

**COUNTY OF MONTEREY NON-STANDARD
AGREEMENT (NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Conduent Enterprise Solutions, LLC (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide aiIndex and aiRedaction maintenance services.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 33,590.00 .

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from July 1, 2017 to June 30, 2018 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
EXHIBIT B Standard Language Revisions to Service Agreement

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least (30) days prior to the effective date of termination. Such notice shall set forth the

effective date of termination. In the event of such termination, CONTRACTOR shall be entitled to compensation for services performed through the effective termination date. The amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause after providing CONTRACTOR with written notice and a reasonable opportunity to cure the events giving rise to default (of not less than 15 to 30 days). "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR relating to the defective services only, and the County may proceed with the work in any manner which County deems proper. The cost to the County to cure the defect shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

~~8.01 Indemnification: CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement and from any and all claims, liabilities, and losses occurring or resulting to any person, firm or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's actions or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors.~~

by 7-17-17
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Date

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~~8.02 Limitation of Liability: WITH EXCEPTION OF WHERE CONTRACTOR'S APPLICABLE INSURANCE AS SPECIFICALLY SET FORTH IN THIS AGREEMENT APPLIES TO LIABILITY RESULTING FROM CONTRACTOR'S NEGLIGENT ACTS OR OMISSIONS WHILE PERFORMING SERVICES UNDER THIS AGREEMENT, CONTRACTOR SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.~~

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9.0 **INSURANCE REQUIREMENTS.**

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual or blanket type endorsements executed by the insurance carrier shall accompany the certificate. In the event of a claim caused by CONTRACTOR, which involves the County, CONTRACTOR shall provide a copy of the applicable policies to the County.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County and the County has received the certificate. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 **Qualifying Insurers:**

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:**

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Contractor shall carry and maintain excess liability insurance in the amount of \$5,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per accident/occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional liability insurance, if required for the professional services being provided, (e.g. those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$5,000,000 in the aggregate, to cover liability for malpractice or CONTRACTOR's negligent acts, errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claim-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- Exemption/Modification (Justifications attached; subject to approval).

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in the blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit or cancellation (other than for the non-payment of premium which shall be ten (10) days). CONTRACTOR shall require its subcontractors, if any, to also carry same insurance as required by this agreement and to list CONTRACTOR and County as additional insured where applicable.

Commercial general liability and automobile liability policies shall contain a blanket additional insured provision or provide an endorsement naming the County of Monterey, its officers, employees, appointees, or designees authorized by the County of Monterey to act on its behalf in furtherance of the scope of work of this agreement, as Additional

Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or a blanket type endorsement. The required endorsement for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99 or a blanket type endorsement.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have ten (10) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by the CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement. County recognizes that all proprietary software (including documentation relating to such software) delivered in connection with this Agreement constitutes proprietary information of CONTRACTOR and is confidential in nature. County agrees to use such proprietary information only for the purpose of this Agreement and in accordance with the license agreement annexed hereto and made part hereof. No

other rights, license, trademarks, inventions, copyrights, or patents are implied or granted under this Agreement in connection with said proprietary information. County shall exercise the same degree of care to avoid disclosure or unauthorized use of the proprietary information as it provides to protect its own proprietary information, which in no event shall be less than a reasonable amount of care. Access to the proprietary information by County shall be limited to only such of its employees, agents, counsel, consultants, and advisors who have a legitimate need to know such information for purposes of this Agreement and agree to be bound by terms consistent with this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

~~10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties of this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.~~

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- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to use all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. This provision shall not apply to any preexisting intellectual property of CONTRACTOR or CONTRACTOR's vendors. Such preexisting intellectual property will be subject to the license agreement annexed hereto.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for

other rights, license, trademarks, inventions, copyrights, or patents are implied or granted under this Agreement in connection with said proprietary information. County shall exercise the same degree of care to avoid disclosure or unauthorized use of the proprietary information as it provides to protect its own proprietary information, which in no event shall be less than a reasonable amount of care. Access to the proprietary information by County shall be limited to only such of its employees, agents, counsel, consultants, and advisors who have a legitimate need to know such information for purposes of this Agreement and agree to be bound by terms consistent with this Agreement.

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11.0 NON-DISCRIMINATION.

