

## SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated July 18, 2023 and is between The Little Group, LTD Co. dba Exclusive Network Enterprises, a Texas corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

### Recitals

A. The County has a need for supplemental project management services provided by the Contractor for the County's property management information system (PMIS).

B. The County desires to engage the Contractor to provide project management services related to the County's PMIS, pursuant to the terms and conditions of this Agreement.

C. The County previously entered into Procurement Agreement No. P-22-053 with the Contractor for supplemental project management services, with a total maximum compensation payable of \$199,000.00, effective March 1, 2022, for a potential five-year term, not to exceed February 28, 2027 ("Original Agreement").

D. The County and the Contractor now wish to supersede and replace the Original Agreement with this Agreement, subject to approval by the County's Board of Supervisors, which is necessary to allow not only for additional IT professional services (as identified in Exhibit A) to be performed by the Contractor, but for the increase in the total maximum compensation payable to \$600,000.00. The term will remain a potential five-year maximum and this Agreement will be retroactive to the Original Agreement's effective date of March 1, 2022.

The parties therefore agree as follows:

### Article 1

#### Contractor's Services

1.1 **Scope of Services.** Upon execution of this Agreement, the Contractor shall perform all of the services provided in Exhibit A to this Agreement, entitled "Scope of Services." Services provided by the Contractor prior to the execution of this Agreement are described in the Original Agreement.

1        1.2    **Representation.** The Contractor represents that it is qualified, ready, willing, and  
2 able to perform all of the services provided in this Agreement.

3        1.3    **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
4 applicable federal, state, and local laws and regulations in the performance of its obligations  
5 under this Agreement, including but not limited to workers compensation, labor, and  
6 confidentiality laws and regulations.

7        1.4    **Data Security.** The Contractor shall employ adequate controls and data security  
8 measures, both internally and externally, to ensure and protect the confidential information  
9 and/or data provided to the Contractor by the County, thereby preventing 1) the potential loss,  
10 misappropriation, and/or inadvertent access, viewing, use or disclosure of County data,  
11 including sensitive or personal County information including any and all personal identifying  
12 information of County employees; 2) abuse of County resources; and/or 3) disruption to County  
13 operations.

14            The Contractor may not connect to or use County networks/systems via personally  
15 owned mobile, wireless, or handheld devices, unless authorized by the County for  
16 telecommuting purposes and provide a secure connection; up-to-date virus protection and  
17 mobile devices must have the remote wipe feature enabled. Computers or computer peripherals  
18 including mobile storage devices may not be used (on either the County's or the Contractor's  
19 devices) or brought in for use into the County's system(s) without prior authorization from the  
20 County's Director of Internal Services/Chief Information Officer (ISD Director/CIO) and/or  
21 designee(s).

22            There shall be no storage of the County's private, confidential, or sensitive data on any  
23 hard disk drive, portable storage device or remote storage installation, unless encrypted  
24 according to advance encryption standards (AES of 128 bit or higher).

25            The Contractor shall immediately notify the County of any violations, breaches, or  
26 potential breaches of security related to the County's confidential information, data, and/or data  
27 processing equipment which stores or processes County data, internally or externally. The  
28 County shall provide oversight to the Contractor's response to all incidents arising from a

1 possible breach of security related to the County’s confidential client information. The Contractor  
2 shall issue any notification to affected individuals as required by law, or as deemed necessary  
3 by the County, in its sole discretion. The Contractor shall be responsible for all costs incurred as  
4 a result of providing the required notification.

5 **Article 2**

6 **County’s Responsibilities**

7 2.1 The County shall provide a County representative to represent the County, who will  
8 work with the Contractor to carry out the Contractor’s obligations under this Agreement. The  
9 County Representative shall be a County Information Technology Division Manager, and/or their  
10 designees. The Contractor shall provide a contact person to the County Representative upon  
11 execution of this Agreement.

12 **Article 3**

13 **Compensation, Invoices, and Payments**

14 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
15 the performance of its services under this Agreement as described in this section. The  
16 Contractor shall provide supplemental project management services for the County’s PMIS at  
17 \$125.00 per hour.

18 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
19 under this Agreement is \$500,000.00 for the initial three-year term of this Agreement. In the  
20 event this Agreement is extended for its first optional one-year extension (“Year 4”), the total  
21 compensation payable to the Contractor under this Agreement is \$550,000.00. In the event this  
22 Agreement is extended for its final one-year extension (“Year 5”), the total compensation  
23 payable to the Contractor under this Agreement is \$600,000.00. In the event the total maximum  
24 compensation amount in the Initial Term, Year 4, and/or Year 5 is not fully expended, the  
25 remaining unspent funding amounts shall roll over to each subsequent term’s established  
26 maximum compensation. The Contractor acknowledges that the County is a local government  
27 entity, and does so with notice that the County’s powers are limited by the California  
28 Constitution and by State law, and with notice that the Contractor may receive compensation



1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and  
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Director of Internal Services/Chief Information Officer

7 County of Fresno

8 333 W. Pontiac Way

9 Clovis, CA 93612

10 [isdcontracts@fresnocountyca.gov](mailto:isdcontracts@fresnocountyca.gov)

11 **For the Contractor:**

12 CEO

13 The Little Group LTD, Co dba Exclusive Network Enterprises

14 P.O. Box 8753

15 Greenville, TX 75404

16 [exclusivenet@earthlink.net](mailto:exclusivenet@earthlink.net)

17 5.2 **Change of Contact Information.** Either party may change the information in section  
18 5.1 by giving notice as provided in section 5.3.

