



Open Item Contract

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

Reprint of Open Item Contract WA00037700 / 10/19/2018

Your Vendor number with us
600490

CONDUENT STATE & LOCAL SOLUTIONS, I
100 CAMPUS DRIVE STE 200 E
FLORHAM PARK NJ 07932

Vendors Contact Person: HOLLY COOPER
Vendors Phone Number: 301-820-4457

DocuSigned by:
Michael Davis
Vendor Signature: Michael Davis
Print Name: Michael Davis
Title: Senior Vice President
Date Signed: 12/11/2018

This number must appear on all correspondence to the
Purchasing Division.

Contract number/date
WA00037700 / 10/19/2018

Issuing Officer/Telephone
Rosario, Jesse/916 876-6380

DocuSigned by:
CCR
Signature: Craig Rader
324591D66400423...

Contract Period
Valid from: 01/01/2019
Valid to: 12/31/2020

F.O.B. Dest., Freight Prepaid
Payment Terms: Due in 30 Days
Contractual maximum value: 6,291,000.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

AGREEMENT

RFP 8494

Material Description: RED LIGHT PHOTO ENFORCEMENT SYSTEMS

VENDOR CONTACT INFORMATION:

VENDOR NAME: Conduent State & Local Solutions, Inc.
VENDOR CONTACT: Holly Cooper, Vice President
VENDOR PHONE: 301-820-4457
VENDOR E-MAIL: holly.cooper@conduent.com

END-USER DEPARTMENT CONTACTS:

NAME, DEPARTMENT & TITLE: Sergeant Mel Oania #16
PHONE NUMBER: 916-876-6605
E-MAIL: moania@sacsheriff.com

ISSUING CONTRACT SERVICES OFFICER:

NAME & TITLE: Jesse Rosario, Senior Contract Services Officer
PHONE NUMBER: 916-876-6380
E-MAIL: rosarioj@saccounty.net

REFERENCE NUMBER: RC33676433

THIS AGREEMENT is made and entered into as of this 1st day of January 2019, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Conduent State & Local Solutions, Incorporated [Name of contractor], a photo enforcement technology provider [nature of business, such as individual, sole proprietorship, California corporation, partnership, etc.], hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY issues this Contract for the procurement of a red light photo enforcement system services per the pricing, terms and conditions of RFP 8494, which is hereby incorporated by reference and made a part of this contract., a more detailed description of which is attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, COUNTY issues this Contract following the VENDOR's response to the solicitation, RFP #8494 and all Terms and Conditions of this solicitation and VENDOR's response to RFP#8494 are incorporated herein by reference.

WHEREAS, pursuant to Sacramento County Code section 2.61.440, the department or agency which has authority to execute this Agreement on behalf of COUNTY has authority to amend this Agreement so as to increase the maximum payment amount, provided that such increase does not exceed the lesser of ten percent (10%) of the annual payment amount or \$25,000.

COUNTY agrees to purchase the services from VENDOR, subject to the

terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the COUNTY and VENDOR hereby agree as follows:

I. CONTRACT TERM

This Agreement shall be effective FOR TWO (2) YEARS and commence as of the date first written above (the Effective Date) and shall end on December 31, 2020, the anniversary of the effective date. For reasons of economy and efficiency, the County reserves the right to extend this contract for four (4) additional one-year renewal terms, following the initial 24-month term upon mutual agreement between County and Vendor. Per section 2.56.220 of the Sacramento County Code, this Contract may not exceed a period of six (6) years, unless authorized by the Board of Supervisors.

II. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Jesse Rosario, Senior CSO
Contract & Purchasing Services Division
9660 Ecology Lane
Sacramento, CA 95827

TO CONTRACTOR

Name: Scott Stewart, Sr. Sales Exec
Address: 6949 Hillhurst Court
Rancho Cucamonga, CA 91739

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

A.CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

B.CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or county government contracts. Contractor certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

VII.PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

A.It is understood and agreed that Contractor (including contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason

of this agreement.

B.It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.

C.If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and the County shall have no right or authority over such persons or the terms of such employment.

D.It is further understood and agreed that as an independent contractor and not an employee of County, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever. Contractor shall not be covered by worker's compensation; nor shall Contractor be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the County to employees of the County.

E.It is further understood and agreed that Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of contractors assigned personnel under the terms and conditions of this agreement.

