

Contract
For Services

Between

CONDUENT STATE & LOCAL SOLUTIONS, INC.

And

THE VILLAGE OF STICKNEY, IL

INDEX

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Contract for Services

General Terms and Conditions

THIS contract (“**Contract**”) made and entered into, and effective on effective date specified in Article 3.1 between Conduent State & Local Solutions, Inc., a New York corporation, with offices at 100 Campus Dr., 2nd Floor, Florham Park, NJ 07932 (“**Contractor**” or “**Conduent**”) and the VILLAGE OF STICKNEY, IL, Village Hall, 6533 Pershing Rd, Stickney, IL, (“**Client**” or “**Village**”). The Contractor and the Client may individually be referred to as a **Party** and collectively referred to as the “**Parties**”.

WHEREAS, the Contractor has submitted, and the Client has accepted the Contractor’s proposed scope of work as Appendix #2 Scope of Work and Appendix #3 Scope of Work Managed Collections, which are incorporated into the contract by reference as Appendix #2 and Appendix #3 respectively, to provide the Services;

NOW THEREFORE, the Parties have agreed on the following:

1.0 CONTRACT DOCUMENTS

The foregoing preamble together with the following documents are considered as an integral part of this Contract, and together these documents are collectively referred to herein as the “Contract.”. Should there be any conflict between these documents; the document that comes first shall prevail according to the following order:

- (a) These General Terms and Conditions and Additional General Terms
- (b) Contract Payment Schedule (Appendix #1)
- (c) Scope of Work Submitted by Contractor to the Client (Appendix #2 and Appendix #3)
- (d) Business Rules (negotiated and signed by both parties after contract execution)
- (e) Service Level Agreement (Appendix #4)

2.0 SCOPE OF THE CONTRACT

This Contract sets forth the terms and conditions governing the rights and obligations of the Parties in connection with the work to be performed. For that purpose, (i) Contractor shall perform the Services listed in and in accordance with the Contractor’s Scope of Work as provided at Appendix #2 and Appendix #3, and (ii) Client will pay Contractor for services in accordance with the Payment Schedule as provided at Appendix #1.

3.0 EFFECTIVE DATE AND DURATION

3.1 Effective Date of Contract (EDC). This Contract shall come into force and effect upon execution of this Contract. However, the Contract term (Duration of Contract) does not begin until system activation and the parties execute a written document evidencing mutual acceptance of the system operations and the date the term of the Contract begins.

3.2 Duration of Contract. Unless terminated earlier or extended in accordance with the terms of this Contract, this Contract shall remain in effect for four (4) years from EDC. Unless notified by the Client with 30 days written notice, the contract will automatically renew in term increments of two (2), three (3) year extension options and (1) one (2) two year extension option for a total possible term of twelve (12) years.

4.0 LIABILITY

4.1 Each Party shall be liable for the negligent or wrongful performance of their obligations in accordance with and as provided for in this Contract.

4.2 The Contractor shall not be liable for:

(a) any damage, expenses or costs for damage, injury or loss caused by or arising out of the action, negligence, default, or omission of any person or persons other than the Contractor or its employees;

(b) any loss or damage caused by or arising out of circumstances constituting an event of Force Majeure as per Article 8 below;

4.3 Notwithstanding any article, section, clause, or language of this Contract, except for third party liability, breach of a Party's confidentiality and intellectual property obligations, under no circumstances whatsoever shall Contractor be liable to the Client, whether in contract, tort, or otherwise (i) for any consequential, indirect, special, incidental, general, exemplary, punitive, or other non-direct damages, including, without limitation, lost profits, lost revenues, lost business opportunities, even if the Contractor has been advised of the possibility of non-direct damages or if, under applicable law, non-direct damages are considered direct damages and (ii) for any and all other damages which exceed a total aggregate amount of \$500,000. Nothing contained in this Contract shall constitute a waiver by the Village of any right, privilege or defense available to the Village under statutory or common law, including, but not limited to, the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

5.0 REPRESENTATIONS AND WARRANTIES

5.1 The Parties hereby represent and warrant that:

5.1.1 Contractor is licensed to do business in the State of Illinois.

5.1.2 They have the power to sign and deliver this Contract and any other documentation relating thereto and have taken all necessary actions to authorize such execution, delivery and performance and to exercise their rights and perform their obligations under this Contract and that the signatories of this Contract have all necessary corporate authorizations;

5.1.3 To the best of their knowledge, such execution, delivery, and performance do not violate or conflict with any applicable law, decree, rule, or regulations.

6.0 INVOICING AND PAYMENT

6.1 Contractor will issue to Client, on a monthly basis, one (1) invoice for all amounts due with respect to services rendered and products delivered in the previous calendar month. Payment terms for materials and services will be as specified in Appendix #1, Appendix #2 and Appendix #3.

6.2 Invoices delivered pursuant to this Section, and as a material obligation of the Client under this Contract, shall be due and payable by Client within forty five (45) calendar days after invoice issuance by Contractor to Client. All payments by the City must be in accordance with the Illinois Prompt Payment Act 30 ILCS 540 et seq. .

6.3 Subject to Article 6.2, Client shall pay undisputed charges when such payments are due and payable under this Contract. Client may withhold payment of that portion of a monthly invoice that Client disputes in good faith up to a maximum aggregate amount for all disputes (“Dispute Cap”) under this Contract equal to one month’s prorated portion of average annual monthly charges for the last twelve (12) months (of such lesser period if the Contract has not been in duration for twelve (12) months); and Client shall pay any disputed amount in excess of one month’s prorated portion of the annual monthly charge to Contractor under reservation of rights in and to the disputed amounts. As an illustration, if the total amount invoiced by the Contractor during the past twelve (12) months was \$24,000,000, the one month’s prorated portion of average monthly charges for the last twelve (12) months is \$2 million and the Dispute Cap is \$2 million. Both Parties shall diligently pursue an expedited resolution of any disputed amount pursuant to Article 14.0 (Governing Law and Dispute Resolution). Contractor shall continue to perform its obligations under this Contract in good faith during the resolution of such dispute provided that Client complies with this Article 6. As a condition for any withhold, Client shall provide written notice to Contractor within ten (10) business days of receipt of invoice explaining its reasons for such withholding on or before the time the disputed amounts would have been due, had there been no dispute. Amounts withheld by Client in good faith under this Article shall not be subject to liquidated damages assessments under Article 6.2 until the dispute is resolved and only unless any such fees owed to Subcontractor are not paid within ten (10) business days of resolution of the dispute. Amounts withheld by Client in bad faith will accrue liquidated damages in accordance with the terms of Article 6.2.

6.4 Notwithstanding the provisions of Article 6.3, Client’s right to withhold payment cannot be invoked by Client if the citizens or the State pays Client the amounts of the invoices relating to Contractor’s charges.

