



Contract Number

SAP Number

### Probation Department

<b>Department Contract Representative</b>	<u>James Harps</u>
<b>Telephone Number</b>	<u>(909)387-9611</u>
<b>Contractor</b>	<u>Catalis Courts &amp; Land Records, LLC</u>
<b>Contractor Representative</b>	<u>Ramona Kofoed</u>
<b>Telephone Number</b>	<u>(480) 368-8555 ext. 22214</u>
<b>Contract Term</b>	<u>July 1, 2024 to June 30, 2025 with option for four one-year extension</u>
<b>Original Contract Amount</b>	<u>\$505,411</u>
<b>Amendment Amount</b>	<u>-</u>
<b>Total Contract Amount</b>	<u>\$505,411</u>
<b>Cost Center</b>	<u>4810001000</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**WHEREAS**, County through a non-competitive process finds Catalis Courts and Land Records, LLC (Contractor) previously known as AutoMon, LLC to provide Software Maintenance and Support services for County’s Case Management System that are the subject of this Contract, and

**WHEREAS**, County desires that such Products and/or Services be provided by Contractor and Contractor agrees to provide these Products and/or perform these Services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

This Contract consists of these General Terms and the documents that are referenced and hereby incorporated as though fully set forth herein by a checked box below, and attachment hereto:

- Attachment A – HARDWARE PURCHASE TERMS
- Attachment B – SOFTWARE LICENSE
- Attachment C – SOFTWARE SUPPORT AND MAINTENANCE TERMS
- Attachment D – CLOUD SERVICES TERMS
- Attachment E – BUSINESS ASSOCIATE AGREEMENT
  - Attachment E-1 – Business Associate Addendum for Cloud Services
- Attachment F – CAMPAIGN CONTRIBUTION DISCLOSURE

In the event of any inconsistency between this Contract and any forms, attachments, statements of works, or specifications which may be incorporated into this Contract, the following order of precedence shall apply: (i) this Contract; (ii) Attachments to this Contract, as indicated above; and (iii) price lists, SOWs, SLAs and other documents attached hereto or incorporated herein.

## **A. DEFINITIONS**

Unless elsewhere defined in this Contract, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Affiliates": collectively, municipalities, school districts, and other tax districts within County
- A.2** "County": San Bernardino County
- A.3** "Contractor": the individual or entity identified as providing the Products and/or Services
- A.4** "DRM": County's Department of Risk Management
- A.5** "Effective Date": the date of execution of the Contract
- A.6** "EFT": Electronic funds transfer.
- A.7** "P.O.": a purchase order specifying the types and quantity of Products, Services or Software ordered, the method of delivery, the delivery date required and the location to which Products or Software are to be shipped or the Services are to be provided.
- A.8** "Products": goods in the technology and consumer electronics category
- A.9** "Services": professional consulting, which may include implementation, design, customization, maintenance, help desk or other services necessary or desired by County as specified in an SOW.
- A.10** "Software": computer programs, procedures, rules, routines, or subroutines and any associated documentation pertaining to the operation of a computer system, including software designed to fill specific needs of a user; software that controls the execution of programs, and software that provides services such as resource allocation, scheduling, input/output control, and data management; application-independent software that supports the running of application software; software designed to facilitate the operation and maintenance of a computer system and its associated programs; and computer programs or routines designed to perform some general support function required by other application software, by the operating system, or by the system users, such as formatting electronic media, making copies of files, or deleting files.
- A.11** "SOW": a statement of work or work order that identifies Services provided by Contractor, including a detailed task list or specifications, the estimated period of performance, the fixed price or hourly rate to be charged for the Services, together with any milestones, acceptance criteria and other information regarding the scope of work, as mutually agreed by the Parties.

## **B. GENERAL CONTRACT REQUIREMENTS**

### **B.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

### **B.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

### **B.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

### **B.4 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

### **B.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney

fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**B.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**B.7 Change of Address**

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

**B.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**B.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate. County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**B.10 Confidentiality**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**B.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**B.12 County Representative**

The Chief Probation Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**B.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be

made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

#### **B.14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

#### **B.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

**B.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**B.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

**B.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County. The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

#### **B.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

#### **B.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### **B.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

#### **B.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

## **B.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract. The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded. Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

## **B.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

## **B.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

## **B.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

## **B.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

## **B.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

## **B.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

## **B.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**B.28 Ownership of Documents**

All documents, data, products, graphics, and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**B.29 Participation Clause**

The County desires that Municipalities, School Districts, and other Tax Districts requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of this contract with such governmental bodies as though they have been expressly identified in this contract, with the provisions that:

**B.29.1** Such governmental body does not have and will not have in force any other contract for like purchases.

**B.29.2** Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

**B.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**B.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance for a period of three (3) years after Contract termination or expiration. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract. All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**B.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**B.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**B.34 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**B.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**B.36 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor

personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section E. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel. For any subcontractor, Contractor shall:

**B.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

**B.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

**B.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. General Contract Requirements and Section E. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

### **B.37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

### **B.38 Termination for Convenience**

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, and reports.