X.CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

A.CONTRACTOR's failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.

B.CONTRACTOR's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

XII.BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. RETIREMENT BENEFITS/STATUS

CONTRACTOR acknowledges and agrees that COUNTY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing Sacramento County Employee Retirement System (SCERS) retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against COUNTY should SCERS modify or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

XIV.CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

A.CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

B.If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

XVI.GOOD NEIGHBOR POLICY [Only if applicable]

A.CONTRACTOR shall comply with COUNTY's Good Neighbor Policy. CONTRACTOR shall establish good neighbor practices for its facilities

that include, but are not limited to, the following:

- 1.Provision of parking adequate for the needs of its employees and service population;
- 2.Provision of adequate waiting and visiting areas;
- 3.Provision of adequate restroom facilities located inside the facility;
- 4.Implementation of litter control services;
- 5.Removal of graffiti within seventy-two hours;
- 6.Provision for control of loitering and management of crowds;
- 7.Maintenance of facility grounds, including landscaping, in a manner that is consistent with the neighborhood in which the facility is located;
- 8.Participation in area crime prevention and nuisance abatement efforts; and
- 9.Undertake such other good neighbor practices as determined appropriate by COUNTY, based on COUNTY's individualized assessment of CONTRACTOR's facility, services and actual impacts on the neighborhood in which such facility is located.

B.CONTRACTOR shall identify, either by sign or other method as approved by the DIRECTOR, a named representative who shall be responsible for responding to any complaints relating to CONTRACTOR's compliance with the required good neighbor practices specified in this Section. CONTRACTOR shall post the name and telephone number of such contact person on the outside of the facility, unless otherwise advised by DIRECTOR.

C. CONTRACTOR shall comply with all applicable public nuisance ordinances.

D.CONTRACTOR shall establish an ongoing relationship with the surrounding businesses, law enforcement and neighborhood groups and shall be an active member of the neighborhood in which CONTRACTOR's site is located.

E.If COUNTY finds that CONTRACTOR has failed to comply with the Good Neighbor Policy, COUNTY shall notify CONTRACTOR in writing that corrective action must be taken by CONTRACTOR within a specified time frame. If CONTRACTOR fails to take such corrective action, COUNTY shall take such actions as are necessary to implement the necessary corrective action. COUNTY shall deduct any actual costs incurred by COUNTY when implementing such corrective action from any amounts payable to CONTRACTOR under this Agreement.

F.CONTRACTOR's continued non-compliance with the Good Neighbor Policy shall be grounds for termination of this Agreement and may also result

in ineligibility for additional or future contracts with COUNTY.

XVII. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

A.CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

B.CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C.CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

D.CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVIII. INDEMNIFICATION

To the fullest extent permitted by law, for work or services provided under this Agreement, CONTRACTOR shall indemnify, defend, including with counsel reasonably acceptable to County, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the alleged or actual error or omission, negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data, breach of statutory or regulatory law, or other breach of its duties under this Agreement by CONTRACTOR, its employees, CONTRACTOR's sub consultants or subcontractors at any tier, or any

other party for which CONTRACTOR is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. CONTRACTOR shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party.

The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend the Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of CONTRACTOR, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently require that CONTRACTOR thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.

This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's sub consultants or subcontractors at any tier.

Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

XIX. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CONTRACTOR under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

XX. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

XXI. CYBER SECURITY LANGUAGE

Contractor agrees that it shall:

Keep and maintain all Sacramento County's information in strict confidence, using such a degree of care as is appropriate to avoid unauthorized access, use, or disclosure and comply with the applicable laws, as well as terms and conditions of this Agreement.

Use and disclose sensitive information solely and exclusively for the purpose for which the sensitive information or access to it, is provided pursuant to the terms and conditions of this Agreement;

Not use, sell, rent, transfer, distribute, or otherwise disclose or make available Sacramento County data for Contractors own purposes or for the benefit of anyone other than the County of Sacramento and;

Not transfer any County data to or from different countries without the prior express written consent of the County of Sacramento.

Contractor agrees that it will implement administrative, physical, and technical safeguards to protect Sacramento County data commensurate with the type of data Contractor is authorized to receive but no less than accepted industry best practices for information security and shall ensure that all such safeguards comply with the applicable laws, as well as terms and conditions of this Agreement.

