

**NAPA COUNTY AGREEMENT NO. 230037B
AMENDMENT NO. 5**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 5 OF NAPA COUNTY AGREEMENT NO. 230037B is made and entered into as of this _____ day of _____ 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and HCI SERVICES, INC., a California corporation; whose business address is 1219 E. Elm Street,, Ontario, CA 91761, hereinafter referred to as “CONTRACTOR.”

RECITALS

WHEREAS, by Napa County Agreement No. 230037B entered into as of June 21, 2022, (hereafter referred to as “Agreement”), CONTRACTOR agreed to provide annual monitoring, testing, inspection and maintenance of fire alarms located in COUNTY owned or operated buildings; and

WHEREAS, on November 8, 2022, COUNTY and CONTRACTOR entered into Amendment No. 1 to the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine and non-routine services; and

WHEREAS, on March 14, 2023, COUNTY and CONTRACTOR entered into Amendment No. 2 to the Agreement to update the scope of work and to increase maximum compensation to accommodate the need for additional routine and non-routine services; and

WHEREAS, on June 6, 2023, COUNTY and CONTRACTOR entered into Amendment No. 3 to the Agreement to increase maximum compensation to accommodate the need for additional non-routine services; and

WHEREAS, on November 7, 2023, the COUNTY and CONTRACTOR entered into Amendment No. 4 to increase the compensation to accommodate the need for additional non-routine services to complete repairs to the fire alarm system at 2000 Airport Road at the Napa County Airport; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement to add routine testing and inspection of fire alarm system at the Napa County Department of Corrections located at 2210 Napa Vallejo Hwy, Napa, CA 94558 to the scope of work, add routine monitoring and testing and inspection of the fire alarm system at 1950 Airport Road, update the scope of work to reflect other changes in service needs at various locations, update compensation maximums to reflect the changes in the scope of work, and update the agreement’s insurance provisions.

For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Paragraph 2, “**Scope of Services**”, is hereby amended by deleting the existing language in its entirety and replacing it with the following:
 2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-3”, attached hereto and incorporated by reference herein. All services to be performed at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa CA 94558 must be approved by the Director of Corrections or their designee prior to commencement of the work.
2. Paragraph 3, “**Compensation**” is hereby amended by deleting the existing language in its entirety and replacing it with the following:
 3. **Compensation.**
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B-5”, attached hereto and incorporated by reference herein. All non-routine services performed at the Napa County Department of Corrections located at 2210 Napa-Vallejo Hwy, Napa, CA 94558 must be approved by the Director of Corrections or their designee prior to the commencement of work.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) above, the maximum payments under this Agreement shall be as follows; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. The FY26/27 amount applies if Agreement is extended pursuant to paragraph 1.

Fiscal Year	Routine Services Public Works	Routine Services Corrections	Non-Routine Services Public Works	Non-Routine Services Corrections	Annual Maximum
FY22/23	\$49,220		\$120,000		\$169,220
FY23/24	\$49,220		\$105,000		\$154,220
FY24/25	\$49,220		\$25,000		\$74,220
FY25/26	\$49,460	\$6,742	\$25,000	\$5,000	\$86,202
FY26/27	\$49,460	\$6,742	\$25,000	\$5,000	\$86,202

3. Paragraph 7, “**Insurance**” is hereby amended by deleting the existing language in its entirety and replacing it with the following:
 7. **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 Exhibit “E” attached hereto and incorporated herein by reference.

(a) Inclusion in Subcontracts. Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit “E”.

4. Paragraph 13, “**Notices**” is hereby amended by deleting the existing language in its entirety and replacing it with the following:

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NAPA COUNTY DEPARTMENT OF PUBLIC WORKS

Napa County Department of Public Works
1195 Third Street, Suite 101
Napa, CA 94559

CONTRACTOR

HCI Services, Inc.
1219 E. Elm Street
Ontario, CA 91761

All notices related to equipment located, and work performed at 2210 Napa-Vallejo Hwy should be sent to:

NAPA COUNTY DEPARTMENT OF CORRECTIONS

Napa County Department of Corrections
2210 Napa-Vallejo Hwy
Napa, CA 94558

5. Except as provided in paragraphs 1 through 4 above, the terms and conditions of this Agreement shall remain in full force and effect as originally approved.
6. This Amendment No. 5 shall be effective as of October 3, 2025.
7. This Amendment No. 5 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

8. This Amendment No. 5 may be executed by electronic signature(s) and transmitted in a portable document format (“PDF”) version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 5 and shall have the same force and effect as a manually executed original.

IN WITNESS WHEREOF, this Amendment No.5 is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

HCI SERVICES, INC.,

By *Drew Turner*
DREW TURNER, President

By *Dario Canizales*
~~CARLA ROBLES~~ Controller

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 By: <u><i>Sabrina S. Wolfson</i></u> Deputy County Counsel Date: <u>October 3, 2025</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “A-3”
SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

I. CONTRACTOR shall provide COUNTY with monitoring along with annual inspections and testing, and necessary maintenance at the locations listed below. Inspection and testing shall conform to the most current standards established by the National Fire Protection Association (NFPA 72) and the most current California Fire Code.

CONTRACTOR shall email inspection reports to the COUNTY’s Maintenance Supervisor within five (5) working days of test/service.

CONTRACTOR shall complete Napa County Department of Corrections Visitor Security Clearance Form to enter the Jail, illustrated in Exhibit “D”.

CONTRACTOR shall service all installed devices at included location.

CONTRACTOR shall provide needed maintenance, including parts, for all listed types of alarm panels.

Building	Address	Panel	Devices	Square Footage	Monitoring Needed
Admin	1195 Third St	Silent Knight 5207	169	64,908	Yes
650 Imperial	650 Imperial Wy	Notifier AFP200	54	30,109	Yes
Library	580 Coombs St	Silent Knight 5207	45	35,368	Yes
Animal Shelter	942 Hartle Ct	Silent Knight 5820	42	13,435	Yes
Homeless Shelter	100 Hartle Ct	Silent Knight 5820	54	13,022	Yes
Parking Garage	1100 5th St	Intelli Knight 5700	19	166,000	Yes
California Yard	3075 California Blvd	Gamewell	5	13,900	Yes
Greenwood Fire	1555 Airport Blvd	Simplex 4001	14	8,000	No - Monitored Local
Bella	1046 Bella Dr	Silent Knight 5820XL	27	2,564	Yes
PEP	3281 Solano Ave	Notifier NFW50	27	3,125	Yes

Center Point	2100 Napa-Vallejo Hwy (M1 &M2)	Notifier AFP200	161	13,599	Yes
1917 First	1917 First St	Fire Light MS-2	6	1,906	No - Monitored Local
Houses at Napa State Avenues "1"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	10	2,160	No - Reports to House 2
Houses at Napa State Avenues "2"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204 Notifier AFP200 Fire Watch 411UDAC Honeywell IPGSM-4G	10	2,160	Yes (Houses 1 & 3 report to this location)
Houses at Napa State Avenues "3"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	14	2,395	No - Reports to House 2
Re-Entry Facility	2300 Napa-Vallejo Hwy	Silent Knight Intelliknight Mod.5820XL	237	23,680	Yes
Carneros Fire Station 210	5260 Old Sonoma Road	Fire-Lite ES200X	6	1,842	Yes

DEPARTMENT OF CORRECTIONS

Building	Address	Panel	Devices	Square Footage	Monitoring Needed
Replacement Jail-Corrections	2210 Napa-Vallejo Hwy	Notifier NF32-3030	544	109,302	No

All denoted quantities are approximate. Unless otherwise indicated, all locations are in Napa, California.

II. CONTRACTOR shall provide COUNTY with monitoring along with annual inspections and testing and necessary maintenance, with 25% of total equipment tested each quarter, at the locations listed below. Inspection and testing shall conform to the most current standards established by the National Fire Protection Association (NFPA 72) and the most current California Fire Code.

CONTRACTOR shall email inspection reports to the COUNTY's Maintenance Supervisor within five (5) working days of test/service.

CONTRACTOR shall complete Napa County Department of Corrections Visitor Security Clearance Form to enter the Jail, illustrated in Exhibit "D".

CONTRACTOR shall service all installed devices at included location.

CONTRACTOR shall provide needed maintenance, including parts, for all listed types of alarm panels.

Building	Address	Panel	Devices	Square Footage	Monitoring Needed
1127 First St	1127 First St.	Silent Knight 5207	103	51,012	Yes
Sheriff's Office	1535 Airport Blvd.	Notifier	160	48,897	Yes
JJC	212 Walnut St.	Notifier NFS-640	274	45,786	No - Monitored local
Hall of Justice	1125 Third St.	Notifier	212	115,255	Yes
New Jail	1125 Third St.	Notifier 1010	260	60,000	No – Reports to Hall of Justice
Airport	2000 Airport Rd.	FENWAL FENWALNET 2000	250+/-	81,525	Yes
Airport – Hanger Bldg	1950 Airport Rd.	Silent Knight 6808	16	15,000	Yes
South Campus "A"	2751 Napa Valley Corporate Drive	Simplex 4005	250	80,012	Yes
South Campus "B"	2751 Napa Valley Corporate Drive	Notifier LCD80	170	86,185	Yes
South Campus "4"	2751 Napa Valley Corporate Drive	Notifier afp400	140	70,337	Yes

All denoted quantities are approximate. Unless otherwise indicated, all locations are in Napa, California.

III. CONTRACTOR shall provide COUNTY with monitoring at the following ITS Cold Room locations and shall conform to the most current standards established by the National Fire Protection Association (NFPA 72) and the most current California Fire Code. Unless otherwise indicated, all locations are in Napa, California.

Building	Address	Panel	Devices	Square Footage	Monitoring Needed
Admin - ITS Server Room	1195 Third St.	Notifier RP1002	NA	NA	Yes

650 Imperial - ITS Cold Room	650 Imperial Way	Chemetron Micro 200-i	NA	NA	Yes
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IV. Non Routine and Emergency Services: CONTRACTOR shall provide COUNTY with authorized non-routine maintenance, authorized repair services, and authorized emergency service as requested by the County's Director of Public Works or designee at the hourly rates provided in Exhibit "B-5", plus parts.

CONTRACTOR shall provide COUNTY with authorized non-routine maintenance and authorized emergency services at the Replacement Jail facility as requested by the County's Director of Corrections or designee at the hourly rates provided in Exhibit "B-5", plus parts.

Response Time: CONTRACTOR shall communicate receipt of requests for non-routine maintenance and repair services within twenty-four (24) hours. CONTRACTOR shall provide on-site Emergency service within four (4) hours of requests.

Written Reports: A written report, utilizing the format established by the NFPA, shall be provided for each inspection and test at each location. CONTRACTOR shall email inspection reports to the COUNTY's Maintenance Supervisor within five (5) working days of test/service.

Hours and Frequency of Service: All inspections and testing will be performed between the hours of 6:30 am and 8:30 am, or as mutually determined by either the COUNTY's Director of Public Works or Designee or the COUNTY's Director of Corrections, for the Replacement Jail facility, and CONTRACTOR, Monday through Friday, excluding holidays to minimize the effect on normal operation of the facilities, each of which has special security needs.

Minimum Certifications and Licensing: A California C10 Contractor's License is required. Registration with the California Department of Industrial Relations (DIR) is required in order submit a proposal and a valid DIR registration number must be maintained throughout the entirety of the contract.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B-5”
COMPENSATION

Building	Address	Panel	Devices	Square Footage	Monitoring Needed	Monitoring Cost	Testing / Inspection Cost
Admin	1195 Third St	Silent Knight 5207	169	64,908	Yes	\$360	\$2,560
650 Imperial	650 Imperial Wy	Notifier AFP200	54	30,109	Yes	\$360	\$640
Library	580 Coombs St	Silent Knight 5207	45	35,368	Yes	\$360	\$640
Animal Shelter	942 Hartle Ct	Silent Knight 5820	42	13,435	Yes	\$360	\$640
Homeless Shelter	100 Hartle Ct	Silent Knight 5820	54	13,022	Yes	\$360	\$640
Parking Garage	1100 5th St	Intelli Knight 5700	19	166,000	Yes	\$360	\$640
California Yard	3075 California Blvd	Gamewell	5	13,900	Yes	\$360	\$320
Greenwood Fire	1555 Airport Blvd	Simplex 4001	14	8,000	No - Monitored Local		\$640
Bella	1046 Bella Dr	Silent Knight 5820XL	27	2,564	Yes	\$360	\$640
PEP	3281 Solano Ave	Notifier NFW50	27	3,125	Yes	\$360	\$640
Center Point	2100 Napa-Vallejo Hwy (M1 &M2)	Notifier AFP200	161	13,599	Yes	\$360	\$2,560
1917 First	1917 First St	Fire Light MS-2	6	1,906	No - Monitored		\$320
Houses at Napa State Avenues "1"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	10	2,160	No - Reports to House 2		\$320
Houses at Napa State Avenues "2"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204 Notifier AFP200 Fire Watch 411UDAC Honeywell IPGSM-4G	10	2,160	Yes (Houses 1 & 3 report to this location)	\$900	\$320
Houses at Napa State Avenues "3"	2100 Napa-Vallejo Hwy (The Avenues)	Silent Knight 5204	14	2,395	No - Reports to House 2		\$320

Re-Entry Facility	2300 Napa-Vallejo Hwy	Silent Knight Intelliknight Mod.5820XL	237	23,680	Yes	\$360	\$1,280
Carneros Fire Station 210	5260 Old Sonoma Road	Fire-Lite ES200X	6	1,842	Yes	\$360	\$640
1127 First St	1127 First St.	Silent Knight 5207	103	51,012	Yes	\$360	\$1,280
Sheriff's Office	1535 Airport Blvd.	Notifier	160	48,897	Yes	\$360	\$2,560
JJC	212 Walnut St.	Notifier NFS-640	274	45,786	No - Monitored local		\$3,840
Hall of Justice	1125 Third St.	Notifier	212	115,255	Yes	\$360	\$3,840
New Jail	1125 Third St.	Notifier 1010	260	60,000	No – Reports to Hall of Justice		\$3,840
Airport	2000 Airport Rd.	FENWAL FENWALNET 2000	250+/-	81,525	Yes	\$360	\$3,840
Airport Hanger Bldg	1950 Airport Road	Silent Knight 6808	16	15,000	Yes	\$960	\$360
South Campus "A"	2751 Napa Valley Corporate Drive	Simplex 4005	250	80,012	Yes	\$360	\$3,840
South Campus "B"	2751 Napa Valley Corporate Drive	Notifier LCD80	170	86,185	Yes	\$360	\$1,600
South Campus "4"	2751 Napa Valley Corporate Drive	Notifier afp400	140	70,337	Yes	\$360	\$1,280
Admin - ITS Server Room	1195 Third St.	Notifier RP1002	NA	NA	Yes	\$360	
650 Imperial - ITS Cold Room	650 Imperial Way	Chemetron Micro 200-i	NA	NA	Yes	\$360	
Sub Total Annual Cost						\$9,420	\$40,040
TOTAL ANNUAL COST						\$49,460	

DEPARTMENT OF CORRECTIONS

Building	Address	Panel	Devices	Square Footage	Monitoring Needed	Monitoring Cost	Testing/ Inspection Cost
Replacement Jail-Corrections	2210 Napa-Vallejo Hwy	Notifier NF32-3030	544	109,302	No		\$6,742
Sub Total Annual Cost						\$0	\$6,742
TOTAL ANNUAL COST						\$6,742	

DIR Number: PW-LR-1000401285

All Pricing in the above chart shall be on an annual basis

Non-Routine and Emergency Services: Contract may include up to \$120,000 for fiscal year 22/23, \$105,000 for fiscal year 23/24, \$25,000 for fiscal year 24/25, and \$30,000 per fiscal year for fiscal years 25/27 and 26/27 for non-routine and emergency services at the hourly rate listed below, plus parts.

Hourly Rate for Maintenance and Service is \$180
Discount off List Price for Parts is 10%

Payment of California Prevailing Wage is required. In accordance with Section 1774 of the Labor Code, the prevailing wage rates for classifications of labor to be employed in the work have been determined and copies of the applicable determinations are on file at the Public Works Office and may be reviewed upon request. Workers must be paid at the rates at least equal to the prevailing wage.

EXHIBIT “E” INSURANCE REQUIREMENTS

E.1 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 TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County’s Risk Manager.

E.2 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:

E.2.1 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.

E.2.2 Professional Liability/Errors and Omissions. Not required.

E.2.3 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 E.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.

E.3 Certificates of Coverage. All insurance coverages referenced in paragraph E.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.

E.3.1 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.

E.3.2 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.

E.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph E.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph E.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.

E.3.4 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.

E.4 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.

E.5 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 this Agreement and the risks of 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.