6.5 Subject to the Dispute Cap, Contractor shall be excused from its duty to continue performance if the Client is in arrears in payment of undisputed charges, and Contractor has provided Client with advance written notice of such delinquency and Contractor’s intent to suspend performance within the Late Payment Notice Period (defined below) and Client has failed to make payment of such undisputed Fees within the Late Payment Notice Period. For the avoidance of doubt, Client’s withholding payment of disputed charges up to the Dispute Cap will not be considered to prevent Contractor from performing the Services, nor be considered a basis of breach alleged against Client. For purposes of this Article, “Late Payment Notice Period” shall be ten (10) calendar days for the first late payment notice each calendar year, five (5) days for the second late payment notice each calendar year, and one (1) day thereafter for the remainder of such calendar year. Upon delivery of any notice by Contractor to Client under this Article, Contractor may communicate directly with the Director of Finance regarding Client’s late payment and Contractor’s planned suspension of Services, if any, as a result of such late payment. For avoidance of doubt, payments made during the Late Payment Notice Period are subject to liquidated damages.

7.0 INSURANCE

See attached Additional General Terms for Insurance Requirements.

8.0 MODIFICATION/CHANGE REQUEST

8.1 Modification of any term or condition of this Contract may only be made by written agreement between the Parties and shall not be effective until both Parties have agreed to the modification in writing. All such modifications shall be incorporated by formal amendment to the Contract. Each Party shall give due consideration to any proposals for modification made by the other Party.

8.2 Contractor and City shall discuss and seek a mutually acceptable equitable adjustment to this Contract if any Change of Law increases the cost of performance, the period of performance, or both.

8.2.1 A “Change of Law” means (i) any amendment, alteration or modification to or repeal of any existing healthcare, privacy, health, safety, or tax law, statute, regulation, ordinance, executive order, policy, instruction, or similar rule (“**Law**”) or (ii) introduction of any new Law in the Territory that takes effect after the Effective Date of the Contract. The Parties agree (i) at this time that there are no sales and/or use or other taxes applicable to the Services provided herein and (ii) a change in the income tax laws shall not be considered a Change of Law.

8.2.2 “Territory” shall mean the cities, counties, and State of Illinois and the jurisdiction of the United States federal government.

8.3 Contractor shall be entitled to an equitable adjustment to this Contract if any Change of Law increases the cost of performance, the period of performance, or both.

9.0 CONFIDENTIAL INFORMATION

9.1 For the purposes of this Section, “Confidential Information” means all information of a confidential or proprietary nature, including but not limited to any data, software and related documentation, terms and pricing of this Contract, non-public financial and business information, information about each party’s employees, clients, vendors, and any intellectual property rights (patent, copyright, trademark, service mark, trade secret, and know-how) therein, which is specifically marked as “confidential” or “proprietary” or with a similar restrictive legend and which is disclosed by whatever means by one Party (the “Disclosing Party”) to any other Party (the “Receiving Party”). Orally disclosed information which is to be treated as Confidential Information by the Receiving Party shall be confirmed as such in writing by the Disclosing Party within fifteen (15) business days of such disclosure. Any information provided by the village or from Conduent to the village is subject to disclosure by the Illinois Freedom of Information Act, 5 ILCS 140/1 et.seq.

9.2 The Receiving Party shall not use or disclose the Confidential Information except for the specific purposes of this Contract and shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses for its own Confidential Information of like import, provided such degree of care is reasonably calculated to prevent inadvertent disclosure or unauthorized use thereof.

9.3. This clause shall not apply to the disclosure of Confidential Information if and to the extent:

9.3.1 required by law; in which case the Receiving Party shall use reasonable efforts to provide the Disclosing Party with reasonable advance notice of the impending disclosure prior to the actual disclosure;

9.3.2 required by any competent regulatory authority (including, without limitation, any securities exchange) in which case the Receiving Party shall use reasonable efforts to provide the Disclosing Party with reasonable advance notice of the impending disclosure prior to the actual disclosure and to allow for the Disclosing Party to oppose such requirement; or

9.3.3 that such information is in the public domain other than through breach of this Section or wrongful conduct of the Receiving Party; provided that the Receiving Party shall use reasonable efforts to provide the Disclosing Party with reasonable advance notice of the impending disclosure prior to the actual disclosure.

9.4 The Receiving Party may disclose Confidential Information to its affiliates, subsidiaries, parents, officers, directors, employees, contractors, subcontractors, suppliers, advisers, lawyers, consultants and lenders provided (a) the recipient has a reasonable need to know the Confidential Information, (b) the Receiving Party makes each such recipient aware of the obligations of confidentiality assumed under this Contract, and the recipient agrees to comply, (c) the Receiving Party uses all reasonable endeavors to ensure that such recipient

complies with those obligations as if it was a Party to this Contract, and (d) the Receiving Party remains liable the recipient's compliance. Notwithstanding the foregoing or any language or section of this Contract, the Client shall not disclose any Contractor Confidential Information to any consultant, contractor, supplier, lawyer, or lender of any other person or company that reasonably could be considered a competitor of the Contractor without the Contractor's prior written consent.

9.5 The parties acknowledge the any driver or vehicle information obtained in performance of this agreement is obtained only for the purposes of the enforcement of traffic laws and may only be used for that purpose. In addition, neither party obtains any rights to the information beyond those granted by the state agencies providing access. Neither party has any right of ownership to the vehicle or driver's personal information obtained in performance of this agreement

9.6 This Section 9.0 shall continue to bind the Parties notwithstanding expiry of this Contract.

10.0 INTELLECTUAL PROPERTY RIGHTS

Notwithstanding this or any other language or section of this Contract, the Contractor shall retain all title, interest, and rights to any and all of its proprietary and/or Confidential Information, data, studies, documents, patents, copyrights (and any derivatives thereof), trademarks, service marks, software, trade secrets, know how, techniques, processes and modifications, updates, changes, and improvements thereof, and any other similar proprietary rights, including but not limited the Contractor's proprietary software (collectively called "Contractor's Intellectual Property"), utilized in providing the Services pursuant to this Contract. No license to use, copy, modify, distribute, transfer, sub-license, sell, offer to sell, import, or make derivative works of any Contractor Intellectual Property is granted to Client or to any third Party by virtue of this Contract, except that which is provided in a separate written licensing agreement attached to this Contract.

Notwithstanding the forgoing, Contractor grants Client a revocable, non-exclusive, non-transferable license to use for the duration of the Contract when services are performed by Contractor, Contractor's Intellectual Property including such information incorporated into the equipment utilized within the United States of America for Client's own, non-commercial computing operations without the rights to sublicense, modify, sell, decompile, reverse engineer or disassemble said Contractor's Intellectual Property for any purpose

11.0 WARRANTY

11.1 For commercially available hardware and software, the applicable warranty shall be the manufacturer's or developer's standard commercial warranty, if any, to the extent such warranty can be passed on or extended to the Client.

11.2 During the term of this Contract, the Contractor warrants that it will provide the Services in a good and workmanlike manner; and as Client's sole and exclusive remedy for Contractor's breach of this warranty, Contractor agrees to re-perform any Services not in compliance with this warranty provided it receives written notice of such breach within thirty (30) calendar days of when the Client knew or should have reasonably known that there was a breach of warranty in the Services that have been performed.