Contractor agrees that it shall:

Provide the County of Sacramento with the name and contact information for the Contractor's primary information security contact and shall be available at any time to assist the County in resolving obligations associated with an actual or potential security breach;

Notify the county's primary security contact of an actual or potential security breach as soon as practical but no later than four hours after Contractor becomes aware of an actual or potential security breach by contacting the primary business and security contact at the County by both telephone and email as agreed upon.

Upon the County of Sacramento's written request and no less than 10 business days following such written request, Contractor shall permit Sacramento County's information security office to conduct or oversee an audit of the Contractors facilities and/or practices to confirm compliance with this Agreement as well as any applicable laws and industry standards. Contractor is not required to permit the County of Sacramento to conduct or oversee more than one audit per calendar year unless the process, technology, or services change prior to the next audit or there has been an actual or potential security breach.

At any time during the term of this Agreement at the County's written request, or upon termination of the expiration of this Agreement for any reason, Contractor shall instruct all authorized persons to promptly and securely return or destroy any and all Sacramento County data, whether in written, electronic, or other form of media.

XXII. WEB ACCESSIBILITY

ONLY IF APPLICABLE

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003 as well as any approved amendment thereto.

XXIII. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY [insert - on a monthly basis, upon completion of services, etc. as appropriate]. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.

D. CONTRACTOR shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXIV. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXV. BUSINESS ASSOCIATE REQUIREMENTS

[ONLY IF APPLICABLE]

Section ____ . HIPAA BUSINESS ASSOCIATE PROVISIONS

If COUNTY has determined that under this Agreement CONTRACTOR is a "Business Associate" of COUNTY, as defined in the Health Insurance Portability and Accountability Act (42 CFR §160.03), then CONTRACTOR

shall comply with the Business Associate provisions contained in Exhibit ____, which is attached hereto and incorporated by reference herein. (Provision is Appendix N to this Contract Manual)

XXVI. SUBCONTRACTS, ASSIGNMENT

A.CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

B.This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXVII.AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXVIII. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

XXIX. TIME

Time is of the essence of this Agreement.

XXX.INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXXI. SHERIFF

As used in this Agreement, "SHERIFF" shall mean the Sacramento County Sheriff, or his/her designee.

XXXII.DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly

resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXXIII. TERMINATION

A. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the County is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation

previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

E.CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

XXXIV. REPORTS

CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

XXXV. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement. Notwithstanding the foregoing, the Contractor shall not be required to disclose any data relating to its internal costs or profits relating to this Agreement or of its subcontractors.

XXXVI. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXVII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXVIII. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable

control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXIX. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

XXXX. DUPLICATE COUNTERPARTS


This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XXXI. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

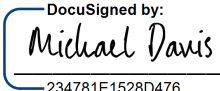
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

DocuSigned by:

By _____
324591D66480A231
Craig Rader, CPPO, CPPB
County Purchasing Agent

Date: 12/12/2018

CONDUENT STATE & LOCAL SOLUTIONS, INCORPORATED

By  DocuSigned by:
234781E1528D476...

Name Michael Davis

Title Senior Vice President

Date 12/11/2018

EXHIBIT A to Agreement between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY," and CONDUENT STATE & LOCAL SOLUTIONS, INC,, hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICES

I.SERVICE LOCATION(S) - COUNTYWIDE

Facility Name(s): Sheriff's Department, Security Services Division
Street Address: 2101 Hurley Way
City and Zip Code:Sacramento, CA 95825

II. DESCRIPTION OF SERVICES

The Contractor shall provide a comprehensive and fully integrated red light photo enforcement safety management services for the County of Sacramento per the pricing, terms and conditions of RFP 8494-Red Light Photo Enforcement System and is hereby incorporated by reference and made a part of this contract. Refer to the attached RFP solicitation document and Contractor's proposal for detailed statement of services.

1.Site Survey:

The contractor will work with the County to deploy to twenty-three (23) active intersections, with twenty-five (25) enforcement sites and can be expanded up to 40 intersections under this contract. These additional intersections will be chosen in part based on quantitative assessment of the frequency of red light violations and collisions. As part of this process, the contractor will develop baseline data for each candidate intersection by monitoring the frequency of red light

violations. This data will support both intersection and approach selection and will serve as baseline information for project evaluation purposes. The contractor will be responsible for providing up to three (3) video validation sessions for each prospective or existing conversion site selection. Video validation sessions will record the vehicle traffic at a specific approach for 16-24 hours and include an analysis which lists the number of vehicles clearly running the red signal at 0.1, 0.2, 0.3 seconds and above for all lanes intended to be monitored by Red Light Cameras (RLC). It will also include a total traffic count for all lanes intended to be monitored by RLC.

