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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated July 18, 2023 and is between the Superior Court of California, County of Fresno, an entity of the California Judicial Branch organized under Article VI of the California Constitution, whose address is 1100 Van Ness, Fresno, CA 93724-0002 (“Court”), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

WHEREAS, the Court provides various County departments, as provided in Exhibit A, attached and incorporated by this reference, Odyssey system access, door access, Wi-Fi usage, badges, and printer usage; and

WHEREAS, the Court began charging County departments access to their Odyssey system for logons, door access, Wi-Fi usage, and badges through Agreement No. 18-416 and added printer charges for the Probation Department through Amendment No. 18-416.1; and

WHEREAS, the Court’s Odyssey system is a case management system that County departments utilize to access case types including criminal, civil, probate, family, and juvenile cases; and

WHEREAS, the County desires to continue to use the Odyssey system, door access, Wi-Fi usage, badges, and Printer, and to compensate Court for such usage according to the terms of this Agreement.

The parties therefore agree as follows:

Article 1

Court’s Services

- 1.1 **Scope of Services.** The Court shall perform all of the services provided as follows:
 - A.** Provide log-on access to the COURT’S Odyssey system;
 - B.** Provide door access;
 - C.** Provide Wi-Fi usage;

1 D. Provide COURT-issued badges as needed; and

2 E. Provide Probation Department printer access and usage as applicable.

3 1.2 **Representation.** The Court represents that it is qualified, ready, willing, and able to
4 perform all of the services provided in this Agreement.

5 1.3 **Compliance with Laws.** The Court shall, at its own cost, comply with all applicable
6 federal, state, and local laws and regulations in the performance of its obligations under this
7 Agreement, including but not limited to workers compensation, labor, and confidentiality laws
8 and regulations.

9 **Article 2**

10 **County's Responsibilities**

11 2.1 The County shall notify the COURT of any requests to deactivate a badge or
12 Odyssey ID/log immediately or within three (3) business days of the change. The County is
13 obligated to continue to pay until notice is received from the Court that the badge or Odyssey
14 ID/login has been deactivated.

15 2.2 COUNTY shall only access Odyssey for County work-related purposes.

16 **Article 3**

17 **Compensation, Invoices, and Payments**

18 3.1 The County agrees to pay, and the Court agrees to receive, compensation for the
19 performance of its services under this Agreement as described in Exhibit A to this Agreement,
20 attached and incorporated by this reference. Annual increases to the rates in Exhibit A will be
21 provided to the County and shall not exceed 20% of the previous year's rates.

22 3.2 **Maximum Compensation.** The maximum compensation payable to the Court under
23 this Agreement is one hundred twenty thousand dollars (\$120,000) per year. The total
24 compensation payable for the potential five-year term of this Agreement shall not exceed six
25 hundred thousand dollars (\$600,000). The Court acknowledges that the County is a local
26 government entity and does so with notice that the County's powers are limited by the California
27 Constitution and by State law, and with notice that the Court may receive compensation under
28 this Agreement only for services performed according to the terms of this Agreement and while

1 **For the County:**

2 County Administrative Officer
3 County of Fresno
4 2281 Tulare Street, Room 304
5 Fresno, CA 93721
6 Email: caocourtappointedclaims@fresnocountyca.gov
7 Fax: 559-600-1230

8 **For the Court:**

9 Court Executive Officer
10 Superior Court of California
11 1100 Van Ness
12 Fresno, CA 93274
13 Email: dannino@fresno.courts.ca.gov
14 Fax: 559-457-2035

15 5.2 **Change of Contact Information.** Either party may change the information in section
16 5.1 by giving notice as provided in section 5.3.

17 5.3 **Method of Delivery.** Each notice between the County and the Court provided for or
18 permitted under this Agreement must be in writing, state that it is a notice provided under this
19 Agreement, and be delivered either by personal service, by first-class United States mail, by an
20 overnight commercial courier service, by telephonic facsimile transmission, or by Portable
21 Document Format (PDF) document attached to an email.

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

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

26 (C) A notice delivered by an overnight commercial courier service is effective one
27 Court business day after deposit with the overnight commercial courier service, delivery
28 fees prepaid, with delivery instructions given for next day delivery, addressed to the
29 recipient.