### **B.39 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

### **B.40 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

### **B.41 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

### **B.42 Former County Administrative Officials**

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided

includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### **B.43 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination. Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **B.44 Copyright**

Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to County pursuant to the Services performed. The right of County to use the Software and associated documentation is for County's internal use only and limited to the field of use described in the attached Product Descriptions and Subscription Agreement. No title or ownership in the Software or documentation is transferred to County. County shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Contractor in advance and in writing. Only County's employees and necessary contractors acting in the proper scope of their services to County may access or use the Software or documentation. County shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.

#### **B.45 RESERVED**

#### **B.46 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

#### **B.47 RESERVED**

#### **B.48 California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant

to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

#### **B.49 Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

#### **B.50 Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment F- Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors or Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

### **C. TERM OF CONTRACT**

This Contract is effective as of July 1, 2024 and expires June 30, 2025 with the option of four (4) one-year extensions but may be terminated earlier in accordance with provisions of this Contract.

### **D. FISCAL PROVISIONS**

- D.1** The maximum amount of \$505,114 under this Contract shall not exceed \$505,114, of which \$505,114 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- D.2** Invoices shall be issued with a net sixty (60) day payment term with corresponding Purchase Order number stated on the invoices.
- D.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- D.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales

or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

- D.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- D.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- D.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

## **E. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **E.1 Indemnification**

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor, County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it as a result of, arising out of, or in any manner connected with the Contractor's gross negligence or willful misconduct in its performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the County. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons. except where such indemnification is prohibited by law. The parties agree that the indemnities above shall continue in effect even in the case where a portion of the damage is caused by the acts or omissions (including negligence) of the County. However, the parties further agree that Contractor in no way waives any defense otherwise available to it in any such event, including the right to assert comparative fault of the County.

**E.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**E.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**E.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**E.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**E.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**E.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**E.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**E.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**E.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce

compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

### **E.11 Types and Limits**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**E.11.1 Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract. If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**E.11.2 Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

**E.11.3 Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**E.11.4 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**E.11.5 Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**E.11.6 Professional Liability** – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

**or**

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the state of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

**F. RIGHT TO MONITOR AND AUDIT**

- F.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any reasonable reporting requirements established by the County.
- F.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

**G. CORRECTION OF PERFORMANCE DEFICIENCIES**

- G.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- G.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - G.2.1** Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
  - G.2.2** Discontinue reimbursement to Contractor during the period in which Contractor is in breach, which reimbursement; and/or
  - G.2.3** Withhold funds pending duration of the breach; and/or
  - G.2.4** Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
  - G.2.5** Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

**H. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by electronic mail, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County  
Probation Department  
175 W. 5<sup>th</sup> Street, 4<sup>th</sup> Floor  
San Bernardino, CA 92415

Catalis Courts and Land Records, LLC  
3025 Windward Plaza, Suite 200  
Alpharetta, GA 30005  
contracts@catalisgov.com

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**I. ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**J. ELECTRONIC SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which

signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of San Bernardino County

By \_\_\_\_\_  
Deputy

Catalis Courts and Land Records, LLC

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Scott Roza  
*(Print or type name of person signing contract)*

Title CEO  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 3025 Windward Plaza, Suite 200  
Alpharetta, GA 30005

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____ Maria Insixiengmay, Deputy County Counsel	► _____  Date _____	► _____ Tracy Reece, Chief Probation Officer  Date _____



**Contract Number**

---

**SAP Number**

---

**ATTACHMENT A**  
**HARDWARE PURCHASE TERMS**

**RESERVED**



**Contract Number**

---

**SAP Number**

---

**ATTACHMENT B**  
**SOFTWARE LICENSE**

**RESERVED**



Contract Number

SAP Number

**ATTACHMENT C**  
**SOFTWARE SUPPORT AND MAINTENANCE TERMS**

These Software Support and Maintenance Terms are attached to, form a part of, and supplement the General Terms only with respect to Software Support and Maintenance services.

