

AGREEMENT NUMBER 10-2020-COAL-O

- In this agreement (the "Agreement"), the term "Contractor" refers to **City of Coalinga**, and the term "Court" refers to the **Superior Court of California, County of Fresno**.
- This Agreement becomes effective as of **March 1, 2021**, (the "Effective Date") and expires on **February 29, 2024**.
- The maximum amount that the Court may pay Contractor under this Agreement is **\$0.00** (the "Maximum Amount").
- 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.
- Contractor will perform the following services (the "Services"), and deliver the following work product (the "Work Product"):

Services:

Description of Services	Contractor will provide location, physical materials, and electronic equipment per the Scope of Work (Attachment A) for the provision of Remote Video Proceedings for Fresno county residents living outside Fresno city limits.
Completion Date	February 29, 2024. Agreement may be terminated earlier, by either party, pursuant to paragraph H, below.

Work Product: none.

- The Court's project manager is: **Craig Downing**, Director of Court Operations.
- The Court will pay Contractor as follows: No payment will exchange hands pursuant to this Agreement. Each party will work in cooperation and conjunction with the other for the benefit of Fresno county residents with these court use needs.

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> City of Coalinga
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING Michael L. Elliott, Court Executive Officer Dawn Amundson, Asst.	PRINTED NAME AND TITLE OF PERSON SIGNING Marissa Trejo, City Manager
DATE EXECUTED 1/13/21	DATE EXECUTED
ADDRESS Accounts Payable 1100 Van Ness Avenue Fresno CA 93724-0002	ADDRESS 155 W. Durian Street Coalinga, CA 93210

ATTACHMENT A SCOPE OF WORK

I. OBLIGATIONS

Contractor

1. Contractor shall provide the RVP space, 24 chairs, tables, podiums and microphones at no cost to Court.
2. Contractor shall provide an analog conference phone and two analog Telco (POTS) lines. It is acceptable for the two lines to be provided via VoIP ATA, VoIP VG, PBX or CENTREX as long as both lines have a direct inward dial (DID) number and support fax transmissions.
3. Contractor shall provide Internet connectivity with enough guaranteed available bandwidth to support the videoconferencing service. Wired or wireless (Wi-Fi) connectivity is acceptable.
4. Contractor shall provide, at no cost, onsite technology support for immediate troubleshooting on court days.
5. Contractor shall be responsible for maintaining the following necessary RVP equipment: a wall-mounted television monitor up to 70" in size as appropriate for the size of the RVP room; a compact camera; all necessary cables, adapters, and other technology support items for the interface with Court Call and the equipment; a computer terminal and monitor dedicated to the RVP feed; and a multi-functional device (printer, scanner and fax) to support courtroom operations.
7. Service will be provided one day per week and this agreement may be amended to increase days by mutual written agreement.

Court

1. Court shall provide a court staff person to coordinate proceedings, operate the RVP equipment, and perform basic courtroom activities in advance of and on court days.
2. Court shall provide training to Contractor staff on operating the RVP equipment and support duties on court days.
3. Court shall provide offsite technical support to trouble shoot problems on court days.
4. Court shall cover the monthly cost of the Court Call video teleconferencing service.

ATTACHMENT B AGREEMENT TERMS

- A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services.
- B. ACCEPTANCE.** All Services are subject to written acceptance by both parties.
- C. INVOICES AND PAYMENT.** There will be no exchange of monies; each party performs for the benefit of Fresno county residents.
- D. 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.
- E. CHANGES.** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Court's authorized representative.
- F. AUDIT RIGHTS.** Contractor agrees to maintain records relating to performance by Contractor under this Agreement for a period of four years after contract ends. 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.
- G. INDEMNITY.** EACH PARTY HERETO (HEREAFTER, "INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS AGAINST ANY LOSS, COST, DAMAGE, EXPENSE, CLAIM, SUIT, DEMAND, OR LIABILITY OF ANY KIND OR CHARACTER, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, ARISING FROM OR RELATING TO ANY NEGLIGENT OR WRONGFUL ACT OR OMISSION OF THE INDEMNIFYING PARTY, ITS OFFICERS, AGENTS OR EMPLOYEES, WHICH OCCURS IN THE PERFORMANCE OF, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT, BUT ONLY IN PROPORTION TO AND TO THE EXTENT SUCH LOSS, COST, DAMAGE, EXPENSE, CLAIM, SUIT, DEMAND, OR LIABILITY OF ANY KIND OR CHARACTER, INCLUDING REASONABLE ATTORNEY FEES, IS CAUSED BY OR RESULTS FROM THE NEGLIGENT OR WRONGFUL ACT OR OMISSION OF THE INDEMNIFYING PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES.
- H. TERMINATION.** Either party may terminate all or part of this Agreement for convenience at any time by giving 30 days' written notice to the other party.
- I. INSURANCE.** Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.
- J. 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 all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final un-appealable 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.

K. 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, or the Services without first obtaining the Court's prior written approval, which may be denied for any or no reason.

L. 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.