1.Camera Site and Installation and Removal:

For the predetermined intersections, the contractor will deploy red light enforcement equipment meeting or exceeding the minimum standards specified in the RFP. Working with the City/County Departments of Transportation and/or State Department of Transportation, the contractor will be responsible for all permit acquisition and associated fees, site design, construction, installation and maintenance of the equipment and the removal of all equipment at the end or termination of this contract. The contractor shall provide and adhere to a strict timeline for conversion of the existing twenty-five (25) locations to their equipment as well as the removal of their equipment at the end or termination of this contract. The County will assess penalties for not meeting the established timeline. The City/County will provide signage for approaches. Removal of the contractor's equipment upon termination of this contract will not exceed 60 days, permits pending.

2.Service and Maintenance:

The servicing and maintenance of red light camera enforcement equipment will be the exclusive responsibility of the contractor. The contractor's response to any equipment malfunctions must occur within a two (2) hour period of their notification; repairs must be fully functional within a twenty -four (24) hour period and disposition of completed repair(s) provided immediately to the County. Contractor shall agree liquidated damages payable to the County e.g. any repairs exceeding twenty-four (24) hours will result in a 1/30th of the monthly fee for that enforcement site, not to exceed \$1,000.00 per day, for every twenty-four (24) hours beyond the first twenty-four (24) hours. The County shall be notified immediately upon any equipment malfunction. The County will require one dedicated, local Program Manager and one dedicated Field Maintenance Technician for the Sacramento Metropolitan Program, with no ancillary duties, once twenty-five (25) systems are operational. The Field Maintenance Technician shall be available on-site within twelve (12) hours of any reported system problem in the field.

Any enforcement site that is determined to be down or offline in any given month shall be responded to and fully operational within twenty four (24) hours of notification from the County. In the event that a site is not fully operational within twenty four (24) hours of reporting the incident, the contractor shall credit the monthly invoice in the amount of one thirtieth (1/30th) of the fixed monthly fee for

the downed approach for each day the approach is down, including the initial day of nonoperation. These penalties will not be accrued in the event of power outages, public works projects, permitted 3rd party property improvements that impede operations, vehicular collisions and/or acts of vandalism.

3.Data and Statistical Reporting:

All data collected is property of the County. Access and release without prior written approval by the County is prohibited. The contractor must provide a means for the County to run a monthly summary program matrix that will include, at a minimum, the following:

- 1.Hours of use per camera by operational site, data collected by each camera at each site, offenses recorded by each camera by site.
- 2.The data collected from each camera location to show the controllable image rate (e.g. the number of controllable notices issued compared to the number of events captured)
- 3.The monthly report shall indicate the following:
 - a.The number of events detected, citations issued and controllable image rate by location and in total.
 - b.The total number of violations recorded and percentage of total vehicle traffic counts by approach and/or lane.
 - c.The total number and percentage of rejected images by reason per camera.
 - d.Total number of vehicles triggering the camera for photo enforced approach.

III.SCOPE OF WORK

The County will have the right, at its sole discretion, to add or move any services/equipment to meet its changing needs. Any addition or removal of any services/equipment will be completed by the contractor.

The County intends to acquire "turnkey services" as outlined below. Contractor will provide the following services:

1. Assistance with intersection selection, including establishment of baseline counts of red light violations at any additional intersections selected beyond the existing twenty-five (25) approaches. This data should enable the County to determine the best locations for continuing an automated traffic safety camera enforcement program.
2. Site design, installation, maintenance and operation of automated camera systems at all selected intersections. If a new site is identified, it will operate in "warning" status for the first 30 days of operation pursuant to 21455.5 (b) CVC and for testing. Existing sites are not subject to the 30 day warning status. A "new site" is any

site where a camera has not previously been installed and/or no 30 day warning period has been implemented for that site.

3. Contractor shall be solely responsible for reinstallation in the event of a knockdown. The contractor shall be solely responsible for all costs associated with reinstallation/movement of photo enforcement equipment/infrastructure as needed for roadway maintenance/construction completed in the City and/or County.

