AGREEMENT 260234B FOR SERVICES

This Agreement is entered into, as of this 18th day of November, 2025, between **NAPA COUNTY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY") and **SECUREONE OUTSOURCE SOLUTIONS, INC** an Arizona Corporation, whose business address is 2801 N. 33rd Avenue #1 Phoenix, AZ 85009, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, the Napa County Assessor-Recorder-County Clerk Department Recorder Division has completed the scanning of paper birth, death and marriage records prior to 1972, and

WHEREAS, the Recorder Division wishes to index those scanned images to make them accessible to the public, and

WHEREAS, CONTRACTOR has successfully scanned and indexed 55,000 paper building records for the Assessor-Recorder-County Clerk Assessor Division at a fair cost after an informal bidding process, and

WHEREAS, CONTRACTOR has the capacity to index the scanned images of birth, death and marriage records, and

WHEREAS, CONTRACTOR has again presented a fair proposal after an informal bidding process.

TERMS

NOW, THEREFORE COUNTY and CONTRACTOR hereby agree as follows:

TERM: This AGREEMENT shall have an initial term of one (1) year from the date written above with options by COUNTY and CONTRACTOR to renew for two additional one-year periods. Such option may be exercised by COUNTY and CONTRACTOR at least 60 days prior to the expiration of the Agreement.

TERMINATION FOR CONVENIENCE: COUNTY may terminate all or any portion of this AGREEMENT at its sole option and for its convenience, by giving 30 days prior written notice of such termination to CONTRACTOR. The termination of the AGREEMENT shall be effective 30 days after receipt of the notice by CONTRACTOR. After receipt of notice of termination of all or any portion of the AGREEMENT, CONTRACTOR shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of CONTRACTOR's affected performance under the AGREEMENT. CONTRACTOR shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by CONTRACTOR in performing this AGREEMENT, whether completed or unfinished. CONTRACTOR may keep copies for its own records. COUNTY shall pay CONTRACTOR for goods and services satisfactorily provided before the effective date of termination, and reasonable costs incurred by CONTRACTOR in providing COUNTY with the data and documents required by this paragraph. CONTRACTOR shall not be compensated for lost or anticipated

profit or overhead on the terminated portion of this AGREEMENT.

TERMINATION FOR CAUSE: If either party shall default in the performance of any of its obligations under this AGREEMENT and shall fail or refuse to remedy such default to the reasonable satisfaction of the complaining party within ten (10) calendar days after written notice, the other party may terminate this AGREEMENT on written notice to the defaulting party. If CONTRACTOR shall become insolvent, be placed in receivership, make an assignment for the benefit of creditors, or seek relief or have petition, any such petition not being dismissed within 60 days, filed against it under any provision of the Federal Bankruptcy Code, COUNTY may terminate this AGREEMENT immediately upon written notice. Such termination shall not affect the rights or obligations of either party which may have arisen or accrued prior to such termination. CONTRACTOR shall notify COUNTY if CONTRACTOR enters into bankruptcy proceedings. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing.

The COUNTY Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required to suspend or terminate this AGREEMENT.

STANDARD OF QUALITY: CONTRACTOR warrants to COUNTY that all services provided under this AGREEMENT shall be performed in accordance with the standards customarily adhered to by an experienced and competent provider of the services called for under this AGREEMENT using the degree of care and skill ordinarily exercised by reputable providers of such services. CONTRACTOR shall correct or redo any services not in conformance with this warranty at its own cost and expense, if notified by COUNTY within one year after completion of the services, unless a longer period is specified by the Contract Documents.

CONTRACTOR shall take reasonable steps to commence performance of warranty work within seven days of receipt of written notice from COUNTY unless otherwise agreed by the parties. If CONTRACTOR fails to commence such steps within the seven day or other agreed-upon period, COUNTY may, in addition to any other remedies provided under the Contract Documents, commence correction of such warranty work without further written notice to CONTRACTOR. If COUNTY takes such corrective action, CONTRACTOR shall be responsible for all reasonable costs incurred by COUNTY in performing the warranty work, including but not limited to the cost of COUNTY staff time and the amount paid to another contractor to perform the warranty work.

CONFIDENTIALITY: All services performed by CONTRACTOR and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by CONTRACTOR, are for the sole use of COUNTY. Neither the documents nor their contents shall be released by CONTRACTOR or any subcontractor to any third party without the prior written consent of COUNTY. CONTRACTOR shall not disclose records or other information provided by COUNTY under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to CONTRACTOR, at the time it was disclosed to CONTRACTOR by COUNTY; (2) subsequently become publicly known through no act or omission of CONTRACTOR; or (3) otherwise become known to CONTRACTOR other than through disclosure by COUNTY.

ENTIRE AGREEMENT: This AGREEMENT, together with ATTACHMENT A constitutes the entire agreement of the parties with respect to the subject matter hereof. This AGREEMENT may not be amended except in writing, signed by both parties.

ASSIGNMENT: CONTRACTOR shall not assign its rights or delegate its duties arising under this agreement.

RELATIONSHIP OF THE PARTIES: CONTRACTOR acknowledges that it is an independent contractor and is not an employee or agent of COUNTY. Both parties acknowledge that this AGREEMENT does not create a partnership, joint venture or employment Agreement between the parties. CONTRACTOR shall not act or attempt to act or represent itself directly or implied as an agent of COUNTY or in any way assume or create any obligation, contract, agreement, representation or warranty on behalf of or in the name of COUNTY.

FEES: The per unit price and deposit charge as stated in Attachment "A" is based upon information and specifications provided by COUNTY. Should COUNTY materially change or modify the scope, effort, and specifications, rules or schedules, COUNTY and CONTRACTOR shall mutually agree in writing to appropriate fee adjustments.

