

Standard Professional Services Agreement (“PSA”)
Revision G – October 2021

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of January 13, 2026 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Kofile Technologies, Inc, a Delaware Corporation. (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified , experienced in the preservation of historical records and related services; and

WHEREAS, in the judgment of the County Clerk-Recorder-Assessor, it is necessary and desirable to employ the services of Consultant for preserving and imaging historical ‘breadboard’ maps and books.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and

local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Consultant shall not exceed \$427,924.40, without the prior written approval of County. Consultant shall submit its bills in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the

County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from January 13, 2026 to January 13, 2027 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all original microfiche and available images and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily

rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or County Clerk-Recorder-Assessor, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification and Limitation of Liability. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

Limitation of Liability. In no event shall either party to this Agreement be liable to the other party hereunder for any direct claims, penalties, or damages, whether in contract, tort or by way of indemnification (except as set forth above), in an amount exceeding one-million and 00/100 dollars (\$1,000,000.00). For clarity, the limitation herein shall not apply to any indemnity obligation arising out of a third-party claim. Under no circumstances will either party to this agreement be liable for any incidental, consequential, indirect, punitive, intrinsic value or special damages arising out of or in connection with this Agreement, however caused or based on any theory of liability

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to

maintain, insurance as described in Exhibit B which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance

regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by

Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. Consultant shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Deva Proto
County Clerk-Recorder-Assessor
585 Fiscal Dr. 104
Santa Rosa, CA 95403

TO: CONSULTANT: Kofile Technologies, Inc.
P.O. Box 541028
Dallas, TX 75354
Copy to: Legal@Kofile.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF
INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Name: _____

Title: _____
Date: _____

By: _____
Department Director or Designee

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

EXECUTED BY:

By: _____
Department Director

Date: _____

Exhibit A

SCOPE OF WORK

Plat Preservation Services

- Inspect and log each item upon receipt.
- Remove plats from any encapsulation or housing.
- Flatten plats using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.
- Surface clean plats according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).
- Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of plats with acid free and reversible mending materials.
- Deacidify plats with Kofile's proprietary solution Bookkeepers®.
- Encapsulate plats in Kofile's proprietary Lay Flat Archival Polyester Pocket and place in Kofile's proprietary wishbone hangers.

Plat Digitization Services

- Preservation & Readiness: All plats will undergo preservation services prior to digitization. Once preservation is complete, the plats will be in scanner-ready condition, eliminating the need for additional document preparation prior to scanning.
- Physical Condition: Plats will not be mounted to any rigid backing or substrate that would exceed the feed tolerance of standard roller-fed large-format scanners.
- Digitization Workflow: Scanning will include automated deskew and auto-cropping processes. Each image file will be named according to the corresponding Book, Volume, and Page reference.
- Image Capture Resolution: Scanning will be performed at 600 DPI, full color, to ensure high-quality reproduction and accurate color representation.
- File Format Output: Images will be captured and delivered in standard color TIFF format.
- Supported Document Sizes: Plats up to 27" × 27" in dimension will be accommodated within this scope.

Assumptions (Plat)

- All preservation work necessary to make plats scanner-ready will be completed prior to digitization.
- No rigid-mount or foam-board materials will be presented for scanning.
- Scanning will be performed on standard roller-fed large-format equipment suitable for the defined size range.
- No specialized handling or flatbed scanning is included.

Exclusions (Plat)

- Manual zonal image enhancement services.
- Optical Character Recognition (OCR) or text-underlay creation.
- Advanced metadata tagging, or indexing.
- Custom image segmentation or stitching services.

Book Preservation Services

- Inspect and log each item upon receipt.
- Disbind volumes by hand (Kofile does not guillotine volumes to separate pages).
- Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.
- Surface clean sheets according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).
- Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets with Kofile's proprietary solution Bookkeepers®.
- Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.
- Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.

Book Digitization Services

- All pages will undergo preservation services prior to digitization and will be delivered in a scanner-ready condition. No additional document preparation will be required.
- Book pages, not exceeding 12" x 18", will be provided as loose-leaf sheets.
- Pages will be captured in 300 DPI color to ensure accurate reproduction of both text and tonal detail.
- Images will be automatically cropped to remove excess blank margins and optimize visual presentation.
- Each image will undergo quality verification to confirm completeness and clarity.
- Digital images will be named and organized by book, volume, and page number to maintain logical file structure.
- Final deliverables will consist of color images formatted for import into the client's record-keeping system. (Please note: uploading services to the client's system are available at an additional cost.)
- A digital master set will be provided on a medium appropriate to the project size (e.g., secure SFTP transfer or USB drive).

Assumptions (Book)

- Pages will be loose-leaf at the time of digitization (not bound, stapled, or attached).
- All pages will be free of excessive mold, moisture, tears, or other conditions that could prevent safe scanning.
- Pages will include clear labeling or identifiers (book, volume, and page) as needed for file naming and directory tagging.
- Digitization will occur after preservation treatment and stabilization are complete.
- Images will be delivered in a standard TIFF format unless a different format is specified prior to production.

Exclusions (Book)

- OCR/text-searchable conversion is not included in this scope.
- Uploading or integration of images into any client application or system is not included but may be quoted separately.

Plat Cabinets

One custom plat cabinet similar to 400 U. This would be a two-tier unit. Client could place 60 hangers up top and 60 below or put 100 hangers on bottom tier and only 20 on top if they choose and number strip will be custom. Please note that the cost included both the cabinet and the hangers and the envelopes. The envelope and hanger cost were removed from the PRV charge. The PRV charge only covered the cost of treating the maps.

Additional

Freight is to send equipment to Valley Relocation holding facility in Sac. CA. Freight quote is pass thru and no markup applied. Freight is best estimated at time of quote and may increase by time of order.

Valley relocation will be doing the installation and placement of the Enduro cabinet and Datum units. Install location is to be 585 Fiscal Drive, Santa Rosa, CA 95403

TRANSPORTATION & FACILITIES

Kofile prioritizes security and accountability at every stage of records management. From GPS-tracked, DOT-compliant transportation to strict chain-of-custody protocols, we ensure records remain protected and meticulously tracked. Our permanent, climate-controlled facilities feature advanced security systems and archival vaults, providing a secure environment for processing and preserving critical government records.

Secure Transportation

Kofile personnel pick up and transport records. Kofile will provide all supplies, materials, equipment, transportation, and related items. Additionally:

- Vehicles are DOT compliant
- Vehicle doors remain locked – including rear gate with padlock
- Include GPS

Go through a vehicle pre-check before leaving

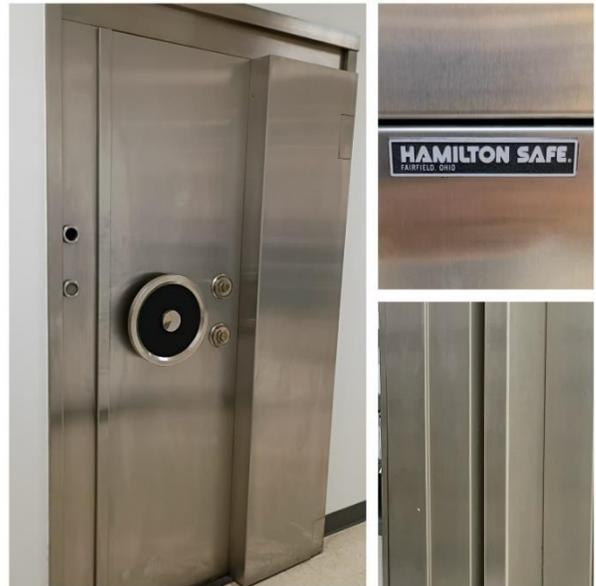
Chain of Custody Control

Kofile's chain of custody control is unparalleled. Kofile Transportation Services monitors inventory at the box, folder, and page level, and experts examine each item prior to any service. The chain of custody includes transport, facility security, technological safeguards, and project management tools/tracking.

State-of-the-Art Facilities

Kofile has:

- Secure, permanent facilities employing full-time, permanent employees.
- Code-compliant facilities and archival, climate-controlled vaults.
- State-of-the-art security systems.
- East, Central, and West Coast facilities servicing the entire country.



Kofile headquarters, located in Dallas, TX:

This is a permanent 150,000 square foot facility that features:

- Fire-resistant brick and concrete building (F5 Tornado Resistant). Structural steel support members, fire-rated walls, ceiling, and flooring.
- Archival vaults (Media Vault and two Book/Paper Vaults).
- Security fences surround the property with restricted control access at each gate/door.
- State-of-the-art security systems protect the entire facility and each vault.

PRICING

Without a signed agreement, prices are good for 90 days. Pricing is based on estimated document and page counts and condition. Final billing occurs on actual document and page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Sonoma County Clerk-Recorder-Assessor					
Project Overview - Estimated Volumes and Pricing					
Record Series	Volume	UOM	Quantity	Level of Service	Estimated Total
Block Maps		Per Plat	240	Cabinet Plat Preservation 24" X 36"	\$13,200.00
Block Maps		Per Image	120	Custom Imaging Service	\$900.00
Block Books	1-140	Per Page	67,369	Book Preservation	\$336,845.00
Block Books	1-140	Per Image	67,369	Custom Imaging Service	\$57,263.65
Shipment of Map Cabinet & Shelving Units		Each	1	Product Freight	\$2,180.00
Install of Map Cabinet and 4 Book Shelving units		Each	1	Product Installation	\$1,937.25
Product				Quantity	Estimated Total
Cabinet - Custom Archival Storage Solution				1	\$8,998.50
Shelving - 4Post™ Shelving Unit 852036 - 85.25"H x 20"D x 36"W; Five Shelves				4	\$6,600.00
PROJECT TOTAL					\$427,924.40

BILLING

Pricing based on the assumptions and records provided by Sonoma County Clerk-Recorder-Assessor, as outlined in the Scope of Work section of this response. Kofile will invoice based on actual document and image counts times the unit rate and will not exceed the estimated total without written authorization.

ACCESSIBILITY OF RECORDS

All records held at Kofile are maintained as private and confidential material. All physical or digital records (including volumes, documents, digital images, metadata, or microfilm) serviced by Kofile shall remain the property of Sonoma County Clerk-Recorder-Assessor. Client is guaranteed access to records via email or toll-free fax. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate.

PROJECT IMPLEMENTATION & CLIENT ACCEPTANCE

Project Implementation

To initiate services with Kofile, please contact your designated Sales Representative, who will serve as your primary point of contact throughout the engagement.

Upon finalizing terms, Kofile will coordinate closely with Sonoma County Clerk-Recorder-Assessor to confirm schedules, logistics, and deliverables, ensuring a seamless transition from procurement to project implementation.

PAYMENT TERMS

Kofile will invoice in 4 installments: First invoice of one-fourth of the total proposed estimate at first pickup, second and third invoices of one-fourth of the total proposed estimate at equal increments between first pickup and expected completion date, and the final invoice for the remaining balance will be issued upon the earlier of thirty (30) days after completion of work or final delivery.

Exhibit B

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, Clerk-Recorder-Assessor Department shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Clerk-Recorder-Assessor 2026 Breadboard Project.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1, 2 or 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Clerk-Recorder-Assessor Department, 585 Fiscal Dr., 104, Santa Rosa, CA 95403.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.