**A. DEFINITIONS**

Capitalized terms used herein have the same meaning as ascribed in the General Terms. In addition, the following capitalized terms shall have the meaning ascribed herein:

- A.1** "Documentation": Users' guides, manuals and other printed materials necessary or useful to County for its use and maintenance of the Software or customarily provided with the Software. Manuals and other printed materials customized for County hereunder constitute Work Product if such materials are required by an SOW.
- A.2** "SLA": Service Level Agreement which is attached hereto as Exhibit C-1 and hereby incorporated herein.
- A.3** "Service Provider": Contractor, as defined in the General Terms or the individual or entity that is the owner of the rights to the Software.

**B. SUPPORT SERVICES**

**B.1 Telephone or Chat**

Service Provider will provide telephone and/or real-time chat support for Software as reasonably required to assist County IT personnel to troubleshoot and correct Software performance to materially conform with Documentation. Service Provider may use personnel, resources, and third party contractors in locations worldwide to provide this level of support.

**B.2 Updates**

Service Provider will provide updates to Software, such as bug fixes and security patches that are generally made to its government and/or commercial licensees at no additional cost to County. Updates do not include any options, upgrades or future products which Service Provider charges for as a separate product or where Service Provider gives County a written end-of-life notice.

**B.2.1** Service Provider is not obligated to ensure that new software versions of its products are backwards compatible with older hardware platforms or software versions.

**B.3 Remote Access by Service Provider**

If remote access is needed to assist Customer with troubleshooting and correction, Service Provider will be given the ability to take control of the remote access session. In such case, Service Provider will guide the County personnel through the support process. Service Provider may not use personnel, resources, or third party contractors located outside of the continental United States to provide this level of support unless approved by County in writing prior to contact.

**B.4 Limitations**

Service Provider will not be obligated to provide support under the following conditions:

- B.4.1** Software has been modified or altered other than by Service Provider or in accordance with Service Provider's instructions;
- B.4.2** Software has not been installed, operated, repaired, or maintained in accordance with Documentation; or

**B.4.3** Trouble is related to configuration of County's network.

**C. MAINTENANCE SUPPORT**

**C.1 Service Levels**

County may order maintenance support at an additional cost as set forth in the SLA under Service Provider's standard software support terms available at the time that services are ordered. Notwithstanding the foregoing, maintenance support will, at a minimum, include:

**C.1.1** Defect correction information or bypass;

**C.1.2** Periodic releases of code corrections, bug fixes, functional enhancements and new versions and releases of Software and Documentation; and

**C.1.3** Reasonable remote assistance to correct Software defects.

**C.2 Upgrades**

If Service Provider upgrades Software, provided that County has an active SLA, County may upgrade all licensed instances of the Software at a rate no higher than the highest rate charged to other government customers or at a 5% discount from its commercially available cost, whichever price is lower.

**D. LIMITATION OF LIABILITY**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, OR COSTS OF RECOVERY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES. EXCEPT FOR CLAIMS ARISING PURSUANT TO INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED THE GREATER OF \$1,000,000 OR THE AMOUNT PAID BY COUNTY UNDER THE CONTRACT.**

[END OF SOFTWARE SUPPORT AND MAINTENANCE TERMS]

**EXHIBIT C-1  
SERVICE LEVEL AGREEMENT**

	<b>2024-25</b>
<b>Software Maintenance &amp; Support</b> Includes Caseload Explorer, Assessments, Planning, SRF & Check-in <i>Annual Term July 1 – June 30</i>	<b>\$455,114</b>
<b>Enhancements/Programming</b> <i>Estimated per year cost, Work Order Required prior to start of any work. Services will be provided at an hourly rate of \$224.</i>	<b>\$50,000</b>
<b>Total Subscription Fees</b>	<b>\$505,114</b>

**SOFTWARE DESCRIPTION**

**Caseload Explorer**

Caseload Explorer was designed to simplify and empower the management of all areas of Community-based Supervision. In a single application with an efficiently organized data store, Caseload Explorer provides a case and financial management system in a secure environment for protecting, organizing, sharing, and managing client information. Caseload Explorer’s powerful underlying technology and sophisticated data model can help agencies connect and synchronize multiple applications to make IT integration challenges more manageable. Caseload Explorer is firmly built on advanced Microsoft® technology and can scale to handle exponential growth without compromising system performance. Integrated with Ce SRF for use with the California Supervision Release File system.

