

SERVICES—SHORT FORM AGREEMENT (rev 9-21-12)

AGREEMENT NUMBER

10-2015-E-CIT-O

1. In this agreement (the "Agreement"), the terms "FPR" or "Contractor" refer to **The Fresno Police Department**, and the term "Court" refers to the **Superior Court of California, County of Fresno**.
2. This Agreement becomes effective as of **January 1, 2016**, (the "Effective Date") and expires on **December 31, 2018**. This Agreement shall automatically renew for additional two year terms unless either party gives written notice to the other party 90 days in advance of the then expiring term.
3. Contractor shall be responsible for all costs of programming and set up of the E-Citation system with Crossroads. Contractor shall pay Crossroads directly. Court shall pay Contractor \$1.00 per accepted E-Citation not to exceed \$80,000.00 in any calendar year.
4. This Agreement incorporates and the parties agree to the attached provisions labeled "Services-Short Form Agreement Terms." This Agreement represents the parties' entire understanding regarding its subject matter and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.
5. Contractor will perform the following services (the "Services"):

Services:

Description of Services	Contractor will ensure programming and set-up of the E-Citation system. Once system is operational Contractor will submit citations electronically to the Court via the E-Citation system. Once the E-Citation System is tested and operational, Contractor shall submit all citations to the Court via this system.
Completion Date	Programming and set up shall be completed as soon as practicable. E-Citation submission shall be ongoing.

Work Product:

Description of Work Product	Submission of citations via the E-Citation system on an ongoing basis with a cap at 80,000 per calendar year.
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6. The Court's project manager is: Kevin Anderson, Manager

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
Superior Court of California, County of Fresno	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> The Fresno Police Department
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Kimberly A. Gaab, Presiding Judge	PRINTED NAME AND TITLE OF PERSON SIGNING Jerry Dyer, Chief of Police
DATE EXECUTED	DATE EXECUTED
ADDRESS Superior Court of California, County of Fresno 1100 Van Ness Avenue Fresno CA 93724-0002	ADDRESS Fresno Police Department 2323 Mariposa Mall Fresno, CA 93721

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A. PERFORMANCE AND DELIVERY. Contractor will perform the Services and deliver all Work Product as specified in Appendix A of this Agreement. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.

B. ACCEPTANCE. All Services and Work Product are subject to acceptance by the Court. The Court may reject any Service or Work Product upon the following:

- a. Rejection of Work Product: the Court shall reject all Work Product via the E-Citation queue. Rejection criteria for Work Product includes, but is not limited to, missing or incorrect information on the citation, wherein the Court will place any incomplete or defective citation in the E-Citation queue to be corrected by Contractor. Contractor shall re-submit the corrected citation upon notification from the Court.
- b. Rejection of Service ("Work"): the Court will apply the terms set forth in the Scope of Work noted in Appendix A, which shall serve as the rejection criteria for this Agreement. If Work is rejected, the Contractor shall have ten business days from receipt of the Court's notice to correct the failure(s) to conform to the Scope of Work. Contractor will re-submit the Work and the Court shall re-apply the terms set forth in the Scope of Work noted in Appendix A to determine acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this section until Contractor's receipt of Court's written acceptance of such corrected Work; provided, however, that if Court rejects any Work on at least two (2) occasions, Court may terminate that portion of this Agreement which relates to the rejected Work at no expense to the Court.

C. FUNDING. Contractor understands that funding for this service is tied to the State Budget, the allocation provided to the Superior Court of California, County of Fresno and the Court budget all of which are subject to modification at any time. Due to the uncertain nature of the funding, this agreement is subject to termination at any time by either party.

D. AMOUNTS. Contractor will be compensated for performance of these services at the rate of One Dollar (\$1.00) per E-Citation accepted by the Court. The maximum number of E-Citations Contractor may submit per calendar year is Eighty Thousand (80,000). The maximum compensation payable to Contractor for E-Citations per calendar year shall be Eighty Thousand Dollars (\$80,000.00). Contractor will not be reimbursed for any other costs and expenses incurred.