11.3 UNLESS EXPRESSLY STATED IN THIS CONTRACT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.0 FORCE MAJEURE

12.1 Definition. A “Force Majeure” shall mean any event beyond the reasonable control and without the fault or negligence of the Party that actually renders the performance, implementation, or operation of the contract impracticable, impossible, or illegal in part or in full for the Party suffering the event of Force Majeure, including but not limited to: an Act of God (including fire, flood, earthquake, storm, tornado, hurricane, epidemic, pandemic, quarantine, or other natural disaster or public health emergency as declared by a Gubernatorial Disaster Proclamation which covers and includes the corporate limits of the Client); war, invasion, act of a foreign enemy, act of terrorism, hostilities (whether war is declared or not), military mobilization, civil war, rebellion, uprising, revolution, insurrection, riot, vandalism, sabotage, military or usurped power or confiscation, nationalization, government sanction, blockage, embargo, or any other action or inaction of any government; labor dispute, strike, slow-down, or lockout by the Party’s or its subcontractor’s employees; software virus; (except those which are attributable and preventable by the Contractor); third party criminal acts; or interruption or failure of electricity, Client, telephone, or internet service. Parties agree that for instances that Force Majeure events apply for at least 30 days that the Parties will execute an amendment extending the Term of the agreement by the corresponding amount of delay incurred by the Force Majeure event.

12.2 Relief from Obligations. If, but only for as long as a Force Majeure event prevents a Party, including but not limited to its subcontractors (the Affected Party), from complying with any of its obligations under this Contract and provided the Affected Party complies with subparagraph 12.5 of this section in all respects, the Affected Party shall be excused from performance of those obligations.

12.3 Payment of Fees. During the continuation of a Force Majeure event, payments of the fees under this Contract shall be made in the amounts and at the times as specified in this contract. If a Force Majeure event occurs which affects the banking system, hinders or prevents the Client from paying any fees due Contractor under this Contract, the Client undertakes to make these payments immediately following the ceasing of the Force Majeure event.

12.4 Termination Rights. Twelve (12) months after the occurrence of a Force Majeure event where Contractor is the Affected Party, the Force Majeure event is continuing and has a material adverse effect on Contractor’s performance of this Contract, then as long as such Force Majeure event continues and has an effect, the Client shall have the option to terminate all or part of this Contract provided that any partial termination of this Contract must be in respect of all but not only part of any services related to this Contract. Contractor shall have the right to terminate the Contract in accordance with this sub-section twelve (12) months after the occurrence of a Force Majeure event where the Client is the Affected Party, the Force Majeure is continuing, and its effect throughout that period has been to prevent the Client from performing all or substantially all of its obligations under this Contract, then as long as such Force Majeure event continues, Contractor may terminate this Contract in its entirety. In the case of a termination by Contractor or Client under this sub-section, the Contractor shall be entitled to be fairly and equitably compensated for any supplies and services provided to the Client.

12.5 Duty to Notify and Mitigate. The Affected Party shall inform the other Party in writing as soon as practicable of the occurrence of a Force Majeure Event giving reasonable details of its expected effect and duration together with the evidence necessary to justify a claim for relief under this section. If the Force Majeure Event continues for more than seven (7) calendar days, the Affected Party shall notify the other Party

regularly and not less than once every seven (7) calendar days of the steps it is taking to resume performance of its obligations. The Affected Party shall use all reasonable efforts to resume performance of its obligations as soon as practicable and in the meantime mitigate the effects of any such event and shall keep the other Party fully informed about the steps taken and proposed to be taken to achieve this.

13.0 TERMINATION

13.1 Client will have the option, but not the obligation, to terminate this Contract for Cause for any material breach of a material Contract obligation by Contractor that is not cured by Contractor within thirty (30) calendar days from the date on which Contractor receives Client's written notice of such breach, or if a cure cannot reasonably be fully completed within sixty (60) days, if Contractor needs to engage a 3rd party for resolution, or at a later date, provided Contractor has provided a plan acceptable to Client for such cure. Contractor shall work diligently to timely cure any deficiencies noted. Client will exercise its termination option by delivering to Contractor written notice of such termination identifying the scope of the termination and the termination date

13.2 Client will have the option, but not the obligation, to terminate this Contract for any reason within thirty (30) calendar days from the date on which Contractor receives Client's written notice of such termination. Client will exercise its termination option by delivering to Contractor written notice of such termination identifying the scope of the termination and compensation associated and the termination date.

13.3 Contractor will have the option, but not the obligation, to terminate this Agreement if Client fails to pay when due undisputed amounts, including but not limited to late payment liquidated damages, owed to Contractor, and Client fails to cure such failure within sixty (60) calendar days Local Government Prompt Payment Act 50 ILCS 505/1 after receipt from Contractor of written notice from Contractor.

13.4 Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity, arising from any breaches of such liabilities or obligations.

14.0 GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Contract, its meaning and interpretation and the relation between the Parties shall be governed by and construed in the accordance with the Laws of the State of Illinois, USA, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to or govern this Contract.

14.2 The exclusive forum for resolution of all disputes shall be the federal or state courts located in the State of Illinois and each Party hereby irrevocably consents to the jurisdiction of said courts. The Parties agree that the decision of such court shall be enforceable and non-appealable in any other court with jurisdiction over a Party.

15.0 MISCELLANEOUS

15.1 Non-Hire and Non-Solicitation

15.1.1 Neither Party shall, without the prior written consent of the other Party, knowingly solicit, recruit,

hire, or otherwise employ or retain any employee of the other Party who is performing or has performed any of the Services under this Contract during the term of this Contract. This restriction includes former employees of Contractor and Client who have performed any of the Services during the term of this Contract. This restriction shall survive the termination or expiration of this Contract for a period of one (1) year.

15.1.2 The provisions of this Article shall not restrict in any way the right of either Party to solicit or recruit generally in the media, and shall not prohibit either Party from hiring an employee or former employee of the other Party who responds to any public advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring Party.

15.1.3 Any Party that violates this Article shall be liable to the non-violating Party for (i) the immediate and automatic payment of liquidated damages in the amount of two times (2x) the recruited or hired employee's annual salary during his/her last year of employment with the non-violating Party and (ii) reasonable attorney's fees and court costs for enforcing this Article 15.1.3.

15.2 Assignment

Except as to its subsidiaries, affiliates, or parents, the Contractor shall not assign this Contract without the Client's consent which shall not be unreasonably withheld, delayed, or denied. The Client shall not assign this Contract without the Contractor's consent which shall not be unreasonably withheld, delayed, or denied. Such assignment without the required consent shall be null and void.

15.3 Cessation of Rights and Obligations

Upon termination or upon expiration of this Contract all rights and obligations of the Parties hereunder shall cease, except:

- (a) Article 4: Liability;
- (b) Article 9 : Confidential Information;
- (c) Article 10: Intellectual Property Rights;
- (d) Article 14: Governing Law and Dispute Resolution.

15.4 Risk of Loss

As of the Effective Date, each Party will be responsible for risk of loss of, and damage to, any equipment, software or other materials in its possession or under its control.

15.5 Invalidity

The invalidity of any provision of this Contract does not lead to the invalidity of the overall Contract.