4. Contractor will process all photos and video and submit to the County within five (5) calendar days of any system activation for review and processing by the county. Contractor shall provide access to ALL events via secure website to the Sacramento County Sheriff's Department. Review and issuance of all prospective violations will be completed by the Sacramento County Sheriff's Department. All printing and mailing shall be provided by the contractor at no cost to the County. Contractor will process and sort events based on current business practices and as acceptable to the Sacramento County Sheriff's Department.

5. Ability to access DMV database to provide information of the registered vehicle owner and possible matches of Drivers Licenses for comparison to vehicle owner.

6. Maintenance of the contractor's on-line Internet viewing capability for use by the County, court personnel and violators who receive a citation in the mail.

7. Provision of expert testimony at contested Court hearings until judicial notice is taken. If the contractor's employee(s) are not employed within the State of California, they will not be bound by a subpoena. The county will not provide additional compensation for contractor's employees required to attend court pursuant to a subpoena.

8. The contractor shall provide a public information kiosk/computer capable of allowing violators to review violation images and information at the Sacramento County Sheriff's Department, 2101 Hurley Way and the Carol Miller Justice Center, 301 Bicentennial Circle, Sacramento. The locations of the kiosks may change at the discretion of the County.

9. Provision of statistical reports of program operations that are SB1303 compliant to the Judicial Council.

10. Initial and annual training of County staff involved in the operation of the Program. Training will consist of current Field Service Technician training, legal updates and technology enhancements/improvements. The annual training will occur accordingly to the county's personnel's needs, and may vary from year to year.

11. Provide and maintain computer hardware and software needed to process citations for a minimum of 6 workstations at the County offices currently located at 2101 Hurley Way, Sacramento. This equipment and software will be updated and replaced at a minimum of every three (3) years, to include current technology. The initial provided equipment

shall meet the minimum technical standards:

Windows 10 operating system

7th Gen Intel® Core® i5-7400 processor

Smart quad-core, eight-way processing performance - Intel Turbo Boost Technology delivers dynamic extra power when you need it, while increasing energy efficiency when you don't.

12GB system memory for full-power multitasking

Plenty of high-bandwidth RAM to smoothly run your games and photo- and video-editing applications, as well as multiple programs and browser tabs all at once.

DVD/CD burner

Reads and writes to a variety of media formats, including DVD+R/RW, DVD-R/RW and CD-R/RW.

1TB hard drive for ample file storage space

Holds a significant collection of digital photos, music, HD videos and DVD-quality movies.

7200 rpm spindle speed enables rapid read/write times for handling large files and complex applications.

Built-in media reader for simple photo transfer:

Supports Multi Media Card, SD, Multi Media Card plus, SDHC and SDXC memory card formats.

2 USB 3.0 ports maximize the latest high-speed devices

Also includes 4 USB 2.0 ports to connect more accessories and peripherals. The USB 3.0 ports are backward-compatible with USB 2.0 devices (at 2.0 speeds).

Wireless and wired network connectivity

Built-in high-speed wireless LAN connects to your network on the most common Wi-Fi standards.

Gigabit Ethernet LAN port plugs into wired networks.

Bluetooth 4.0 interface syncs with compatible devices

Wirelessly transfer photos, music and other media between the desktop and your Bluetooth-enabled cell phone or MP3 player, or connect Bluetooth wireless accessories.

Basic software package included Trial of Microsoft Office.

Additional ports

Microphone and headphone jacks

HDMI output

2 monitors per station min 24" or larger - high definition.

Startech 2 port DVVGA Monitor USB KVM switch w/ Audio and USB 2.0 Hub

Two (2) licenses for Acrobat Pro Full

Ongoing technical and system support including anti-virus protection with updates.

Five (5) of the latest iPad with a 10.5 inch screen/Pro 64GB WiFi/Cellular. Data plan to facilitate courtroom processes, suggesting an unlimited plan to avoid overage charges

12. Provide monthly physical site inspections/maintenance in addition to daily remote inspections and provide hard copies of inspection logs. These inspections include testing the equipment to confirm all cameras fire in proper sequence, pictures and video are combined and stored on each unit and then successfully transmitted to the servers.