**Ce Assessments**

Ce Assessments provides access to proprietary and public domain Risk, Needs and Behavioral Screening assessments through an intuitive SaaS-based assessment management platform. Assessors can complete a variety of assessments, interpret results, view assessment history, and generate completed assessment reports. Ce Assessments provides real-time access to assessment data for reporting and analysis and is fully integrated with Ce Planning, utilizing assessment-identified needs to create dynamic Adult and Juvenile Case Plans, including Title IV-E.

**Ce Planning**

Fully integrated with Ce Assessments, Ce Planning is a web-based system that allows Community-based Corrections staff to initiate individualized case plans targeting each client’s specific needs. Ce Planning links assessment results to the process of individualized case planning and appropriate service provision.

Ce Planning provides staff the ability to create goals with clearly defined action steps for each identified criminogenic need and tracks client progress towards each goal. Officers can also manage case plans in Ce Planning or through a Microsoft Word™ integration, track case plan milestones and manage Title IV-E case plans and documentation.

**Ce Check-in**

Ce Check-in delivers Community-based Corrections agencies with a simple, affordable solution that provides flexible Client reporting, allowing staff to focus on Clients with more involved supervision requirements. Available as both a Web and Kiosk reporting solution, Ce Check-in provides an ideal reporting tool for low risk clients or as an enhanced, supplemental supervision tool for higher risk clients. Ce Check-in provides flexibility to manage reporting frequencies by a variety of factors while alerting Officers when clients are out of compliance or when events occur that require their attention (i.e., FTRs, change of address, employment, etc.).

Agencies define the exact questions clients are required to answer during each scheduled check-in while Officers have the ability to view client reporting history, check-in session details, GPS location, IP address

and map of where the check-in was completed. Ce Check-in provides clients email, SMS Text or automated phone reminders, as well as SMS Chat functionality allowing Officers to exchange text messages with clients through Ce Check-in.

### **Hosting Services (Microsoft Azure Government) & System Administration (excluding Caseload Explorer)**

Catalis has partnered with Microsoft's Azure Government Cloud Hosting Platform to provide Hosting Services to our government agency customers. Azure Government is a government-community cloud designed to support strategic government scenarios that require speed, scale, security, compliance, and economics for U.S. government organizations. In addition, Azure Government is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA).

Azure Government includes the core components of Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS). This includes infrastructure, network, storage, data management, identity management, and similar services. Your Azure Government hosting includes Geo-Synchronous data replication and auto-scaling. Microsoft has been identified as the leader in both IaaS and PaaS by leading industry analysts.

System Administration applicable to Your Services, to include:

- Installation of Caseload Explorer in Our Azure Government environment
- SQL Server Licensing
- Set-up and Maintain SQL backups with 30-day retention policy
- Set-up and Maintain continuous geo replication to a separate Azure Government Data Center
- TDE encryption enabled
- Apply System Software Patches and Updates (as released by Microsoft)
- Disk cleanup (as needed for performance)
- Re-boot (as needed for performance)
- Monitor (CPU, Memory, and SQL Performance); Resolve Issues
- Install updates (new Releases and Versions, as published)
- Verify Backup existence (Monthly)
- Restore/Verify backup (semi- annually)
- Infrastructure Security Audit and Review (Monthly)

## **CATALIS SERVICE LEVEL AGREEMENT AND SUPPORT TERMS**

### **1. DESCRIPTION OF SUPPORT SERVICES**

#### *1.1. Support Services*

1.1.1. During the term of this Agreement, Licensor will provide the services described herein to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in this Schedule.

1.1.2. Licensor will make available to Customer documentation for how to contact the Support, including a phone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm local time, Monday through Friday, excluding Holidays.

1.1.3. Not covered under Support Services are reported defects caused by customer computers, local environments, networks, or third-party software.

#### *1.2. Customer First Line Support Responsibilities*

Customers are required to establish and maintain an internal help desk to provide First Line Support. The Customer must use reasonable effort to document a Defect with sufficient

information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the Customer must deliver such information to Licensor concurrently with its notification to Licensor of such defect. The Customer shall use all reasonable efforts to eliminate any non-application related issues prior to notification to Licensor of such defect, including, but not limited to, issues related to the network, user training and data problems not caused by the Software. Any internal documentation needed to maintain the internal help desk is the Customer's responsibility. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- a. First call response respecting performance, functionality or operation of the system and Software;
- b. Attempt to recreate the reported problem;
- c. Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps;
- d. Document the steps taken by your First Line Support to troubleshoot the problem;
- e. Resolve, when possible, the problems your users have reported.