15.6 No Waiver

The waiver by either party of any right provided under this Contract shall not constitute a subsequent or continuing waiver of such right or of any other right under this Contract.

15.7 Severability

In the event that one or more terms of this Contract becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall be null and void and shall be deemed deleted from this Contract. All remaining terms of this Contract shall remain in full force and effect.

15.8 Relation between the Parties

This Contract does not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other Party by virtue of the existence or implementation of this Contract. Each Party hereto is an independent contractor. Neither Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Party or bind the other Party in any respect whatsoever.

15.9 Taxes and Levies

Except as provided at Article 8.2, each Party shall solely bear all taxes, levies and duties of any kind whatsoever imposed by the laws of the country where the payments shall be made.

15.10 Notices

All notices required or permitted under this Contract will be in writing and will be deemed given one (1) business day after deposit with a commercial express courier specifying next day delivery (or three (3) business days for international courier packages specifying 2-day or 3-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth in this paragraph or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address, to the address to which the last invoice under this Contract was sent before notice is served.

If to Contractor:

Law Department
Conduent Business Services, LLC
10th Floor, Room 1023
750 First St., NE
Washington, DC 20002

Fax: 301.820.4697

If to Client:

Village Mayor

Jeff Walik
VILLAGE OF
STICKNEY
6533 Pershing Rd.,
Stickney, IL 60402

Fax:-(847) 359-9094

Michael T. Del Galdo, Village Attorney
Del Galdo Law Group, LLC
1441 South Harlem Ave.
Berwyn, IL 60402

15.11 Counterparts

This Contract may be executed in two counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

15.12 Headings

Headings of sections have been added solely for convenience of reference and shall not be deemed part of this Contract.

15.13 Entire Contract

This Contract constitutes the complete and entire agreement between the Parties concerning the subject matter of this Contract and replaces any and all prior oral or written agreements or communications between the Parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Contract may be modified only by a written document executed by the Parties hereto in accordance with Article 8.1.

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Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates specified below.

FOR AND ON BEHALF OF

VILLAGE OF STICKNEY

By:

Name: _____

Position: _____

Signature: _____

Date: _____ Effective Date of Contract

FOR AND ON BEHALF OF

CONDUENT STATE & LOCAL SOLUTIONS, INC.

By:

Name: Holly Cooper

Position: Vice President

Signature:  _____

Date: May 25, 2021

APPENDIX #1

Contract Payment Schedule

COMPENSATION

All-Inclusive, Flat Fee Pricing

Table 1-1. Flat Fee Pricing

Description	Flat Monthly Fee per Approach
DriveSafe® Red Light systems with 360-degree pan-tilt-zoom Video Surveillance capability, plus license for Citeweb™ Violation Processing software and Conduent Business Intelligence	\$3,745.00
Optional Conduent License Plate Recognition (CLPR)	\$105.00

Price Conditions

- The monthly flat fee per system will commence upon acceptance of the installed system
- Pricing assumes a term with a (4) four year base and (2) two (3) three year extension options and (1) one (2) two year extension option for a total possible term of (12) twelve years
- Pricing assumes a refresh of all camera, detection and flash equipment in year (7) seven of the contract, assuming a (12) twelve year term
- Pricing assumes Conduent will install (1) one power pedestal per intersection and the Village will pay for ongoing cost of power
- Contractor will increase the unit price each anniversary date of the term after year (1) one by 2%
- Conduent will charge a \$4.00 credit card processing fee, paid by the violator, for all payments made via a credit card

Collections

Conduent offers a comprehensive collections process that has been proven to produce superior results over other collection providers. Our managed receivables approach frequently rotates between a dozen or so collection companies rewarding those vendors that outperform others and giving them the opportunity to absorb more of the collections volume based on their frequent performance evaluations.

Table 1-2. Managed Receivables Pricing

Description	Flat Fee per Payment Collected Past 3 rd Notice
Conduent Collections and Managed Receivables model plus Data Analytics	\$30.00*

* There will be no annual escalation associated with this price.

APPENDIX #2

SCOPE OF WORK

Business Rules. The parties will provide specific performance details in separate Business Rules negotiated and signed by the parties, incorporated herein.

Conduent Program Manager. Conduent will designate a Conduent employee as the Client's principal contact at Conduent. The employee will be available during Client business hours and will provide an afterhours contact in the event of an emergency situation.

Equipment. Conduent will install 3 Red Light cameras using the DriveSafe® system at locations chosen by the Client and mutually agreed upon with Conduent's Engineering team for approach feasibility. Each camera system will also be capable of enforcing speed violations, as directed by the Client, commonly referred to as Speed on Green. This capability can be enabled where legislatively allowed and for a mutually agreed to fee to be added to the Flat Fee Pricing identified in Appendix 1.

Location of Red Light systems. Conduent will install Red Light cameras on locations chosen by the Client, and mutually agreed upon with Conduent's Engineering team for approach feasibility, on Client owned Right of Way(s). If the Client seeks installation at locations the Village does not have a Right of Way, the Client will negotiate and obtain the Right of Way for Conduent. If Client loses the Right of Way prior to termination of the agreement, then the parties will discuss Conduent moving the camera to a new location and any associated fees. When allowable Conduent will utilize above ground Client owned infrastructure for mounting radar detection equipment and below ground infrastructure for cabling. Conduent will be allowed to power each Red Light system via connections to the traffic controller power source, at the Client's expense.

Signage. Conduent will provide appropriate signage that meet guidelines legislatively required for enforcement for Red Light.

System operation. Conduent's Citeweb™ database will be available from any internet-enabled device 24 hours a day, 7 days a week for approval of citations except for scheduled downtime. In the event of unexpected downtime not due to the actions or inactions of third parties or a force majeure event, Conduent will remedy all issues within 48 hours regardless of holidays or weekends. Conduent will pro-rate the Client's monthly fee on a daily basis, in accordance with Appendix #4 Service Level Agreements, for any downtime not due to the actions or inactions of third parties or a force majeure event.

Camera Maintenance. Conduent will maintain and make all necessary repairs or replacement of installed equipment in accordance with the Business Rules. Contractor will perform daily verification of each site's operational status and will notify the Village of any camera or system malfunction when discovered by the Contractor. Any minor or significant failure except in the case of a knockdown, catastrophic event including loss of power or vandalism will be repaired or replaced within 48 hours of its discovery. In the event of a knockdown, Conduent will respond within 48 hours of discovery by Conduent or from notification by Client and provide the Village an estimate for repair or replacement. Conduent will pro-rate the Village on a daily basis, in accordance with Appendix #4 Service Level Agreements, for any repair or replacement more than seven (7) calendar days after the estimate has been completed.

Calibration. If the Client elects to enforce Speed on Green, Conduent will have each applicable system undergo annual calibration at Conduent's expense to ensure proper working condition, the annual calibration will be performed by the company identified in the Business Rules, and Conduent will provide the Client with the annual proof of calibration. If the radar is disabled or damaged, Conduent will replace with unit that has been calibrated within the previous 12 months.