EXHIBIT B to Agreement between the COUNTY OF SACRAMENTO, hereinafter referred to as "COUNTY," and CONDUENT STATE & LOCAL SOLUTIONS, INCORPORATED, hereinafter referred to as "CONTRACTOR"

INSURANCE REQUIREMENTS FOR CONTRACTORS

CONTRACTOR shall procure, maintain, and keep in force at all times during the term of an Agreement, at CONTRACTOR's sole expense, the following minimum required insurance policies and limits which are for the protection of County and the public. CONTRACTOR's obligations for loss or damage arising out of CONTRACTOR's work are in no way limited by the types or amounts of insurance set forth herein. In specifying minimum insurance requirements herein, County does not assert that the required minimum insurance is adequate to protect CONTRACTOR. CONTRACTOR is solely responsible to inform itself of the types and amounts of insurance it may need beyond these requirements to protect itself from loss, damage or liability. It is the sole responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits and forms specified in this Exhibit.

County reserves the right to modify the required minimum insurance coverages and limits relative to the scope and hazards of the work or services to be provided. County's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required. Any claim by CONTRACTOR that County's insurance changes result in higher costs will be subject to review and approval by County, whose approval will not be unreasonably withheld.

I. VERIFICATION OF COVERAGE

Contractor shall furnish County with original certificates and copies of required amendatory endorsements, or original certificates and copies of the applicable insurance policy language effecting coverage required by this Exhibit; or a combination thereof. County reserves the right to require that Contractor also provide a copy of the declarations page and a copy of the schedule of forms and endorsements of each policy of insurance required herein. County further reserves the right to require that Contractor, through its broker, provide explanatory memoranda regarding coverages, endorsements, policy language, or limits as required herein. All required verifications of coverage are to be received and accepted by County before work or services commence. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete copies of all required insurance policies, including endorsements, required by this Exhibit, at any time and with reasonable notice. If Contractor utilizes proprietary coverage forms or endorsements, Contractor has the option of having its broker provide explanatory memoranda confirming coverage and limits as required herein.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury.

2. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

a. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Use of any symbols other than symbol 1 for liability for corporate/business owned vehicles must be declared to and accepted by County in writing.

b. Personal Lines automobile insurance shall apply if vehicles are individually owned.

3. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

4. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS: Insurance covering liability for losses resulting or arising from acts, errors or omissions in rendering computer or information technology services or from programming errors, software performance, data damage/destruction/corruption; including without limitation, failure to perform, and loss from unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the Services provided under an

Agreement.

5. CYBER LIABILITY, INCLUDING IDENTITY THEFT, INFORMATION AND NETWORK SECURITY and PRIVACY INJURY

Coverage shall include but is not limited to:

- i. Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach
- ii. Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract
- iii. Administrative expenses for forensic expenses and legal services
- iv. Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
- v. Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services

6. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability and Cyber Liability) designated under the Minimum Scope of Insurance.

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

| | |
|-----------------------------|-------------|
| General Aggregate: | \$4,000,000 |
| Products Comp/Op Aggregate: | \$4,000,000 |
| Personal & Adv. Injury: | \$2,000,000 |
| Each Occurrence: | \$2,000,000 |

2. Automobile Liability:

a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.

b. Personal Lines Automobile Liability for Individually owned vehicles, \$100,000 per person, \$300,000 each accident, \$100,000 property damage; or \$300,000 Combined Single Limit (CSL).

3. Workers' Compensation: Statutory. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability with Technology Errors and Omissions Liability: \$3,000,000 per claim and aggregate.

5. Cyber Liability: \$3,000,000 per claim and aggregate.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductible or self-insured retention that applies to Commercial General Liability, Automobile Liability, Technology E&O and Cyber Liability must be declared to County. Any deductibles or self-insured retention in excess of \$25,000 must be declared to and accepted by County in writing. CONTRACTOR has the option to provide by separate letter the amount of its General Liability, Automobile Liability, and, if applicable, other coverage deductibles or self-insured retentions to County's Risk Management Office for a confidential review and acceptance prior to the execution of an Agreement. County reserves the right to require CONTRACTOR to substantiate its ability to maintain a deductible or self-insured retention in excess of \$100,000 through furnishing appropriate financial reports. All deductibles or self-insured retentions shall be borne solely by CONTRACTOR, and County shall not be responsible to pay any deductible or self-insured retention, in whole or in part.

