

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CATALIS COURTS & LAND RECORDS, LLC

This agreement is entered into between the County of Tehama, through its Probation Department, ("County") and Catalis Courts & Land Records, LLC, formerly AutoMon LLC, ("Contractor") for the purpose of providing software and related maintenance, support and related services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide software and related maintenance, support and services as set forth in Exhibit B hereto. Contractor acknowledges that performance of services under this Agreement may require remote or on-site access to County information systems, software, hardware, networks or data. Contract shall comply with all applicable County information security, privacy and operational requirements set forth in Exhibit C and any applicable federal, state or regulatory requirements governing the systems being supported.

2. RESPONSIBILITIES OF THE COUNTY

County shall be responsible for procuring, installing and maintaining all third party, systems software and desktop software, equipment, telephone lines communications interfaces, and other hardware necessary to operate the Licensed Program, except as set forth in Exhibit B hereto.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$614,418.12.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any

such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

The term of this Agreement shall begin on August 1, 2026, and terminate on July 31, 2031, unless earlier terminated in accordance with Section 6 below. Upon completion of the five-year Initial Term, the parties may agree to extend for subsequent one-year term(s) with written agreement signed by both parties.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement upon a 60 days' notice cure period immediately upon the County giving written notice thereof to the Contractor. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement or reduce services requested immediately upon written notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by Chief Probation Officer.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement, along with Exhibit A and B, for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both

parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded

upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a

contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: Pamela Gonzalez, Chief Probation Officer
County of Tehama
1840 Walnut Street
Red Bluff, CA 96080
(530) 527-4052

If to Contractor: Catalis Courts & Land Records, LLC
3025 Windward Plaza, Suite 200,
Alpharetta, GA 30005
contracts@catalisgov.com

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **EXHIBITS:**

Contractor shall comply with all provisions of Exhibits A and B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

21. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

22. **NO THIRD-PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **OWNERSHIP OF DOCUMENTS:**

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

23. **CONFIDENTIALITY:**

The intent of this agreement is for the Contractor to providing software and related maintenance, support and related services. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

- a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
 - 1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.
 - 2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
 - 3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/its is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Chairman of Board of Supervisors

Date: 7/28/2026 | 12:20:01 PM PDT

Signed by:

2E8EDFD9EA774B7...

Kevin Barhydt, Executive Vice President

109980
Vendor Number

2037/2036/2035/5050
Budget Account Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

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

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.



EXHIBIT B: RENEWAL ORDER FORM

CUSTOMER INFORMATION

Customer: Tehama County Probation

Address: 1840 Walnut Street, Red Bluff, California 96080 United States

Primary Contact: Deborah Harper, dharper@tcprobation.org, 530-527-4052

Billing Contact: Deborah Harper, dharper@tcprobation.org, 530-527-4052

System Admin: James Wooll, jwooll@tcprobation.org, 530-527-4052

Payment Method:

PO:

Tax Exempt:

Catalis Representative: Kristina O'Leary, koleary@catalisgov.com

Contract requests or questions can be directed to contracts@catalisgov.com.

Any payment or remittance questions can be directed to receivable@catalisgov.com.

TERM

Subscription Renewal Date: 8/1/2026

Auto-Renewal: No

The Term of this Renewal Order Form shall begin on the Subscription Renewal Date and will continue for 60 months ("Initial Term"). Upon completion of the five-year Initial Term, the parties may agree to extend for subsequent one-year term(s) with written agreement signed by both parties.

PRICING

1. Software Subscription Fees

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Probation Programs SaaS Caseload Explorer Support & Maintenance (Including Adult, Juvenile and Juvenile Institutions, Accounting modules) with Ce Analytics Subscription and Hosting 8/1/2026 - 7/31/2031 Annual Uplift: 6%	\$92,230.60	\$97,764.44	\$103,630.30	\$109,848.12	\$116,439.01
Probation Solutions Suite Ce Assessments & SRF Subscription (with Ce Planning at No Cost) 8/1/2026 - 7/31/2031 Annual Uplift: 6%	\$ 10,001.10	\$ 10,601.17	\$ 11,237.24	\$ 11,911.47	\$ 12,626.16
Probation Check-In SaaS Ce Check-in Subscription 8/1/2026 - 7/31/2031 Annual Uplift: 6%	\$ 6,763.86	\$ 7,169.69	\$ 7,599.87	\$ 8,055.87	\$ 8,539.22
Total	\$108,995.56	\$115,535.30	\$122,467.41	\$129,815.46	\$137,604.39



TERMS AND CONDITIONS

1. Order Of Precedence

The Agreement contains the following, listed in order of appearance. In the occurrence of a conflict between any of the below with one another, this Order Form shall control.

