

1 **AGREEMENT**

2 This Agreement (“Agreement”) is dated _____ and is between the
3 Superior Court of California, County of Fresno (“Court”), and the County of Fresno, a political
4 subdivision of the State of California (“County”).

5 **Recitals**

6 A. The Court has established an After Criminal, Traffic, Infraction One-stop Network
7 (“ACTION”) Center (“Center”) to provide a one-stop place for court users to make payment
8 arrangements and arrange for probation and other court-ordered services.

9 B. The goal of the Center is to provide information and assistance to the public with regard
10 to sentencing, probation, fines, community service, and programs.

11 C. Public confidence is of utmost importance to the County and to the Court. The proper
12 handling of Public Funds is directly related to the public confidence in their local government, as
13 are professional dress and business ethics. The Parties will work cooperatively to maximize the
14 quality of customer service being provided. Good cause showing, Court shall have the right to
15 request that County remove a County employee from the future collection of Court accounts in
16 the manner of public funds.

17 County and Court each agree to maintain a quality assurance program for their employees,
18 which shall include, but not be limited to, periodic instruction of proper cash handling
19 procedures, appropriate dress, and ethics. Court will provide cash handling instruction per the
20 Trial Court Financial Policies and Procedures Manual (FIN) from time to time, and County may
21 avail itself of this free training.

22 D. The County and Court desire to enter into this Agreement to set forth each of their rights
23 and responsibilities in regard to the provision of the services at the Center.

24 The parties therefore agree as follows:

25 **Article 1**

26 **Services**

27 1.1 **Scope of Services.** The County and Court shall perform all of the services provided
28 in Exhibit A to this Agreement, titled “Scope of Services.”

1 3.4 The Court shall provide to the County employee a Cisco telephone, cash drawer,
2 and use of copier and printer.

3 3.5 The Court will provide County staff a desk as well as Outlook access and access to
4 its case management system as necessary for administrative purposes related to the operation
5 of the Center and this Agreement.

6 **Article 4**

7 **Compensation, Invoices, and Payments**

8 4.1 The County shall perform all County services provided under this Agreement at its
9 sole cost and expense. The Court shall likewise perform all Court services provided under this
10 Agreement at its sole cost and expense. The parties agree that the benefits of public outreach
11 concerning each party's services shall be adequate consideration for each party to enter into
12 this Agreement.

13 **Article 5**

14 **Term of Agreement**

15 5.1 **Term.** This Agreement is effective on July 1, 2026, and terminates on June 30, 2029,
16 except as provided in section 5.2, "Extension," or Article 7, "Termination and Suspension,"
17 below.

18 5.2 **Extension.** The term of this Agreement shall automatically be extended for no more
19 than two, one-year periods unless written notice of non-renewal is given by either party, no later
20 than thirty (30) days prior to the close of the then-current Agreement term. The extension of this
21 Agreement is not a waiver or compromise of any default or breach of this Agreement by either
22 party existing at the time of the extension whether or not known to the other party.

23 **Article 6**

24 **Notices**

25 6.1 **Contact Information.** The persons and their addresses having authority to give and
26 receive notices provided for or permitted under this Agreement include the following:

27 **For the County:**
28 Chief Probation Officer
County of Fresno

1 Fresno County Probation Department
2 3333 E American Ave., Bldg. 701, Ste. B
3 Fresno, CA 93725
4 ProbationContracts@fresnocountyca.gov

5 **For the Court:**
6 Court Executive Officer
7 Superior Court of California, County of Fresno
8 1100 Van Ness Ave.
9 Fresno, CA 93721
10 procurement@FRESNO.COURTS.CA.GOV

11 6.2 **Change of Contact Information.** Either party may change the information in section
12 6.1 by giving notice as provided in section 6.3.

13 6.3 **Method of Delivery.** Each notice between the County and the Court provided for or
14 permitted under this Agreement must be in writing, state that it is a notice provided under this
15 Agreement, and be delivered either by personal service, by first-class United States mail, by an
16 overnight commercial courier service, or by Portable Document Format (PDF) document
17 attached to an email.

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

19 (B) A notice delivered by first-class United States mail is effective five (5) calendar
20 days after deposit in the United States mail, postage prepaid, addressed to the recipient.

21 (C) A notice delivered by an overnight commercial courier service is effective two (2)
22 calendar days after deposit with the overnight commercial courier service, delivery fees
23 prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

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

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

1 **Article 7**

2 **Termination and Suspension**

3 7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are
4 contingent on the approval of funds by the appropriating government agency. If sufficient funds
5 are not allocated, then either party, upon at least 30 days' advance written notice to the other
6 party, may:

7 (A) Work collaboratively with the other party to modify the services provided under
8 this Agreement, as needed in response to a change in fund allocation; or

9 (B) Terminate this Agreement.

10 7.2 **Termination for Breach.**

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

15 (B) If the breaching party fails to cure the breach within the time stated in the written
16 notice, the other party may terminate this Agreement immediately.

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

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

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

20 (3)

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

22 7.3 **Termination without Cause.** In circumstances other than those set forth above,
23 either party may terminate this Agreement by giving at least 90 days advance written notice to
24 the other party.