Firmware/Software Upgrades for equipment. Conduent will provide release notes on the latest software and firmware upgrades to the camera equipment when they become available and will install the software and firmware upgrades that have the Client's approval to proceed. If certain upgrades are required to maintain system security or legal compliance, then Client approval will be

deemed to be granted for such upgrades unless the Client otherwise notifies Conduent in writing that approval is not granted.

Training. Conduent will provide training on both camera equipment as well as use of our Citeweb™ system for approval of citations and reporting inquiries. Training will be provided at the beginning of the program and annually thereafter at Conduent's expense. Additional refresher training may be provided upon request.

Violation Processing. Conduent will perform an initial review of each potential violation entering the license plate to send through the Illinois Secretary of State and other motor vehicle registration access portals, which Village will provide access via Village access or assist Conduent in obtaining such registration access as needed (i.e. ORI for NLETS as identified below or similar assistance), to obtain all potential violations that have registered owner information. Conduent will perform a secondary review of the potential violations that have registered owner information to ensure that the criteria and statutory requirements of a potential violation meets the Business Rules set by the Client. Violations that meet the Client's Business Rules after Conduent's secondary review will be available for review and approval/rejection by the Stickney Police Department.

Notices of Violation. All violations approved by the Client will be printed and mailed as an initial notice of violation by Conduent by the next business day. The initial notice will include a URL internet address for the violator to view the violation video, an image of the license plate, and two (2) photos of the violating vehicle along with all statutory required language and registered owner information. For any notice returned as undeliverable ("Nixie"), Conduent will re-request the registered owner info to see if there is new information and if so, will re-issue a notice to the new address obtained. In the event no new information is received Conduent will continue the mailing process to the address as initially received. For each notice unpaid after thirty (30) days of mailing of the notice of violation, Conduent will mail a second follow up black and white notice to the registered owner. The second notice will have language and format mutually agreeable by both Conduent and the Client. For any violation not paid by the violator thirty (30) days after the second follow up notice a 3rd notice in black and white will be mailed to the registered owner for the start of collections activities. If the violation is still unpaid thirty (30) days after the mailing of the 3rd notice, Conduent will mail a 4th and final notice. Any violation paid that occurs by the mailing of the 3rd notice or thereafter will entitle Conduent to the collections fee outlined Compensation. in Appendix #1 Contract Payment Schedule, Table 1-2 Managed Receivables Pricing.

Customer Service and payment acceptance. Conduent will provide a toll-free number for citizens to call for program related inquiries Monday through Friday 8am – 5pm (Central time) excluding holidays. Conduent will also provide an interactive voice response available 24 hours a day 365 days per year for citizens to call and make payments via the phone. Conduent will pay for and provide a PO Box (lockbox) for receipt of mail in payments and correspondence and will process at least 90% of the mail in payments received by the next business day and the remaining within two business days to allow for research of certain citations. Correspondence received will be scanned after receipt into the system by close of business of the next business day allowing for viewing or additional action in accordance with the Business Rules. Conduent will provide a Public Portal web address for citizens to view images and video of their violations and to make payments via the web.

Deposits of Funds Received. Contractor shall collect all violation and penalty payments and make daily deposits of monies collected via wire transfer into the bank account designated by the Village. All monies collected (with the exception of the credit card convenience fee) must be remitted to the Village.

Provisions shall be made for payments to be received by Pay-by-Web and Pay-by-Phone. All payments from violators sent by U.S. mail must be mailed to the lockbox or paid via one of the alternate options. Acceptable payments shall include money orders, checks, credit cards, and debit cards. Conduent shall be responsible to pay all credit card service fees from the applicable credit servicer. All Payments will be electronically transferred to the Villages' designated bank account.

Contractor will invoice the Village monthly and provide backup reports reconciling the deposits.

Data Retention. Conduent will store all information in accordance with the Business Rules and in compliance with the Illinois Freedom of Information Act, 5 ILCS 140/1 et.seq. and the Illinois Local Records Act 50 ILCS 205/1 et.seq. Conduent will provide to the Client functionality to run reports via Citeweb™ including but not limited to the number of captured violations, the number of violations sent for approval by the PD, the number of notices of violation issued, the number of notices of violation paid, the aggregate amount paid regarding said notices of violation as well as method of payment, the number of contested notices of violation, the amount of scheduled and unscheduled downtime of the System, and such other data as may be reasonably requested by the Village. Within two (2) business days from the date of request by the Client, Conduent will provide video requested by the Client as part of a criminal investigation.

Client Responsibilities

Program Manager. The Client will appoint a Program manager who will be the main point of contact for interfacing on the program with Conduent.

Permit Assistance. While plan drawings and filing for any permits required is the responsibility of Conduent; the Client will assist Conduent in obtaining permits in a timely manner for construction activities to commence.

Approval of Violations. The Client will provide a sufficient number of statutorily authorized Client employees necessary to approve violations in a timely manner as to avoid potential expirations of citations. It is the sole responsibility of the authorized employees for actual citation approval/rejections. Each authorized employee assigned will be trained by Conduent on how to properly use the Citeweb™ system, will demonstrate sufficient ability to use Citeweb™ and will have provided the required information to obtain their unique user identification.

ORI for NLETS. The Client will provide Conduent with the Client ORI for use in obtaining registered owner information with regards to NLETS and work with Conduent to execute any other associated access forms including but not limited to the Illinois Secretary of State access forms.

Force Majeure. Pursuant to the main contract document, in the event there is any delay in performance, damage or other events related to one or more Force Majeure event(s), Conduent and/or Client will be allowed additional time to rectify any issues incurred.

Appendix #3

SCOPE OF WORK Managed Receivables Program for Collections

Conduent shall perform the following services for the VILLAGE OF STICKNEY:

1.0 DEFINITIONS

- (a) “Account” means the association or arrangement by Conduent, through the use of a computerized data management system, of one or more relationships between Debt Records and a Debtor.
- (b) “Backlog Debt” means any account that was previously in delinquent collections that is migrated to Conduent for delinquent collections to be performed.
- (c) “Collection Activity” shall include any action taken to collect or assist to collect on delinquent violations including collection notices, outbound calling, skip tracing, inbound call services, E-noticing, text messaging and public debt reporting as authorized by law and client approval.
- (d) “Debt” or a “Debt Record” means a specific, gross amount of money owed to the VILLAGE by a Debtor under the Agreement.
- (e) “Debt Collection” means the activities performed on Accounts created and maintained by Conduent or its subcontract(s), which may include but not limited to sending notices, calling, e-mailing, mailing, customer service, skip tracing, information verification and research, and cashiering (through in-person, telephone, and on-line means).
- (f) “Debt File” means a file containing data from the Source System related to Debt Records assigned for Debt Collection.
- (g) “Debt Type” means a categorization of Debt Records generally aligned with the Source System in which the records of amount due for services, fees, fines, taxes, or other debt-related information as established by VILLAGE are created, managed, and/or stored.
- (h) “Debtor” means an individual or entity responsible for payment of debt.
- (i) “FDCPA” means Federal Fair Debt Collection Practices Act.
- (j) “FTC” means the Federal Trade Commission.
- (k) “Gross Collection” means the total, unmitigated amount of payments made by Debtors on Referred Debt.
- (l) “Initial Referral Period” means the period of time from contract execution, during which initial Debt Files as designated by VILLAGE will be Referred.
- (m) “Payment Plan” means an agreement between VILLAGE and/or Conduent, as designated, and the Debtor that allows for the creation of a schedule for incremental payments to be made by the Debtor on Referred and un-Referred debt during a defined time period.
- (n) “Payment Plan Status” means an indication in the Source System that the Debt Record belongs to a Payment Plan.
- (o) “Refer” means the act of assigning Debt Files to Conduent and/or its collection subcontractors
- (p) “Referral” means the Debt in the Debt Files that have been assigned to Conduent, and/or its collection subcontractors, for Debt Collection.
- (q) “Source System” means one of Conduent’s violation issuance applications/programs from which Debt and Debtor data are extracted for the purpose of creating Debt Files.
- (r) “SOW” and “Scope of Work” mean this Appendix #3.