### 1.3. Remedial Services

1.3.1. Upon receipt by Licensor of notice from Customer through the Catalis Support (via phone, email or through the Customer Support Portal) of an error, defect, or nonconformity in the Software, Licensor shall respond as provided below:

Service Level	Service Level Definition	Initial Response Time	Resolution
1	Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available. <i>*Support Level 1 issues must be reported via phone</i>	2 business hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure. <i>*Support Level 2 issues must be reported via phone</i>	4 business hours	5 business days
3	You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality.	2 business days	25 business days
4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience, or a Circumvention Procedure is available.	2 business days	Within next two version releases
5	A cosmetic or minor issue that does not impact the operation of a Software.	2 business days	Issue may be resolved at Licensor's discretion at a future date
6	All Feature Requests, usage questions, or requests for training. Also reported problems that are caused by customer computers, local environments, networks, or third-party software.	4 business days	These requests are outside the scope of our support obligations

1.3.2. Any technical or other issue for which the Customer requests services, but which is not a Defect or Error, shall be treated as a Feature Request for additional services requiring a Professional Services Work Order. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Product shall not be considered a Defect or Error.

- a. Critical Defect: Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.
- b. Non-Critical Defect: Defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.
- c. Documented Error: Error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

#### 1.3.3. Feature Request:

Definition: Functionality that does not currently exist in the Product. These requests are outside the scope of our support obligations. Licensor will include for consideration in future software releases or provide a billable Professional Services Work Order upon request.

Customers may request customizations by submitting a request through the Sales department (sales@catalisgov.com).

#### 1.4. Software Updates

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

1.4.1. Bug fixes;

1.4.2. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;

1.4.3. Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor; and

1.4.4. Performance enhancements to Software.

1.4.5. Updates do not include:

- a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
- b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

#### 1.5. Services Not Included

Services do not include any of the following: (i) custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies. Services, as described in this section 1.4, if required by Customer, would be executed via approved Professional Services Work Order.

## 2. LOCATIONS

The Hosting provider will be specified in the Order Form. For U.S.-based customers, both AWS and Microsoft Azure Government's primary and geo-redundant back-up hosting facilities are located within the Continental United States; Canadian customer hosting locations are based in Canada.

## 3. RESPONSIBILITIES

Each Service Level Requirement (SLR) set forth in this document identifies key performance measures that will be used to evaluate the Licensor's delivery of the Software and/or service(s). The overriding goal in developing SLRs is to support the Customer's desire to manage the Licensor's Software and/or service(s) by monitoring and measuring performance against defined SLRs.

In the event of failure to meet an SLR, Licensor shall: (i) immediately take steps to mitigate any harmful effects of such failure within its control, (ii) upon Customer's approval, correct the problem as soon as

practicable, (iii) continuously, and when requested by Customer, advise Customer of the progress and status of remedial efforts being undertaken with respect to such problem, and (iv) demonstrate to Customer that all reasonable action has been taken to prevent a recurrence of the immediate failure.

If Licensor fails to achieve SLRs twelve (12) or more times in any rolling six (6) month period, Licensor shall be deemed to be in default of the Agreement.

SLR Type	SLR Name	Performance Target	Measurement Period
Response Time	E-mail and voicemail response rate	98% of e-mails and voicemails for Services Level 1 & 2 issues received by service desk responded to within 4 business hours	Monthly
Performance	System Performance	98% of web requests receive server responses within 500ms of the request arriving at the server	Monthly
Availability	Uptime / Availability	99.9%	Monthly
Scheduled Downtime	System Availability	≤8 hours scheduled down time per month (per component)	Monthly
Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	≤8 hours with ≤1 hour of data loss	Designated recovery period following a disaster
Semi-Annual Disaster Recovery (DR) Test	Semi-Annual DR Test	Semi-annual DR test completed	Semi-annual



**Contract Number**

---

**SAP Number**

---

**ATTACHMENT D**  
**CLOUD SERVICES TERMS AND CONDITIONS**

**RESERVED**



**Contract Number**

---

**SAP Number**

---

**ATTACHMENT E**  
**BUSINESS ASSOCIATE AGREEMENT**

**RESERVED**

---

---



## ATTACHMENT F

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

---

---

1. Name of Contractor: Catalis Courts & Land Records, LLC

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:

**Scott Roza, CEO**

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

**TPG, Inc, PSG, Inc.**

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Catalis Holdco, Inc.	Owner

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

---

---

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
Catalis, LLC	Scott Rosa

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