25 7.4 **No Penalty or Further Obligation.** Any termination of this Agreement by either
26 party under this Article 7 is without penalty to or further obligation to the other party.

1 **Article 8**

2 **Independent Contractor**

3 8.1 **Status.** In performing under this Agreement, each party, including its officers,
4 agents, employees, and volunteers, is at all times acting and performing as an independent
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
6 venturer, partner, or associate of the other party.

7 8.2 **Verifying Performance.** Each party has no right to control, supervise, or direct the
8 manner or method of the other party's performance under this Agreement, but each party may
9 verify that the other party is performing according to the terms of this Agreement.

10 8.3 **Benefits.** Because of each party's status as an independent contractor, employees
11 of the County or the Court have no right to employment rights or benefits available from the
12 other entity. The County and the Court are solely responsible for providing to their own
13 employees all employee benefits required by law. The County shall save the Court harmless
14 from all matters relating to the payment of County's employees, including compliance with
15 Social Security withholding and all related regulations. The Court shall save the County
16 harmless from all matters relating to the payment of Court's employees, including compliance
17 with Social Security withholding and all related regulations.

18 County shall ensure that all personnel used as contractors, sub-contractors and employees
19 to perform the services reserved for Court, are aware that Court is not responsible for any
20 benefits or coverage for their efforts.

21 8.4 **Services to Others.** The parties acknowledge that, during the term of this
22 Agreement, each party may provide services to others unrelated to the other party.

23 **Article 9**

24 **Indemnity and Defense**

25 9.1 **Indemnity.** The Court shall indemnify and hold harmless and defend the County
26 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,
27 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of
28 any kind to the County, the Court, or any third party that arise from or relate to the performance

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

4 9.2 The County shall indemnify and hold harmless and defend the Court (including its
5 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,
6 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to
7 the Court, the County, or any third party that arise from or relate to the performance or failure to
8 perform by the County (or any of its officers, agents, subcontractors, or employees) under this
9 Agreement. The Court may conduct or participate in its own defense without affecting the
10 County's obligation to indemnify and hold harmless or defend the Court.

11 9.3 The Parties disclaim in its entirety the pro rata risk allocation that could otherwise
12 apply to this Agreement pursuant to Government Code section 895.6. Instead, pursuant to
13 Government Code section 895.4, the Parties agree to use principles of comparative fault when
14 apportioning any and all losses that may arise out of the performance of this Agreement.

15 9.4 **Survival.** This Article 9 survives the termination or expiration of this Agreement.

16 **Article 10**

17 **Insurance**

18 10.1 The Court and County shall comply with all the insurance requirements in Exhibit B
19 to this Agreement.

20 **Article 11**

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

22 11.1 **Inspection of Documents.** Each party shall make available to the other party,
23 records and data, deemed appropriate by the providing party, with respect to the matters
24 covered by this Agreement, excluding attorney-client privileged communications. Each party
25 shall, upon request by the other party, permit that party to audit and inspect all of such records
26 and data to ensure compliance with the terms of this Agreement.

27 **(A) Public Records.**

1 (B) This Agreement, and any non-confidential or otherwise exempt record or data
2 that either party may provide to the other party, is subject to public disclosure under the
3 Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9,
4 beginning with section 54950).

5 (C) This Agreement, and any non-confidential or otherwise exempt record or data
6 that the Court may provide to the County, is subject to public disclosure as a public
7 record under the California Public Records Act (California Government Code, Title 1,
8 Division 10, beginning with section 7920.000) ("CPRA").

9 (D) This Agreement, and any non-confidential or otherwise exempt record or data
10 that the County may provide to the Court, is subject to public disclosure as a public
11 record pursuant to California Rules of Court, rule 10.500.

12 (E) This Agreement, and any non-confidential or otherwise exempt record or data
13 that either party may provide to the other party, is subject to public disclosure as
14 information concerning the conduct of the people's business of the State of California
15 under California Constitution, Article 1, section 3, subdivision (b).

16 **Article 12**

17 **Disclosure of Self-Dealing Transactions**

18 **Article 13**

19 **General Terms**

20 13.1 **Modification.** Any matters of this Agreement may be modified from time to time by
21 the written consent of all the parties without, in any way, affecting the remainder.

22 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
23 under this Agreement without the prior written consent of the other party.

24 13.3 **Governing Law.** The laws of the State of California govern all matters arising from
25 or related to this Agreement.

26 13.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
27 County, California. Court consents to California jurisdiction for actions arising from or related to
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1 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
2 and maintained in Fresno County.

3 13.5 **Construction.** The final form of this Agreement is the result of the parties' combined
4 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
5 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
6 against either party.

7 13.6 **Days.** Unless otherwise specified, "days" means calendar days.

8 13.7 **Headings.** The headings and section titles in this Agreement are for convenience
9 only and are not part of this Agreement.

10 13.8 **Severability.** If anything in this Agreement is found by a court of competent
11 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
12 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
13 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
14 intent.