2.0 REFERRAL OF DEBT

2.1. Referral of Debt Files as contemplated in this Appendix #3 shall commence when Conduent notifies VILLAGE of its ability to receive Debt Files on or subsequent to the contract execution date.

2.2 Referrals during the Initial Referral Period will include Backlog Debt as deemed appropriate by VILLAGE and Conduent.

2.3 Referrals subsequent to the Initial Referral Period shall contain Debt not previously Referred to Conduent under this agreement and may contain updates to Debt Records previously Referred to Conduent under this Amendment. Such updated information may include payment activity, debt amount, Debtor name and/or address, etc.

3.0 DEBT COLLECTION ACTIVITY

3.1 RECORD OF DEBT COLLECTION ACTIVITY

Conduent and/or its collection subcontractors must document and maintain records of Debt Collection activity that occurs on an Account, which shall include:

3.1.1 Phone notes taken during calls to the Debtor including the date and time a call is made or a message is left. In the event that a call is recorded by Conduent or its collection subcontractors, all best efforts should be used to preserve said recording which is stored on the Interactive Voice Response system.

3.1.2 Records of all collection notices sent from Conduent and/or its collection subcontractors, to the Debtor. If a collection notice is sent via certified or registered mail, the receipt card must be included in the account file.

3.1.3 All of the original correspondence received from the Debtor.

3.1.4 Notes that indicate the date a payment is received and the amount of the payment.

3.1.5 All complaints received on the Account and the resolution of the complaint. At a minimum, complaint records shall describe specified time frames, provide relevant support documentation, and indicate the associated notification requirements per type of complaint, if any. The record must include the date the complaint was received, nature of the complaint, whether it was verbal or written, and the resolution.

3.2 PAYMENT PLANS

Payment Plans approved by VILLAGE shall be made available to a Debtor by Conduent, and/or its collection subcontractors, when the Debtor and/or Debt Records meet certain criteria. Conduent, and/or its collection subcontractors, shall follow the VILLAGE's established procedures for initiating, monitoring, and termination of payment plans as determined by the VILLAGE'S policies/procedures that may be in effect from time to time.

3.3 DEBTOR COMMUNICATION METHODS

The following methods of communication must be made available to Debtors.

Toll-Free Telephone Number: Conduent, and/or its collection subcontractors, shall maintain a nationwide, toll-free telephone number for the duration of this agreement to enable Debtors a method of contact. The toll free number must be provided on all correspondence directed to Debtors. The telephone number must be answered by Conduent, and/or its collection subcontractors, Mondays through Fridays during the hours of 8:00 a.m. through 5:00 p.m., Central Time. Any changes to these hours must be approved in writing by the VILLAGE.

3.4 WRITTEN COLLECTION NOTICE TEXT AND FORMAT

As one of the collection methods utilized by Conduent, and/or its collection subcontractors, a variety of collection notices must be sent to Debtors. The VILLAGE may provide Conduent with sample collection notices and Conduent, and/or its collection

subcontractors, must include additional language on the collection notices that direct the Debtor to make checks, money orders or other approved payment instruments payable to the VILLAGE.

All written forms/templates of notifications issued to Debtors must be reviewed and pre-approved (which pre-approval will not be unreasonably withheld) by the VILLAGE. Only approved forms/templates will be sent to the Debtors. Upon approval by the VILLAGE, all letters will be issued in English, or other specified languages as agreed upon by both parties.

Conduent shall not implement changes to the collection text or format provided by the VILLAGE without prior written approval. Collection notices must include Conduent's or its collection subcontractor's, mailing address as well as the Debtor communication method information as determined by the VILLAGE policies/procedures that may be in effect from time to time.

3.5 COLLECTION CALL PROCEDURES AND SCRIPTS

3.5.1 As one of the collection methods utilized by Conduent, and/or its collection subcontractors, Conduent or its subcontractors shall make regular telephone calls to Debtors. Conduent shall provide the VILLAGE with sample script(s) to be used during collection phone calls, and the scripts must be reviewed and approved (which approval will not be unreasonably withheld) by the VILLAGE before being implemented.

3.5.2 Conduent, and/or its collection subcontractors, shall not implement changes to the scripts without prior written approval.

3.5.3 Conduent, and/or its collection subcontractors, must include additional language on the telephone script that directs the Debtor to make checks, money orders or other approved payment instruments payable to the "VILLAGE OF STICKNEY" and to identify the Debtor's ability to pay by credit / debit card via the internet or by phone.

3.6 DEBTOR BANKRUPTCY

3.6.1 Upon notice of Debtor bankruptcy, Conduent, and/or its collection subcontractors, shall suspend collection activities on the relevant Debt Records and Conduent, and/or its collection subcontractors, shall code such Debt Records in the Source System with the appropriate bankruptcy status codes.

3.6.2 Conduent shall update the Source System status codes when a dismissal, discharge, terminated bankruptcy, or other bankruptcy status change occurs as may be applicable. Conduent will comply with all requirements applicable to Conduent and the VILLAGE under bankruptcy law.

3.7 VILLAGE OF STICKNEY ENFORCEMENT MEASURES

The VILLAGE may use various enforcement measures against certain Debtors, such as vehicle immobilization, license suspension, temporarily disallowing the issuance of a new or renewed business license, or other similar activity until payment has been made on some or all Referred debt. These enforcement measures may be utilized as determined and authorized by the VILLAGE both pre- and post-Referral to Conduent, and/or its collection subcontractors.

3.8 SETTLEMENT CAMPAIGNS

3.8.1 Under certain circumstances, Conduent may request that the VILLAGE approve a process for selecting specific accounts to be included in a settlement campaign.

3.8.2 Settlement criteria will be provided to Conduent, and/or its collection subcontractors, by the VILLAGE prior to implementation. In such cases, Conduent may suggest alterations to the collection letters and telephone scripts to be used during the campaign. If so, all changes to the text or scripts must be approved in advance and in writing by the VILLAGE prior to implementation.

3.8.3 The collection fee paid to Conduent during a settlement campaign shall be negotiated on a case by case basis between the parties if a fee lower than the contracted fee is desired for a particular campaign. .

