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

#### **309.10.2 FITNESS FOR DUTY**

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

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

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

#### **309.11 INFORMATION ACCESS**

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

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

Vendors, volunteers and student interns shall not address public gatherings, appear on radio or television, prepare any article for publication, act as correspondents to newspapers or other periodicals, release or divulge any information concerning the activities of the Department, or maintain that they represent the Department in such matters without permission from the proper Department personnel.

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##### **309.11.1 RADIO AND DATABASE ACCESS USAGE**

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

##### **309.12 EQUIPMENT**

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

##### **309.13 TERMINATION OF SERVICES**

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

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

##### **309.14 ISSUED DATE**

- 02/18/2022



Exhibit B  
**Fresno County Probation Department**

Kirk Haynes, Chief Probation Officer



**Fresno County Probation Department**  
3333 E. American Ave.  
Fresno, CA 93725

**Attn: Personnel**  
Phone: (559) 600-4825  
Fax: (559) 600-1307

**PROBATION VENDOR APPLICATION**

FOR PROBATION PERSONNEL USE ONLY			
Local Records Check:	CLETS/DMV:	Fingerprints:	TB Test Results:

**CONTACT INFORMATION (Print clearly in ink)**

Name: (Last, First, MI) \_\_\_\_\_ Maiden or other name(s) used: \_\_\_\_\_

Address: (number & street) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Driver's License # \_\_\_\_\_ SS#: \_\_\_\_\_ DOB: \_\_\_\_\_ SEX: \_\_\_\_\_

Phone #: ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

**EMPLOYMENT**

Name of Current Employer \_\_\_\_\_ Position/Title \_\_\_\_\_ How Long \_\_\_\_\_

Address: (number & street) \_\_\_\_\_ City, State, Zip Code \_\_\_\_\_ Phone# \_\_\_\_\_

**PREA (Prison Rape Elimination ACT)**

The Prison Rape Elimination Act (PREA) was passed in 2003. The purpose of the act is to "provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape."

- Will you be willing to abide by all **PREA** Standards, which will include an orientation/training ☐ **Yes** ☐ **No**
  - (Please note: Selecting "**No**" to the question above may result in the rejection of your application)
  - (If you answer "**Yes**" to any question below, please provide the date, offense, city/state & an explanation on a separate piece of paper and attach to this form)
- Have you ever been arrested for any crime(s) and/or arrested or convicted for sexual abuse, or any other sexual misconduct? ☐ **Yes** ☐ **No**
- Have you ever been investigated for sexual harassment? ☐ **Yes** ☐ **No**

# Exhibit B

## EMERGENCY CONTACTS

## Fresno County Probation Department

Kirk Haynes, Chief Probation Officer

List any medical conditions you feel we should be aware of:

\_\_\_\_\_

In case of an emergency, notify:

	Name	Telephone	Relationship
1			
2			

## CONFIDENTIAL RELEASE OF INFORMATION

In addition to completing this form, the following steps **must** be done:

- You must provide recent TB test results (from within the past 6 months).
- You will be subject to a background check, which may include fingerprints.

I grant my permission for the Probation Department to make background, criminal, and vehicle record checks, which are standard procedures for all vendor applicants.

I certify that all statements made on this application are true to the best of my knowledge. I understand that untruthful and/or misleading answers are cause for rejection of my application.

Applicant's Signature \_\_\_\_\_

\_\_\_\_\_ Date

Reviewer's Signature \_\_\_\_\_

☐ Approved

☐ Denied

\_\_\_\_\_ Date

## FOR OFFICE USE ONLY

JJC	Personnel	
Date received:	Date received:	Date ID issued:
Approved by:	Date sent to Administration:	ID issued to:
Date sent to Personnel:	Date applicant contacted:	Initials:
Notes:		

## **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



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## **Fresno County Probation Department**

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

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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.

# **Exhibit B**

## **Fresno County Probation Department**

### **NEW JJC Policy Manual**

#### **NEW JJC Policy Manual**

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

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#### **400.5 HUNGER STRIKE**

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

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

##### **400.5.1 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**

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

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

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

##### **400.5.2 RESPONSE TO HUNGER STRIKES**

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

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

##### **400.5.3 LEGAL GUIDANCE**

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

#### **400.6 RESPONSE TO DISTURBANCES**

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

##### **400.6.1 NOTIFICATIONS**

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

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

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

#### **400.6.2 NOTIFICATION OF QUALIFIED HEALTH CARE PROFESSIONALS**

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

#### **400.6.3 REPORTING**

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

#### **400.7 RIOTS**

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

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

#### **400.7.1 RESPONSE TO RIOTS**

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

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

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

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

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

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is medically cleared to remain in the Juvenile Justice Campus, the youth will be reclassified and moved to appropriate housing. If a crime has occurred with injury or death due to the riot, the Fresno Sheriff's 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).