ANNUAL APPROPRIATION OF FUNDS: CONTRACTOR acknowledges that the term of this Agreement may extend over multiple COUNTY fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. COUNTY is not obligated to pay CONTRACTOR, nor is CONTRACTOR obligated to provide further goods or services, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

INSURANCE: Prior to commencing the scope of services, CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this AGREEMENT, and thereafter as to matters occurring during the term of this AGREEMENT, the insurance coverage set forth in Attachment "B".

CONTRACTOR shall require its subconsultants and any other entity or person providing services under this AGREEMENT to comply with the Workers Compensation and General Liability insurance requirements set forth in Attachment "B".

INDEMNIFICATION AND HOLD HARMLESS: To the fullest extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this AGREEMENT, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of COUNTY. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this AGREEMENT. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this AGREEMENT.

The provisions of this section are not limited by the requirements of the "INSURANCE" section, above.

CONTRACTOR shall reimburse any and all costs COUNTY incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this section.

This section shall survive termination or expiration of this AGREEMENT and continue in effect so long as a viable claim may exist.

COMPLIANCE WITH COUNTY POLICIES: CONTRACTOR shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

1. Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

2. 6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

3. 6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

4. 6.1.4 "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

5. 6.1.5 Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

CONTRACTOR shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by COUNTY employees or other COUNTY contractors

COMPLIANCE WITH CONTROLLING LAW: CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. CONTRACTOR shall comply immediately with all directives issued by COUNTY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

NOTICES: Any notice hereunder shall be deemed given if sent by overnight courier or delivered by hand or confirmed electronic means to the following address:

If to CONTRACTOR:	If to COUNTY:
ATTN: Nelson Brooks	ATTN: John Tuteur
SecureOne Outsource Solutions, Inc.	Assessor-Recorder-County Clerk
2801 N 33rd Avenue #1	1127 1st St Suite A
Phoenix AZ 85009	Napa CA 94559

COUNTERPARTS: This AGREEMENT may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this AGREEMENT is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer(s).

SecureOne Outsource Solutions, Inc.

By: _____

Nelson Brooks
Title: VP Sales

Napa County, a political subdivision of the State of California

By: _____

Anne Cottrell, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: *Ryan FitzGerald* (e-sign) Deputy County Counsel Date: November 17, 2025	Date: _____ Processed By: _____ Deputy Clerk of the Board	By: _____

ATTACHMENT A

STATEMENT OF WORK

SecureOne will provide data indexing services (metadata) for an estimated 141,742 County supplied PDF scans of historical documents.

Marriage Handwritten	3,850
Birth Handwritten	22,950
Death Handwritten	28,460
Marriage Typed	39,826
Birth Typed	5,341
Death Typed	38,300
Amended (Various) Typed	3,015

PDF documents will be completed certificates both handwritten and typewritten. SecureOne will review and organize the County uploaded scans for data indexing. Files will be delivered to County as completed and invoiced after each upload. Invoices must be itemized by the category, number of records and the rate for that category.

County has provided file formats for Birth, Death and Marriage certificates. The pricing, subject to review of the final business rules, provided by SecureOne is derived from those formats and includes double key accuracy.

Doc type	**Qty**	**$$**	**S1 Total**
Image Splitting/Stapling- Books (per image count)	45,769	0.06	2,746.14
Marriage Handwritten	3,850	0.89	3,414.95
Birth Handwritten	22,950	1.30	29,903.85
Death Handwritten	28,460	0.42	11,924.74
Marriage Typed	39,826	0.89	35,325.66
Birth Typed	5,341	1.30	6,959.32
Death Typed	38,300	0.42	16,047.70
Amended (Various) Typed	3,015	0.27	815.83
Project Total	**141,742**		**$107,138.19**

County understands SecureOne has not reviewed 100% of the provided PDF scans. Any documents discovered during the organizing and/or keying process not similar to the standard samples will be considered out of scope and subject to price adjustments.

Project completion: One year from execution of this agreement

Terms: Net 30

ATTACHMENT B

INSURANCE REQUIREMENTS

WORKERS COMPENSATION INSURANCE: To the extent required by law during the term of this AGREEMENT, CONTRACTOR shall provide workers compensation insurance for the performance of any of CONTRACTOR's duties under this AGREEMENT as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than ONE MILLION DOLLARS ($1,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. CONTRACTOR shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

LIABILITY INSURANCE: CONTRACTOR shall obtain and maintain in full force and effect during the term of this AGREEMENT the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

General Liability: Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this AGREEMENT. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

Professional Liability/Errors and Omissions: Professional liability (or errors and omissions) insurance for all activities of CONTRACTOR arising out of or in connection with this AGREEMENT in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

Comprehensive Automobile Liability Insurance: Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this AGREEMENT, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

CERTIFICATES OF COVERAGE: All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by CONTRACTOR with the COUNTY Department administering this AGREEMENT prior to

commencement of the Scope of Services.

Notice of Cancellation: The certificate(s) or other evidence of coverage shall reference this AGREEMENT by its COUNTY number or title and department; shall be kept current during the term of this AGREEMENT; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

Multiple Insureds: The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

Waiver of Subrogation and Additional Insured Endorsements: For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

Additional Requirements: The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this AGREEMENT, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this AGREEMENT, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

COPIES OF POLICIES: Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

DEDUCTIBLES/RETENTIONS: Any deductibles or self-insured retentions shall be declared to, and be subject to approval by COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under liability associated with the activities required of CONTRACTOR by this AGREEMENT. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents, and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.