Agreement Between the County of Tehama and Catalis Courts & Land Records, LLC

Exhibit A: Insurance Requirements for Contractor

Exhibit B: This Order Form

The Master Software Subscription and Services Agreement

<https://catalisgov.com/master-software-subscription-and-services-agreement/>

The Service Level Agreement and Support Terms

<https://catalisgov.com/saas-service-level-agreement-and-support-terms/>

2. Order Form General Terms

- 2.1. Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
- 2.2. Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) calendar days of the Order Form Date.
- 2.3. Following adoption of this Order Form, changes to the Statement of Work must be memorialized with a written Amendment or Work Order, without regard to whether the change affects costs, and must be approved in writing by Catalis and the Customer. If the changes impact cost, an estimate of the cost impact shall be included.
- 2.4. Any Recurring Fees will increase annually by the greater of the percentage defined in the Pricing section above or by the increase in the Consumer Price Index ("CPI") for the prior calendar year.
- 2.5. All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.
- 2.6. Invoices shall be due and payable within Net 30 calendar days following invoice by Catalis.

Exhibit C

SaaS Agreement Terms and Conditions

1. Definitions
 - 1.1. County Data: All data, content, and information provided by the County to the Service Provider under this Agreement.
 - 1.2. Personal Data: Any information related to an identifiable individual that is subject to privacy and data protection laws.
 - 1.3. Service Provider: Any third-party vendor or consultant contracted under this Agreement to support, manage, maintain, or provide services related to County information systems.
 - 1.4. County Information Systems: Systems that store, process, or transmit sensitive or essential data necessary for County operations, including but not limited to public safety, finance, health, and personnel systems.
 - 1.5. SaaS: As used in this Agreement, Software-as-a-Service (SaaS) is defined as the capability provided to the consumer to use the provider's applications running on a cloud infrastructure.
2. Ownership of Data
 - 2.1. The County retains ownership of all right, title, and interest in and to its data.
3. Data Protection
 - 3.1. All personal and non-public data must be encrypted at rest and in transit.
 - 3.2. The Service Provider shall use cryptographic standards compliant with FIPS 140-2, for any transfer or storage of data as defined by the National Institute of Standards and Technology (NIST).
4. Data Storage and Handling
 - 4.1. County data must reside primarily in U.S.-based systems.
5. Minimum Security Requirements
 - 5.1. Multi-Factor Authentication (MFA):

Administrative or privileged access to County systems must be protected by Multi-Factor Authentication (MFA) as a minimum-security requirement.
 - 5.2. Access Controls:

The Service Provider shall implement role-based access controls (RBAC) and ensure that access to County data is limited to authorized personnel only.
 - 5.3. Security Monitoring:

The Service Provider shall maintain continuous security monitoring of its own infrastructure and services and provide timely reporting of any vulnerabilities or risks that may impact the County.
6. Security Incident Notification
 - 6.1. The Service Provider shall notify the County of any suspected security breach and provide details of the breach and mitigation steps within 72 hours of discovery. This notification shall include details of the breach and the steps being taken to mitigate it. For example, if any vendor-managed systems, such as those supporting secure remote access, credential management, documentation, or ticketing, are compromised, the County must be informed within the specified 72-hour window, along with a summary of actions taken to protect the County's systems.
 - 6.2. If the Service Provider is responsible for a breach that affects the county, they shall bear all costs related to investigation, resolution, and notification.
7. Legal Requests
 - 7.1. The Service Provider shall notify the County upon receipt of any legal request that may require access to County data.
8. Termination of Service

Exhibit C

- 8.1. Upon termination, the Service Provider shall securely return all County data in a mutually agreed-upon format and destroy any remaining copies using NIST-approved methods.