5.0 DEBT COLLECTION ACTIVITY REPORTING

5.1 BASIC REPORTING.

5.1.1 Conduent, and/or its collection subcontractors, shall track, and provide to the VILLAGE upon request in a summary report format, the following information about each Account (inclusive of all Debt Types) with Debt Records (data in each report shall be accurate for the previous month):

- Number of Accounts with Payments
- Dollars Collected
- Monthly Fees Due Conduent

5.1.2 Conduent, and/or its collection subcontractors, shall track, at the VILLAGE's request in a summary report format, the following information about each Account by the 15th of month immediately following the end of a quarter (data in each report shall be accurate for the previous 3 months):

- Ending Inventory of Accounts
- Number of Accounts with Payments
- Dollars Collected
- Beginning Inventory of Accounts
- Beginning Inventory Balance

5.2 ADVANCED REPORTING

Conduent, shall provide advanced (i.e., analytical) reports in the format, frequency, and delivery method agreed upon by Conduent and the VILLAGE and shall include the following:

- Collection rates/activity by age and type of debt
- Daily collections total for each day of the month
- Monthly NSF (insufficient funds)/Chargeback Report
- NIXIE (undeliverable mail) Report

6.0 ACCOUNT REVIEW

Conduent will participate in periodic conference calls and status meetings to review performance under this Amendment, set future goals, and revise procedures to meet the changing needs of the VILLAGE. Such calls and meetings shall be scheduled by Conduent and must include appropriate VILLAGE representatives.

7.0 PERFORMANCE INDICATORS

7.1 Performance indicators may include the following:

- Collection Rate, as determined by the total dollars collected divided by the beginning inventory balance for the same time period less reductions, closures, suspensions and dismissals
- Accounts with payments, as determined by the number of Accounts with payments made divided by the ending inventory of Accounts.
- Collection Activity

8.0 QUALITY ASSURANCE

8.1 To provide Conduent oversight, periodic reviews may be conducted by VILLAGE. The reviews may include, but not be limited to, compliance with the terms of this agreement, federal laws and regulations, Municipal Code provisions and VILLAGE policies. VILLAGE, at its option, may issue reports, including any findings and corrective actions to be taken at the completion of each review.

APPENDIX # 4

Service Level Agreement

Contractor agrees to comply with the following response times and accuracy as part of the scope of work for the Contract:

1. Introduction/Assumptions

1.1 This Appendix sets forth the Service Levels (“**Service Levels**”) under this Contract.

1.2 The Parties acknowledge and agree that the primary purpose of the Service Levels and the Service Level Adjustments is to provide Contractor with an incentive to achieve or exceed the target for each Service Level.

1.3 Commencing on the applicable effective date for the Service Level(s) as defined in this Appendix, Contractor shall be required to meet or exceed the Service Levels. The effective date of any Service Level will be the first full month of performance of the Services being measured. For example, if a Conduent System is installed and accepted by the Village on April 10, the effective date of any Service Level measuring the performance of that Contractor System is May 1.

1.4 If at any time the Village determines Conduent has not met any Service Level due to mitigating circumstances, Conduent may request and the Village reserves the right to waive all or part of any assessment or impact attributable thereto.

2. Service Level Failures

A Service Level Failure will be deemed to occur whenever Contractor’s level of performance for a particular Service Level fails to meet the specified Service Level Requirement for that Service Level in a given full month, except to the extent excused under Section 5 of this Appendix, Excused Service Levels.

3. Service Level Adjustments

Should a Service Level Failure occur, the Village shall be entitled to receive a Service Level Adjustment from the Contractor. Service Level Adjustments may be received by the Village from the Contractor as a credit against amounts owed to the Contractor under this Contract. In the case where there will be no further payment, Contractor shall pay to the Village the amount of any Service Level Adjustments in accordance with the Contract. Except as otherwise explicitly stated elsewhere in the Contract, the Village and Contractor agree that such Service Level Adjustments received will constitute the Village’s sole and exclusive remedy with respect to the failure for which the Service Level Adjustments are payable.

4. Reporting

By the fifteenth (15) business day of the month following the effective date of a Service Level, Contractor shall submit to the Village a standard report, as defined by the Contractor and agreed upon by the Village, assessing Contractor’s performance during the previous calendar month indicating examples of failures, such as: processing accuracy, or system repair response time against the applicable Service Levels.

5. Excused Service Levels

Contractor will be relieved of responsibility for meeting any Service Levels and for any associated Service Level Adjustments to the extent that the failure of meeting a Service Level is caused by:

1. The actions or inaction of the Village, Village vendors, or other government bodies;
2. Village prioritization of available resources required by Contractor which only may be performed by the Village, provided that the Contractor informs the Village that such prioritization will affect a Service Level;
3. A Gubernatorial Disaster proclamation which covers and includes the corporate limits of the Village; or
4. Circumstances that constitute a force majeure event as defined in Article 12 of the Contract For Services.

6.0 Service Level Requirements

6.1 Service Level for Equipment Maintenance Response Time

1. **Service Level for Software Repairs:** Two (2) Business Days
2. **Service Level for Hardware Replacement:** Five (5) Business Days
3. **Service Level for Repairs of Knockdown or 3rd Party Damage:** Within five (5) days of 3rd Party Repairs
4. **Service Level Adjustment:** For each day exceeding the two (2) or five (5) business days, respectively, allotted for repair or replacement of inoperable equipment or software, the Contractor shall pay the Village liquidated damages per camera location at the daily rate of \$100 per day. These damages will accrue daily until the repair or replacement is completed and the equipment is functioning to the satisfaction of the Village. Any assessed liquidated damages will be deducted from the Contractor's invoice for the month or subsequent month the service in which the Service Level Adjustment shortfall occurred.
5. **Calculation:** For each repair or replacement not made in the allowable time frame listed in subparagraph 6.1(1)-(3) above.

6.2 Red Light System Uptime

1. Individual Red Light system uptime shall be 85%, based on 24 hours a day, 365 days per calendar year operation.
2. The effective date to measure service level will be the first full month following Client acceptance of Red Light system.
3. An individual Red Light system is a Contractor system installed and capturing potential red light violations. The system will be considered up if the system is identifying, documenting and storing potential red light violations or if the system is down but being repaired within agreed upon Service Level time limits.
4. Downtime and the Calculation of System Uptime does not include scheduled downtime for

system upgrade and/or maintenance (which included maintenance response time for section 6.1 above).

5. Calculations of System Uptime: (Potential hours in a month – Downtime hours in a month) / Potential hours in a month
Mathematical Example: $(720 \text{ hours in a month} - 25 \text{ hours downtime}) / 720 = 96.5\%$

6.3 Back Office System Uptime

1. The Back Office system (Citeweb) uptime shall be 97%, based on 24 hours a day, 365 days per calendar year operation.
2. The effective date to measure service level will be the first full month following Client acceptance of Back Office system.
3. Downtime and the Calculation of Back Office system uptime does not include scheduled downtime for system upgrade and/or maintenance.
4. The Client will be notified of any planned downtime and downtime must occur during non-business hours or as agreed upon by the Contractor and the Client.
5. The Contractor is required to report any unscheduled downtime to the Client, including the duration of the downtime, within one (1) business day following the occurrence.
6. Calculations of Back Office system uptime: (Potential hours in a month – Downtime hours in a month) / Potential hours in a month
Mathematical Example: $(720 \text{ hours in a month} - 20 \text{ hours downtime}) / 720 = 97.2\%$

6.4 Processing Accuracy

1. The Service Level for processing accuracy of Potential Violations shall be 95.0%.
2. *Potential Violations* means the number of red-light events processed by the Contractor and sent to the Village for Violation determination. Violations are sent to the Village based on the Business Rules requirements (BRQs). Through BRQs, the Village may request potential non-violations to be sent to the Village. These potential non-violations will not count against the Contractor for violation processing compliance.
3. *Potential Violations Rejected or Corrected by the Village* means potential violations that are passed to the Village from the Contractor that are rejected by the Village due to clear non-compliance with the BRQs, or that require the correction during the Villages' verification process. This does not include those violations escalated to the Village to make final determination of a violation.
4. **Calculation of Processing Accuracy:** (Potential Violations – Potential Violations Rejected or Corrected by the Village)/Potential Violations
Mathematical Example: $(10,000 - 500)/10,000 = 95.0\%$
5. **Service Level Agreement:** The monthly invoice for service period that is measured, will be discounted by the shortfall percentage up to 5% on a monthly basis. **Example:** If Processing Accuracy is 94.0%, then the monthly invoice for said period will be discounted by 1.0%.
Mathematical Example: Processing Accuracy Target – Processing Accuracy Achieved = Discount Percentage. (95.0% - 94.0%) = 1.0% discount

6.5 Liquidated Damages

1. Client may collect liquidated damages for Contractor not meeting defined Service Level Agreements.
2. Liquidated Damages will be calculated based on the difference between the expected Service Level and the actual Service Level * the monthly invoice. That difference will be applied to the monthly invoice.

**Mathematical Example of one (1) Red Light System not meeting expected uptime:
((Expected Uptime of 85% – Uptime Achieved of 80.0% = 5% * \$3,745)) = \$187.25**

6.6 If more than one liquidated damage category applies to an event and/or issue then only the highest Service Level shall apply for calculating the Liquidated Damages.

6.7 Under no circumstances will the Liquidated Damage(s) and/or Service Level calculation(s) as calculated for a specific month under this agreement result in Service Level Adjustment(s) and/or

EXHIBIT C
ADDITIONAL GENERAL TERMS

A. Contractor shall comply with all applicable laws, regulations and rules promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work. The scope of the laws, regulations, and rules referred to in this paragraph includes, but is in no way limited to, the Illinois Human Rights Act, Illinois Equal Pay Act of 2003, Occupational Safety & Health Act along with the standards and regulations promulgated pursuant thereto (including but not limited to those safety requirements involving work on elevated platforms), all forms of traffic regulations, public utility, Interstate and Intrastate Commerce Commission regulations, Workers' Compensation Laws, Public Construction Bond Act, Prevailing Wage Laws, Public Works Preference Act, Employment of Illinois Workers on Public Works Act, USA Security Act, federal Social Security Act (and any of its titles), and any other law, rule or regulation of the Illinois Department of Labor, Department of Transportation, Illinois Environmental Protection Act, Illinois Department of Natural Resources, Illinois Department of Human Rights, Human Rights Commission, EEOC, and the Village of Stickney.

B. Except for Village records that Village has access to or is in possession thereof, then within five (5) business days after the Village's notice to the Contractor of the Village's receipt of a request made pursuant to the Illinois Freedom of Information Act [ILCS 140/1 et seq. – herein "FOIA"], the Contractor shall furnish all requested Village records in the Contractor's possession which are received or maintained on behalf of the village in performance of this Contract.. As If the information requested is not available in an existing record the Village and/or Contractor will not be required to create the record or a special report or computer query to create a document that is responsive to the FOIA request. Village will not request custom reports or the creation of a document under the scope of services to create a record/document that is responsive to a FOIA request. The Village and Contractor acknowledge that Contractor's internal documentation is not a public record.

C. Sexual Harassment Policy: The Contractor certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105 et. seq.

D. Tax Payments: The Contractor certifies that the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

E. The parties hereto agree that for purposes of any lawsuit(s) between them concerning this rider or contract, its enforcement, or the subject matter thereof, venue shall be in Circuit Court of Cook County, Cook County, State of Illinois.

F. Contractor shall require the following insurance provisions for Subcontract Work in addition to its own.

1. Insurance

Contractor shall procure and maintain, for the duration of the Contractor Work, against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the VILLAGE OF

STICKNEY and Contractor named as additional insured on a primary and non-contributory basis. This primary, non- contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 2026 and CG 2001 04 13. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026

- 1) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- 2) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance: Subcontractor shall maintain limits no less than:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- 2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- 3) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages:

The Village, and its officials, agents, employees and volunteers are additional insureds and are to be covered as 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, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

- 2) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- 4) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that 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.
- 5) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds
- 6) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

- 7) The Contractor shall agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding

E. All Coverages:

- 1) No Waiver. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Amendment by any act or omission, including, but not limited to:
 - a. Allowing work by Contractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- 2) . Contractor shall provide a minimum of thirty (30) days advance notice of policy cancellation to the Village.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. Contractor will make policies available for review at an agreed upon time and place or via a video conference call with the Contractor's risk manager.

H. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the VILLAGE OF STICKNEY, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

I. Failure to Comply

In the event the Subcontractor fails to obtain or maintain any insurance coverages required under this contract, The Village may prevent the Subcontractor from commencing work.

EXHIBIT D

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

The undersigned is an authorized representative of

Name of Company: CONDUENT STATE & LOCAL SOLUTIONS, INC., and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; the undersigned CONTRACTOR hereby certifies to the contracting agency that it will provide a drug-free workplace by:

1. Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Except for Village records of CONTRACTOR'S workplace.
 - b. Specifying the actions that will be taken against employees for violations of such prohibition.
 - c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - d. Abide by the terms of the statement; and
 - e. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
6. Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
8. Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

EXHIBIT E

NATIONAL SECURITY/USA PATRIOT ACT

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the VILLAGE OF STICKNEY that neither it nor any of its principals, vendors, contractors and employees , as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or knowingly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the VILLAGE OF STICKNEY that CONTRACTOR and its principals, vendors, contractors, and employees, as applicable, are not, directly or knowingly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the VILLAGE OF STICKNEY, its Corporate Authorities, and all VILLAGE OF STICKNEY elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) attributed to Conduent's breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or knowingly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or knowingly on behalf of or facilitating this transaction directly or knowingly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the VILLAGE OF STICKNEY, its Corporate Authorities, and all VILLAGE OF STICKNEY elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) attributed to Conduent's breach of the foregoing representation and warranty.

<p><u>Accepted by:</u> _____</p>
<p><u>Signature</u> _____</p>
<p>Printed Name & Title</p>
<p>Subscribed and sworn to before me this _____ day of _____, 2021</p>
<p>Notary Public:</p>