15 13.9 **Nondiscrimination.** During the performance of this Agreement, the parties shall not
16 unlawfully discriminate against any employee or applicant for employment, or recipient of
17 services, because of race, religious creed, color, national origin, ancestry, physical disability,
18 mental disability, medical condition, genetic information, marital status, sex, gender, gender
19 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
20 all applicable State of California and federal statutes and regulation.

21 13.10 **No Waiver.** Payment, waiver, or discharge by either party of any liability or obligation
22 under this Agreement on any one or more occasions is not a waiver of performance of any
23 continuing or other obligation and does not prohibit enforcement of any obligation on any other
24 occasion.

25 13.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
26 between the Court and the County with respect to the subject matter of this Agreement, and it
27 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
28 publications, and understandings of any nature unless those things are expressly included in

1 this Agreement. If there is any inconsistency between the terms of this Agreement without its
2 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
3 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
4 exhibits.

5 13.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
6 create any rights or obligations for any person or entity except for the parties.

7 13.13 **Authorized Signature.** Each party represents and warrants to the other party that:

8 (A) Each party is duly authorized and empowered to sign and perform its obligations
9 under this Agreement.

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

13 13.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
14 electronic signature as provided in this section.

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

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

25 (C) The provisions of this section satisfy the requirements of Civil Code section
26 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
27 Part 2, Title 2.5, beginning with section 1633.1).
28

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

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

8 13.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
9 original, and all of which together constitute this Agreement.

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

2 SUPERIOR COURT OF CALIFORNIA
3 COUNTY OF FRESNO

COUNTY OF FRESNO

4 *Dawn Annino*

5 _____
6 Dawn Annino, Court Executive Officer

7 1100 Van Ness Avenue
8 Fresno, CA 93724-0002

_____ Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

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

9
10 By: _____
Deputy

11 For accounting use only:

12 Org No.: 34300300
13 Account No.: 7295
14 Fund No.: 0001
15 Subclass No.: 10000
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Exhibit A

Scope of Services

1. The County and Court shall provide directions to their respective employees in the provision of program information, as well as acceptance of Public Funds as a part of this assistance. The Court shall provide training to the County employee in regard to all other tasks that the employee will be expected to perform. The County employee will generally work at the Center, located at the main courthouse, between the hours of 8:00am to 5:00pm, Monday through Friday, except Court and County holidays and other closure days.
2. The Court Criminal Department Manager shall be the point of contact for Court, and the County's Chief Probation Officer or his or her designee shall be the point of contact for County.
3. All County staff assigned (permanently or temporarily) to the Center shall adhere to the Court's ethics and cash handling policies. The onsite Supervisor shall report to the Court Project Manager within one Court business day any identified violation of the Court's ethics policy that directly and/or indirectly involves County employees.
4. Courthouse Access and Keys
 - a. Upon entering the courthouse, County probation staff working in the Center must adhere to security screening protocols and manage the money bags pursuant to instructions by Court. Any required keys and badges will be handled by the Court Facilities Department.

Exhibit B

Insurance Requirements

1. Required Policies

Without limiting the County's or Court's right to obtain indemnification from the other, each party, 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.** Each party shall maintain 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. Each party shall obtain an endorsement to this policy naming each other, 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 each party is excess only and not contributing with insurance provided under the other party's policy.
- (B) **Automobile Liability.** Each party shall maintain 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.** Each party shall maintain Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D)
- (E) **Cyber Liability.** Each party shall maintain 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 insured party.

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 County's or Court's obligations under 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 related to the County's or Court'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

Exhibit B

County's or Court's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

If either party is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days from the date each party signs and executes this Agreement, and at any time during the term of this Agreement as requested, each party shall deliver, or cause its broker or producer to deliver, certificates of insurance and endorsements for all of the coverages required under this Agreement to the other party. Certificates of insurances and endorsements of all coverages will be provided to the following, or by mail or email to the person identified to receive notices under this Agreement.

To the County:

County Risk Manager
2220 Tulare Street, 16th Floor
Fresno, CA 93721

HRRiskManagement@fresnocountyca.gov

To the Court:

procurement@fresno.courts.ca.gov

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) each party, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) each party has waived its right to recover from the other party, 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 other party, 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 each party shall be excess only and not contributing with insurance provided under the other party's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

Exhibit B

- (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 insured party.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, each shall provide to the other party, or ensure that the policy requires the insurer to provide to the other party, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, each party shall, or shall cause the insurer to, provide written notice to the other party 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, each party shall, or shall cause the insurer to, provide written notice to the other party not less than 30 days in advance of cancellation or change. Each party in its sole discretion may determine that the failure of the other party 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 one party has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the other party requires and is entitled to the broader coverage, higher limits, or both. To that end, each party shall deliver, or cause its broker or producer to deliver, to the other party 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.** Each party waives any right to recover from the other party, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. Each party is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but each party's waiver of subrogation under this paragraph is effective whether or not an endorsement is obtained.
- (F) **County's Remedy for Court's Failure to Maintain.** If the parties fail to keep in effect at all times any insurance coverage required under this Agreement, the other party may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure.