

**SERVICES AGREEMENT  
BETWEEN  
COUNTY OF MODOC  
AND  
KOFILE TECHNOLOGIES, INC.**

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of August, 2020, by and between the **County of Modoc** ("County"), and **Kofile Technologies, Inc.** ("Contractor").

WHEREAS, County desires to retain a person or firm to provide the following services: Archival digitization of parcel/APN files for the Modoc County Assessor/Recorder;

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services;

WHEREAS, the parties hereto wish to enter into agreement terms for the aforesaid services, including those provided by Contractor which are attached hereto as Exhibit A;

WHEREAS, the agreement terms provided by Contractor do not meet the requirements of the County's contracting policy; and

WHEREAS, the parties wish to supersede certain terms provided by Contractor with the below terms.

NOW, THEREFORE, the parties agree to the following:

- I. **MAXIMUM COST TO COUNTY:** Notwithstanding any other provision of this Agreement, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$78,000.
- II. **INSURANCE:** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability policy with respect

to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

County of Modoc  
204 South Court Street  
Alturas, CA 96101

- B. The Contractor shall be required to carry: professional errors & omissions coverage in the amount of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

Prior the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements signed by the insurer evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to obtain and provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- III. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to

undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Agreement and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.

- IV. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Agreement and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- V. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- VI. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Agreement are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- VII. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- VIII. **TERM OF AGREEMENT:** This Contract shall commence on August 25, 2020 and shall terminate on December 31, 2020, unless sooner terminated in accordance with the terms hereunder.
- IX. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.
- X. **AMENDMENT:** This Contract may be amended or modified only by written agreement of all parties.
- XI. **SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XII. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or

omissions to act of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.

- XIII. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Modoc County, California.
- XIV. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws affecting the services covered by this Contract, including the Health Insurance Portability and Accountability Act.
- XV. **ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party or parties thereto reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.
- XVI. **EXHIBITS:** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
Exhibit A	PROPOSAL

For the avoidance of doubt, all of the above provisions in this Agreement shall supersede any analogous provisions in the agreement terms that are attached hereto as Exhibit A.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date written below.

**COUNTY OF MODOC:**

**KOFILE TECHNOLOGIES, INC.:**

By: \_\_\_\_\_  
Elizabeth Cavasso, Chair  
Modoc County Board of Supervisors

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title.: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
MARGARET E LONG  
County Counsel

Attest:

By: \_\_\_\_\_  
Tiffany Martinez  
Clerk of the Board