19 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
22 an overnight commercial courier service, or by Portable Document Format (PDF) document  
23 attached to an email.

24 (A) A notice delivered by personal service is effective upon service to the recipient.

25 (B) A notice delivered by first-class United States mail is effective three County  
26 business days after deposit in the United States mail, postage prepaid, addressed to the  
27 recipient.

28 (C) A notice delivered by an overnight commercial courier service is effective one  
County business day after deposit with the overnight commercial courier service,  
delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
the recipient.

(D) A notice delivered by PDF document attached to an email is effective when  
transmission to the recipient is completed (but, if such transmission is completed outside

1 of County business hours, then such delivery is deemed to be effective at the next  
2 beginning of a County business day), provided that the sender maintains a machine  
3 record of the completed transmission.

4 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
5 nothing in this Agreement establishes, waives, or modifies any claims presentation  
6 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
7 of Title 1 of the Government Code, beginning with section 810).

## 8 **Article 6**

### 9 **Termination and Suspension**

10 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
11 contingent on the approval of funds by the appropriating government agency. If sufficient funds  
12 are not allocated, then the County, upon at least 30 days' advance written notice to the  
13 Contractor, may:

- 14 (A) Modify the services provided by the Contractor under this Agreement; or
- 15 (B) Terminate this Agreement.

### 16 **6.2 Termination for Breach.**

17 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
18 occurred, the County may give written notice of the breach to the Contractor. The written  
19 notice may suspend performance under this Agreement, and must provide at least 30  
20 days for the Contractor to cure the breach.

21 (B) If the Contractor fails to cure the breach to the County's satisfaction within the  
22 time stated in the written notice, the County may terminate this Agreement immediately.

23 (C) For purposes of this section, a breach occurs when, in the determination of the  
24 County, the Contractor has:

- 25 (1) Obtained or used funds illegally or improperly;
- 26 (2) Failed to comply with any part of this Agreement;
- 27 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 28 (4) Improperly performed any of its obligations under this Agreement.



1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to  
7 the performance or failure to perform by the Contractor (or any of its officers, agents,  
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
10 defend the County.

11 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

12 **Article 9**

13 **Insurance**

14 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this  
15 Agreement.

16 **Article 10**

17 **Inspections, Audits, and Public Records**

18 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
19 the County may examine at any time during business hours and as often as the County deems  
20 necessary, all of the Contractor's records and data with respect to the matters covered by this  
21 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
22 request by the County, permit the County to audit and inspect all of such records and data to  
23 ensure the Contractor's compliance with the terms of this Agreement.

24 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
25 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
26 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
27 years after final payment under this Agreement. This section survives the termination of this  
28 Agreement.

1       10.3 **Public Records.** The County is not limited in any manner with respect to its public  
2 disclosure of this Agreement or any record or data that the Contractor may provide to the  
3 County. The County's public disclosure of this Agreement or any record or data that the  
4 Contractor may provide to the County may include but is not limited to the following:

5           (A) The County may voluntarily, or upon request by any member of the public or  
6 governmental agency, disclose this Agreement to the public or such governmental  
7 agency.

8           (B) The County may voluntarily, or upon request by any member of the public or  
9 governmental agency, disclose to the public or such governmental agency any record or  
10 data that the Contractor may provide to the County, unless such disclosure is prohibited  
11 by court order.

12           (C) This Agreement, and any record or data that the Contractor may provide to the  
13 County, is subject to public disclosure under the Ralph M. Brown Act (California  
14 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

15           (D) This Agreement, and any record or data that the Contractor may provide to the  
16 County, is subject to public disclosure as a public record under the California Public  
17 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning  
18 with section 7920.200) ("CPRA").

19           (E) This Agreement, and any record or data that the Contractor may provide to the  
20 County, is subject to public disclosure as information concerning the conduct of the  
21 people's business of the State of California under California Constitution, Article 1,  
22 section 3, subdivision (b).

23           (F) Any marking of confidentiality or restricted access upon or otherwise made with  
24 respect to any record or data that the Contractor may provide to the County shall be  
25 disregarded and have no effect on the County's right or duty to disclose to the public or  
26 governmental agency any such record or data.

27       10.4 **Public Records Act Requests.** If the County receives a written or oral request  
28 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,

1 and which the County has a right, under any provision of this Agreement or applicable law, to  
2 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
3 County, for purposes of public disclosure, the requested records that may be in the possession  
4 or control of the Contractor. Within five business days after the County's demand, the  
5 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
6 possession or control, together with a written statement that the Contractor, after conducting a  
7 diligent search, has produced all requested records that are in the Contractor's possession or  
8 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
9 diligent search, does not possess or control any of the requested records. The Contractor shall  
10 cooperate with the County with respect to any County demand for such records. If the  
11 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
12 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
13 exemption by citation to specific legal authority within the written statement that it provides to  
14 the County under this section. The Contractor's assertion of any exemption from disclosure is  
15 not binding on the County, but the County will give at least 10 days' advance written notice to  
16 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
17 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
18 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
19 failure to produce any such records, or failure to cooperate with the County with respect to any  
20 County demand for any such records.