V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE

If professional liability coverage is written on a Claims Made form:

1. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

VI. OTHER INSURANCE PROVISIONS

The insurance policies required in this Agreement shall comply with the following provisions:

All Policies:

1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected.

2. MAINTENANCE OF INSURANCE COVERAGE: The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the County

with evidence of each policy's renewal within ten (10) days after its anniversary date. CONTRACTOR is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. . If commercially available, each insurance policy required herein shall state that coverage shall not be cancelled by CONTRACTOR or its insurer(s), reduced in scope of coverage or limits (excepting reduction by claims), non-renewed, or otherwise materially changed unless the insurer(s) provide thirty (30) days written notice to County prior to such change. Ten (10) days prior written notice shall be given to County in the event of cancellation due to nonpayment of premium. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

3. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII.COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

1.A.ADDITIONAL INSURED STATUS: For claims arising out of the Services provided by CONTRACTOR covered in an executed Agreement the County, its governing Board, officers, directors, officials, employees, and volunteers are to be included as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR in providing services under an Agreement; or automobiles owned, leased, hired or borrowed by the CONTRACTOR (Commercial Auto only) in providing services under an Agreement.

2.PRIMARY INSURANCE: For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the County, its governing Board, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its governing Board, officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

3.SEVERABILITY OF INTEREST: The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4.SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors, at any tier, and shall require all its subcontractors to maintain adequate insurance.

VIII. WORKERS' COMPENSATION

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The Workers' Compensation policy required herein shall be endorsed to state that the Workers'

Compensation carrier waives its right of subrogation against County, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers. In the event CONTRACTOR is self-insured, CONTRACTOR shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. CONTRACTOR hereby agrees that it waives its right of subrogation against County, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers in the event a Workers' Compensation claim is filed by CONTRACTOR under any self-insured program.

IX. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, CONTRACTOR shall give prompt and timely notice thereof to County. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT C to Agreement between the COUNTY OF SACRAMENTO hereinafter referred to as "COUNTY," and CONDUENT STATE & LOCAL SOLUTIONS, INCORPORATED, hereinafter referred to as "CONTRACTOR"

BUDGET REQUIREMENTS

I. MAXIMUM PAYMENT TO CONTRACTOR

The Maximum Total Payment Amount under this Agreement is \$6,291,000. Not to exceed \$1,048,500.00 annually.

II. BUDGET

The Budget for this Agreement is outlined below based on the current 25 enforcement sites:

Base Term (Year 1 & 2) = \$3,495.00 per enforcement site
Renewal Option (Year 3 to 6) = \$3,145.00 per enforcement site

Yearly Total=cost per enforcement site x total # of enforcement site x 12 months

Year 1- \$1,048,500.00
Year 2- \$1,048,500.00
Option Year 3- \$943,500.00
Option Year 4- \$943,500.00

Option Year 5- \$943,500.00
Option Year 6- \$943,500.00

Option to expand for up to an additional fifteen (15) enforcement sites during the term of the contract at a cost of \$41,940.00 or less per enforcement site per year. Pricing will be negotiated for any enforcement site added after this period.

| Item Mat Num | Tgt. qty. | Unit Description | Price /Unit | Unit of Measure | Extended Value |
|-----------------|-----------|--|----------------|--------------------|-------------------|
| 00010 | 2,097,000 | Each YR 1 & 2- Red Light Photo Enforcement | 1.00 | 1 EA | 2,097,000.00 |
| 00020 | 943,500 | Each Option YR 3- Red Light Photo Enforcement | 1.00 | 1 EA | 943,500.00 |
| 00030 | 943,500 | Each Option YR 4- Red Light Photo Enforcement | 1.00 | 1 EA | 943,500.00 |
| 00040 | 943,500 | Each Option YR 5- Red Light Photo Enforcement | 1.00 | 1 EA | 943,500.00 |
| 00050 | 943,500 | Each Option YR 6- Red Light Photo Enforcement | 1.00 | 1 EA | 943,500.00 |

PURCHASE ORDER/CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the contractor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the contractor.
5. **HOLD HARMLESS:** The contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY CONTRACTOR:** In case of default by contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No Federal tax shall be included in price.
11. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The contractor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, contractor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.
New Contractor shall certify that each of the following statements is true:
(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.
20. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.