30 (D) A notice delivered by telephonic facsimile transmission or by PDF document
31 attached to an email is effective when transmission to the recipient is completed (but, if
32 such transmission is completed outside of Court business hours, then such delivery is

1 deemed to be effective at the next beginning of a Court business day), provided that the
2 sender maintains a machine record of the completed transmission.

3 5.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
4 nothing in this Agreement establishes, waives, or modifies any claims presentation
5 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
6 of Title 1 of the Government Code, beginning with section 810).

7 **Article 6**

8 **Termination and Suspension**

9 6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
10 contingent on the approval of funds by the appropriating government agency. If sufficient funds
11 are not allocated, then the County, upon at least 30 days' advance written notice to the Court,
12 may:

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

14 (B) Terminate this Agreement.

15 6.2 **Termination for Breach.**

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

20 (B) Failure to cure the breach within the time stated in the written notice, may
21 terminate this Agreement immediately.

22 (C) For purposes of this section, a breach occurs when, either party has:

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

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

25 (3) Submitted a substantially incorrect or incomplete report; or

26 (4) Improperly performed any of its obligations under this Agreement.
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1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Court shall indemnify and hold harmless and defend the County
4 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
5 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
6 any kind to the County, the Court, or any third party that arise from or relate to the performance
7 or failure to perform by the Court (or any of its officers, agents, subcontractors, or employees)
8 under this Agreement. The County may conduct or participate in its own defense without
9 affecting the Court's obligation to indemnify and hold harmless or defend the County.

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

17 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

18 **Article 9**

19 **Reserved.**

20 **Article 10**

21 **Inspections, Audits, and Public Records**

22 10.1 **Inspection of Documents.** The Court shall make available to the County, and the
23 County may examine during Court business hours any records and data the Court deems
24 appropriate with respect to the matters covered by this Agreement, excluding attorney-client
25 privileged communications. The Court shall, upon request by the County, permit the County to
26 audit and inspect all of such records and data to ensure the Court's compliance with the terms
27 of this Agreement.

1 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
2 Agreement exceeds \$10,000, both parties are subject to the examination and audit of the
3 California State Auditor, as provided in Government Code section 8546.7, for a period of three
4 years after final payment under this Agreement. This section survives the termination of this
5 Agreement.

6 10.3 **Public Records.** This Agreement, and any record or data that either party provides,
7 is subject to public disclosure under:

8 (A) the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1,
9 Chapter 9, beginning with section 54950).

10 (B) the California Public Records Act (California Government Code, Title 1, Division
11 10, beginning with section 7920.000) ("CPRA").

12 (C) information concerning the conduct of the people's business of the State of
13 California under California Constitution, Article 1, section 3, subdivision (b).

14 (D) Any marking of confidentiality or restricted access upon or otherwise made with
15 respect to any record or data shall be disregarded and have no effect on either party's
16 right or duty to disclose to the public or governmental agency any such record or data.

17 10.4 **Public Records Act Requests.** If the County receives a written or oral request
18 under the CPRA to publicly disclose any record that is in the Court's possession or control, and
19 which the County has a right, under any provision of this Agreement or applicable law, to
20 possess or control, then the County may request, in writing, that the Court deliver to the County,
21 for purposes of public disclosure, the requested records that may be in the possession or
22 control of the Court. Within a reasonable amount of time after the County's request, the Court
23 shall (a) deliver to the County all of the requested records that are in the Court's possession or
24 control, together with a written statement that the Court, after conducting a diligent search, has
25 produced all requested records that are in the Court's possession or control, or (b) provide to
26 the County a written statement that the Court, after conducting a diligent search, does not
27 possess or control any of the requested records. The Court shall cooperate with the County with
28 respect to any County request for such records. If the Court wishes to assert that any specific

1 record or data is exempt from disclosure under the CPRA or other applicable law, it must assert
2 the exemption by citation to specific legal authority within the written statement that it provides
3 to the County under this section.

4 **Article 11**

5 **General Terms**

6 11.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
7 Agreement may not be modified, and no waiver is effective, except by written agreement signed
8 by both parties. Both parties acknowledge that no County or Court employees have the
9 authority to modify this Agreement except as expressly provided in this Agreement.