## 21 **Article 11**

### 22 **Disclosure of Self-Dealing Transactions**

23 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,  
24 or changes its status to operate as a corporation.

25 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
26 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
27 "Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the  
28 County before commencing the transaction or immediately after.



1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3       12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

9       12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
11 performance of any continuing or other obligation of the Contractor and does not prohibit  
12 enforcement by the County of any obligation on any other occasion.

13       12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
14 between the Contractor and the County with respect to the subject matter of this Agreement,  
15 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
16 publications, and understandings of any nature unless those things are expressly included in  
17 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
18 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
19 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
20 exhibits.

21       12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
22 create any rights or obligations for any person or entity except for the parties.

23       12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

24               (A) The Contractor is duly authorized and empowered to sign and perform its  
25 obligations under this Agreement.

26               (B) The individual signing this Agreement on behalf of the Contractor is duly  
27 authorized to do so and his or her signature on this Agreement legally binds the  
28 Contractor to the terms of this Agreement.



1 The parties are signing this Agreement on the date stated in the introductory clause.

2 THE LITTLE GROUP

COUNTY OF FRESNO

3  
4 James Mosby

James Mosby (Jun 2, 2023 12:21 CDT)

5 James Mosby, CEO

6 P.O. Box 8753  
7 Greenville, TX 75404

Sal Quintero

8 Sal Quintero, Chairman of the Board of  
9 Supervisors of the County of Fresno

**Attest:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

10 By:

Alexandria Vicina

Deputy

11 For accounting use only:

12 Org No.: 8905  
13 Account No.: 7295  
14 Fund No.: 1020  
15 Subclass No.: 10000  
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# Exhibit A

## Scope of Services

#	IT Professional Services	Hourly Rate
1.	Project Manager	\$125.00 - \$150.00
2.	Quality Assurance (Q/A) Analyst	\$65.00 - \$85.00
3.	Business Analyst	\$65.00 - \$95.00
4.	Geographic Information Systems (GIS) Data Technician	\$55.00 - \$75.00
5.	Software Architect	\$120.00 - \$160.00
6.	Software Developer	\$85.00 - \$120.00
7.	Database Administrator	\$70.00 - \$95.00
8.	Server Storage Administrator	\$70.00 - \$90.00
9.	Network Administrator	\$55.00 - \$75.00
10.	Web Developer	\$65.00 - \$85.00
11.	Web Portal Administrator	\$55.00 - \$70.00
12.	Web Site Specialist	\$65.00 - \$90.00
13.	Cloud Services Specialist	\$80.00 - \$135.00
14.	IT Security Specialist	\$90.00 - \$150.00
15.	Technical Writer	\$55.00 - \$75.00
16.	Service Desk Analyst	\$45.00 - \$60.00
17.	Data Warehousing/Business Intelligence (DW/BI) Architect	\$95.00 - \$135.00
18.	DW/BI Developer	\$85.00 - \$120.00
19.	Service Desk Application Architect	\$80.00 - \$130.00
20.	Service Desk Implementation Consultant	\$75.00 - \$125.00
21.	Telecommunications Project Manager	\$90.00 - \$135.00
22.	Telecommunications Business Analyst	\$75.00 - \$90.00

## Exhibit A

#	IT Professional Services	Hourly Rate
23.	Telecommunications Network Engineer	\$85.00 – \$125.00
24.	Business Intelligence Reporting Analyst/ Developer	\$85.00 – \$125.00
25.	Enterprise System Engineer	\$90.00 – \$130.00
26.	Field Network Technician	\$60.00 – \$85.00
27.	System Architect	\$90.00 – \$140.00
28.	Application Developer (full stack)	\$90.00 – \$135.00
29.	Structured Query Language (SQL) Database Administrator	\$85.00 – \$105.00
30.	IT Project Manager	\$125.00 – \$150.00
31.	Data Warehouse Developer – Extract, Transform, & Load (ETL)	\$85.00 – \$120.00
32.	Enterprise Resource Planning (ERP) System Operator	\$65.00 – \$85.00
33.	Application Developer (Microsoft SQL Server)	\$85.00 – \$110.00
34.	Web Graphic Designer	\$65.00 – \$85.00
35.	Web Information Architect	\$75.00 – \$110.00
36.	Web Portal Administrator	\$55.00 – \$70.00
37.	Cybersecurity Specialist	95.00 – \$150.00
38.	Help Desk Support Technician	\$45.00 – \$60.00

## Exhibit B

### Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

#### Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

## Exhibit B

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	

# Exhibit C

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, the Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Article 1.4 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion

## Exhibit C

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
  - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and

## Exhibit C

possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.