E. WARRANTIES. Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations.

F. CHANGES. The Parties may not alter, add to, or otherwise modify this Agreement. The Parties' additional or different terms and conditions are expressly excluded from this Agreement. This

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Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Parties' authorized representatives.

G. AUDIT RIGHTS. Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Court, the State Auditor, or their representatives during normal business hours for inspection and copying.

H. INDEMNITY. CITY shall indemnify, hold harmless and defend COURT and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, COURT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), caused by the acts or omissions, or misconduct of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code section 810 et seq.

COURT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the COURT, CITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), caused by the acts, omissions, or misconduct of COURT or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by COURT of governmental immunities including California Government Code section 810 et seq.

In the event of acts, omissions, or misconduct on the part of CITY and each of its officers, officials, employees, agents and volunteers and COURT or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

I. REPRESENTATIONS. Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take

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all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Court. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Court. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

J. MISCELLANEOUS. Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in Fresno County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the Court's prior written approval, which may be denied for any or no reason.

K. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same Agreement.

L. TERMINATION. The Parties may terminate all or part of this Agreement for convenience at any time by giving 30 days' advance written notice to the other party. The Parties may terminate all or part of this Agreement for cause upon 30 days' written notice to the other party. If the Court terminates this Agreement for convenience, the Court's liability will be payment for the E-Citations submitted by the Contractor up to the time of written notice of termination that are

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subsequently accepted by the Court, not to exceed the Maximum Amount. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease submission of E-Citations.

M. INSURANCE. Without limiting the indemnification of each party as stated herein, it is understood and agreed that COURT and CITY shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities including general liability, automotive liability, workers' compensation and employers liability as stated below. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall be provided at the request of either party under this Agreement.

N. CONFIDENTIAL INFORMATION. While performing work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, Court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any third party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to Court, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Superior Court of California,
County of Fresno

By: _____,
_____, Chief
Fresno Police Department

By: _____
Name: Kimberly A. Gaab

ATTEST:
YVONNE SPENCE
City Clerk

Title: Presiding Judge

By: _____
Deputy

By: _____
Name: Sheran L. Morton

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: Court Executive Officer

By: _____
Amanda B. Freeman Date
Deputy City Attorney

Addresses:

CITY:
City of Fresno
Attention:
Fresno Police Department
2323 Mariposa Mall
Fresno, CA 93721

COURT:
Superior Court of California
County of Fresno
Attention: Sheran L. Morton
Court Executive Officer
1100 Van Ness Avenue
Fresno, CA 93724-0002

Attachments:
Appendix A -

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Appendix A Scope of Work

SECTION 1. Background

The Fresno Police Department (“FPD” or “Contractor”) and Fresno Superior Court (“Court”) agree that electronic submission of citations would be less cumbersome and more efficient for both entities. The Court desires to cooperate with the Contractor to establish the E-Citation system which would benefit the general public.

SECTION 2. Obligations and Rights of Contractor

1. Work with and cooperate with Crossroads Software in the programming and set up of the E-Citation system.
2. Pay for all costs incurred and associated with the programming and set up of the E-Citation system.
3. Participate in User Acceptance Testing of the E-Citation system.
4. Obtain approval of the E-Citation system from the Court prior to utilization of the system.
5. Dedicate staff person(s) to review the E-Citation queue on a regular basis, correct any citations placed in the queue by the Court and resend the corrected citation to the Court.

SECTION 3. Obligations and Rights of the Court

1. Work with Tyler Technologies to communicate and facilitate the connection to the E-Citation system and the filing of E-Citations from Crossroads.
2. Participate in User Acceptance Testing of the E-Citation system.
3. Provide approval for the E-Citation system without unnecessary delay once the system passes User Acceptance Testing.
4. Provide payment to Contractor in the amount of \$1.00 per citation accepted by the Court up to a maximum amount of \$80,000 per calendar year.
5. Provide payment to Contractor on a quarterly basis, i.e. April, July, October and January.
6. Court will place any incomplete or defective citation in the E-Citation queue to be corrected by Contractor.