10 11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
11 under this Agreement without the prior written consent of the other party.

12 11.3 **Governing Law.** The laws of the State of California govern all matters arising from
13 or related to this Agreement.

14 11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
15 County, California. Parties consent to California jurisdiction for actions arising from or related to
16 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
17 and maintained in Fresno County.

18 11.5 **Construction.** The final form of this Agreement is the result of the parties' combined
19 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
20 ambiguous, the language of this Agreement shall be interpreted as to its fair meaning and not
21 strictly for or against either party.

22 11.6 **Days.** Unless otherwise specified, "days" means calendar days.

23 11.7 **Headings.** The headings and section titles in this Agreement are for convenience
24 only and are not part of this Agreement.

25 11.8 **Severability.** If anything in this Agreement is found by a court of competent
26 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
27 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
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1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
2 intent.

3 11.9 **Nondiscrimination.** During the performance of this Agreement, the parties shall not
4 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 11.10 **No Waiver.** Payment, waiver, or discharge by either party of any liability or obligation
10 under this Agreement on any one or more occasions is not a waiver of performance of any
11 continuing or other obligation and does not prohibit enforcement of any obligation on any other
12 occasion.

13 11.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
14 between the Court and the County with respect to the subject matter of this Agreement, and it
15 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 11.12 **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 11.13 **Authorized Signature.** The Court represents and warrants to the County that:

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

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

1 11.14 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
2 original, and all of which together constitute this Agreement.

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

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO

COUNTY OF FRESNO



David C. Kalemkarian, Presiding Judge



Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

1100 Van Ness
Fresno, CA 93274

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

By: 

Deputy


For accounting use only:


Org No.:
Account No.:
Fund No.:
Subclass No.:

Exhibit A
FY 2023-24 Court Charges for Services
 Approved by Courts 7/1/23

COURT CHARGES FOR SERVICES
 (Effective - July 1, 2023)

Service	Description	Monthly/per unit Revised Fee	Monthly/per unit Approved Fee	Monthly/per unit Current Fee	Est. Monthly Charges	Stats/Info	Notes - Change in rate information	% change
CMS Log-On	Enhanced access to Odyssey Case Management System (County/Justice Partners/Attorneys)	\$7.06	\$7.06	\$6.86	\$6,051	Monthly charge per CMS user	Rate increase due to staff steps COLA's and CMS staff mix time performing functions.	2.92%
Door Access Rate	Charge for Court door access (County Depts. below) Probation - 96 doors in & out DCSS - 5 doors one-way	\$5.32	\$5.32	\$6.30	\$1,046	Monthly access charge per door	Rate decrease due to removal of Facility Mgr/Dir from rate calculation.	-15.56%
Wi-Fi Usage	Access to enhanced Court Wi-Fi network (County Depts. only)	*\$618	**\$1.77	\$1.76	\$2,472	Flat rate Charge per agency (4 agencies)	Rate increase for staff steps COLA's for IT staff.	
Badges	Charge for new and replacement Court Badges (County Depts. / Court Vendors)	\$20.30	\$20.30	\$17.30	N/A	Per badge charge	Rate increase for staff steps COLA's for Facilities staff.	17.34%
Courtroom Printers	Access to courtroom printers as needed (Probation Dept. only)	\$124.80	\$124.80	\$124.80	\$125	Per copy charge	Pages based on Probation Dept. projection of usage.	
Estimated Total Monthly Charge					\$9,694			

Approved by: 
 Dawn Annino, Court Executive Officer
5/31/23
 Date: _____


 David Kalemkarian, Presiding Judge
6/1/2023
 Date: _____

* \$618 flat rate/mo. based on NSA III cost study
 ** \$1.77 per 10 MB per user

Exhibit B

County Department Odyssey User List Billing Org and Account

County Department	Org	Account
Fresno County Auditor-Controller/Treasurer-Tax Collector	04101100	7295
Fresno County Counsel's Office	0710	7295
Fresno County Department of Behavioral Health-Public Guardian	56302005	7295
Fresno County Department of Child Support Services	5110	7295
Fresno County Department of Social Services	56107001	7295
Fresno County District Attorney-Public Administrator	2860	7295
Fresno County Probation	34309999	7295
Fresno County Public Defender	28809999	7295