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##### **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.

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

#### **400.9.3 REPORTING**

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

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

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

#### **400.11 DEBRIEFING**

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

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

#### **400.12 EMERGENCY HOUSING OF YOUTH**

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

#### **400.13 MUTUAL AID**

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

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

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

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

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

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

#### **400.15 FIRE**

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

#### **400.16 NATURAL DISASTER**

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

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

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

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

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

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

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#### **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



## Exhibit C

### Fees and Charges

County shall pay the following fees in accordance with the provisions of this Agreement.

Payment shall be as follows:

Line Item	Description	QTY	Unit Price	Total
01	Purchase of Compact Body Scanner (Tek84 Intercept Whole Body Security Scanning System)  High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv  Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva	3	\$137,500	\$412,500.00
02	2-Year Parts and Labor Warranty on entire system from time of installation	3	Included	\$0.000
03	TekNet Real-time data sharing between multiple Intercepts. 20 TB protected storage. Remote Diagnostics.	1	\$13,000	\$13,000.00
04	Intercept Manager For County PC. View scanning activity; run reports; audit; and remote admin.	1	\$2,000	\$2,000.00
05	JMS Integration Includes integration of tab delimited file containing fields for subject ID, last, first, middle, DOB, comments and gender. Further integration requires additional information to determine cost.	1	\$4,000	\$4,000.00
06	½ Day Installation	3	Included	\$0.00
07	2.5 Days Formal Classroom Onsite Training	3	Included	\$0.00
08	Extended Warranty (3-Years Total) *	3	\$26,700	\$81,000.00

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09	Sales Tax (7.975%) **			\$33,933.63
10	Shipping and Delivery (from San Diego, CA)	3	\$1,500	\$4,500.00
			Total	\$550,033.63

\* Extended warranty shall be paid annually in advance and includes:

1) Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the Intercept.

2) One (1) Preventative Maintenance visit for review, inspection, and potential replacement of all “wear” components before their end of life.

3) Software system review to ensure the system is operating at the latest level of software. This applies to software upgrades that do not require hardware upgrades and is a courtesy check. Any software change made will be authorized and reviewed with County before doing so.

4) One (1) Radiation Safety Survey of the Intercept as required by ANSI regulations. Note that state regulations vary and may require independent verification of radiation emissions. County shall check with the state’s governing body to ensure compliance.

\*\* Only applicable for taxable items.

# Exhibit D

## Insurance Requirements

### 1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Exhibit E of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion

## Exhibit D

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

### 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 technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
  - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and

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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

## Data Security

### 1. Definitions

Capitalized terms used in this Exhibit E have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.
- (C) **“Director”** means the County’s Chief Probation Officer or designees.
- (D) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.
- (H) **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit E.

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- (I) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

### 2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:
  - (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
  - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E;
  - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County

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before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

### 3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit E, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b)



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employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
  - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
  - (vi) having a patch management process including installation of all operating system and software vendor security patches;
  - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
  - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be

## Exhibit E

available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

### 4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone numbers: (559) 600-5900, (559) 600-4645, followed promptly by email at the following email addresses: [incidents@fresnocountyca.gov](mailto:incidents@fresnocountyca.gov), [ProbationContracts@fresnocountyca.gov](mailto:ProbationContracts@fresnocountyca.gov), [ProbationAutomationAssistance@fresnocountyca.gov](mailto:ProbationAutomationAssistance@fresnocountyca.gov) (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint,

## Exhibit E

including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit E.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

### 5. Oversight of Security Compliance

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the

## Exhibit E

Contractor and such Authorized Persons, or amending any written agreements to provide same.

**6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

**7. Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

**8. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit E and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit E or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the

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County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnatee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

**9. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit E shall survive the termination of this Agreement.

**10. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything in this Exhibit E confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**11. No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.

## **Exhibit F**

### **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 F

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