11.01 During the performance of this Agreement, CONTRACTOR and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for

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employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes (other than sales or use taxes on products and software sold to the County which CONTRACTOR shall not collect from the County), including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's contract administrators at the addresses listed below:

FOR COUNTY: Corina Morgan, Finance Manager	FOR CONTRACTOR: Curt Ehlers, Director
Name and Title Monterey County Clerk-Recorder's 168 W. Alisal Street, 1 st FL Salinas, CA 93901	Name and Title Conduent Enterprise Solutions, LLC 4301 Hacienda Drive, Ste. 130 San Ramon, CA 94588
Address (831) 755-5821 Phone	Address (925) 344-8612 Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY
By: [Signature]
Contracts/Purchasing Officer
Date: 9-13-17

By: _____
Department Head (if applicable)
Date: _____

Approved as to Form¹
By: [Signature]
County Counsel
Date: on 8/25 action 09/12/17

Approved as to Fiscal Provisions²
By: [Signature]
Auditor/Controller
Date: 8-17-17

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

CONTRACTOR

Conduent Enterprise Solutions, LLC
Contractor's Business Name*
By: [Signature]
(Signature of Chair, President, or Vice-President)*

LOUIS SCHIAVONE JR. VP
Name and Title
Date: 7-17-17

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Stephanie Grossman, Ass't Secretary
Name and Title
Date: 7/24/17

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT A

QUOTATION



Requester: Corina Morgan
Company: County of Monterey
Address: 168 West Alisal St., 1st Floor
Phone: Monterey, CA 93901
Fax: 831-755-5821
Email:

Quote Number: 42817- 2 - Monterey
Page: 1 of 1
Date: May 2, 2017
Quote Expires: June 1, 2017
Conduent Contact: Tim Palmer
Timothy.Palmer2@conduent.com
Terms: Net 30
FOB: Destination

Annual Maintenance Quote

DESCRIPTION	QTY	NET	TOTAL
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Contract Term: 7/1/2017 - 6/30/2018

ACS aiIndex Module	1	3,750.00	3,750.00
ACS aiRedact Module	1	3,750.00	3,750.00
Mentis aiIndex	1	9,645.00	9,645.00
Mentis aiRedact	1	9,645.00	9,645.00
Mentis aiRedact Backlife	1	6,800.00	6,800.00

Sales Tax	N/A
Shipping	N/A

TOTAL AMOUNT OF QUOTE	33,590.00
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EXHIBIT B
Standard Language Revisions to Service Agreement

The provisions set forth below shall supersede and take the place of the paragraph (s) they replace. All other provisions of this Services Agreement shall remain in full force and effect.

I. The revisions are as follows:

- a. Section 8.01 was deleted and replaced with the following: **8.01 Indemnification:** CONTRACTOR shall indemnify, and hold harmless the County, its officers, agents, and employees, from any and all claims, liabilities, and losses whatsoever for damages to property and injuries to or death of persons (including court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations in connection with the negligence of CONTRACTOR in performance of this Agreement except to the extent - such claims, liabilities, or losses arise out of the sole negligence of the County.

CONTRACTOR shall indemnify, and hold harmless the County, its officers, agents, and employees, from any and all claims, liabilities, and losses arising out of or connected with the gross negligence or willful misconduct of CONTRACTOR in performance of this Agreement, except to the extent such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's actions or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

- b. Section 8.02 was deleted and replaced with the following: **8.02 Limitation of Liability:** WITH EXCEPTION OF WHERE CONTRACTOR'S APPLICABLE INSURANCE AS SPECIFICALLY SET FORTH IN THIS AGREEMENT APPLIES TO LIABILITY RESULTING FROM CONTRACTOR'S NEGLIGENT ACTS OR OMISSIONS WHILE PERFORMING SERVICES UNDER THIS AGREEMENT, CONTRACTOR SHALL HAVE NO LIABILITY UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT FOR ANY LOSS OF PROFIT OR REVENUE OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONTRACTOR UNDER THIS AGREEMENT AND CLAIMS RELATED TO PERSONAL INJURY, PROPERTY DAMAGE OR DEATH, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY COUNTY TO CONTRACTOR DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

- c. Section 10.04 was deleted and replaced with the following: **10.04 Access to and Audit of Records.** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors directly related to services provided under this Agreement. Notwithstanding the forgoing sentence, the documents and records subject to the audits contemplated by this section exclude proprietary and confidential financial records that contain cost or expense related information including but not limited to journal entries. If an audit of proprietary or confidential financial records is necessary to ensure CONTRACTOR'S compliance with federal, state, or local law, County shall handle those records in a manner that preserves their confidentiality,

EXHIBIT B
Standard Language Revisions to Service Agreement

to the extent allowed by law, and will either: 1) return all copies of those records to CONTRACTOR as soon as compliance has been established; or 2) destroy all copies of those records as soon as compliance has been established. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties of this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.