

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and GRANICUS ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on January 1, 2019, and end on December 31, 2023, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000.00
- (b) Professional liability insurance: \$1,000,000.00
- (c) Comprehensive motor vehicle liability insurance: \$minimum required by law
- (d) Cyber liability insurance: \$1,000,000.00
- (e) Crime insurance: \$1,000,000.00

6. Termination.

The number of days of advance written notice required for termination of this contract is 60.

7. Specific Terms and Conditions (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: 831-636-4000

Fax No.: _____

Contract Administrator for CONTRACTOR:

Name: Dawn Kubat

Title: Vice President of Legal

Address: 1152 15th Street NW, Suite 800

Washington, DC 20005

Telephone No.: 651-757-4154

Fax No.: _____

SIGNATURES


APPROVED BY COUNTY:

Name: _____

Chair, San Benito County Board of Supervisors

Date: _____

APPROVED BY CONTRACTOR:

 _____

Name: Dawn Kubat

Title: Vice President of Legal

Date: February 1, 2019

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: Shirley L. Murphy, Deputy County Counsel

Date: Feb. 1, 2019

ATTACHMENT A Scope of Services

CONTRACTOR will provide the following services as a part of this contract:

All work performed under this contract will be coordinated with the San Benito County Information Technology Department (COUNTY IT). Permissions, access, and modifications of COUNTY'S proprietary information, programs and systems require COUNTY IT's prior approval.

Website Design and Implementation – CONTRACTOR will provide a unique, citizen-focused website that includes the following features:

- Advanced UX Consultation, which may include one (1) or more of the following:
 - One (1) site analytics report;
 - One (1) heatmap analysis 3;
 - One (1) internal stakeholder survey 4;
 - One (1) community stakeholder survey;
 - One (1) remote user testing of top tasks;
- Three (3) customer journeys (top tasks or heavily visited webpages) identified for optimization - fully customized homepage wireframe;
- Fully responsive design;
- Compliance with Americans with Disabilities Act (ADA) requirements;
- Custom mobile homepage or standard mobile responsive homepage;
- Video background or standard rotating image carousel (switchable at any time);
- Three (3) specialty alternate homepages – COUNTY may choose from CONTRACTOR'S library including templates for emergencies, election night, special events;
- Three (3) customer experience features – COUNTY may choose from CONTRACTOR'S library including service finder, geo finder, or data visualization banner;
- Programming/CMS implementation;
- Migration of up to 200 webpages;
- Ten (10) forms converted into the new CMS;
- Three (3) days of on-site consultation / training to be applied towards additional project management or training (two (2) of three (3) days must be consecutive);
- Ability to incorporate other, external county webpages;
- Integration with GIS programs, the Novus agenda program, and other programs used by the COUNTY;
- Ability to utilize social media feeds;
- Training for COUNTY staff; and
- Ability for COUNTY staff to update content.

Project Milestones and Timeline: CONTRACTOR will provide the services specified above according to the following timeline:

Timeline and Development Plan

1 Research	<p>GOAL Conduct analysis to understand how your website is used.</p>	<p>DELIVERABLES</p> <ul style="list-style-type: none"> • Custom Wireframe 	<ul style="list-style-type: none"> • Site Usability Report • Customer Journey Recommendations 	<p>TOOLKIT</p> <ul style="list-style-type: none"> • Project Kick-off Kit 	Month 1
2 Design	<p>GOAL Develop a website that reflects your community and delivers superior customer experience.</p>	<p>DELIVERABLES</p> <ul style="list-style-type: none"> • Mood Board • Graphic Design Comp • Style Guide 	<ul style="list-style-type: none"> • Design Reveal Video • Mobile Comp • Specialty Homepages 		Month 2
3 Site Development	<p>GOAL Refine the website's content and implement Granicus govAccess.</p>	<p>DELIVERABLES</p> <ul style="list-style-type: none"> • Sitemap Recommendations • Migrated Content • Program Website 	<ul style="list-style-type: none"> • Accessibility and Writing for the Web Training 	<p>TOOLKITS</p> <ul style="list-style-type: none"> • Work Plan Template • Pre-Launch Prep • Content Migration Guide 	Month 3 - 4
4 Launch	<p>GOAL Train your team and bring the new site live to the public.</p>	<p>DELIVERABLES</p> <ul style="list-style-type: none"> • Staging Site • CMS Training 		<p>TOOLKITS</p> <ul style="list-style-type: none"> • User Setup Guide • UAT Guide • Launch Planning Guide 	Month 5
5 Post Launch	<p>GOAL Provide ongoing support and maintain a superior digital customer experience.</p>	<p>DELIVERABLES</p> <ul style="list-style-type: none"> • Ongoing technical support 	<ul style="list-style-type: none"> • Guaranteed 99.9% uptime • Annual Health Check and Recommendations 		Ongoing

- CONTRACTOR shall deliver draft homepage design concept(s) to COUNTY staff on or about February 28, 2019;
- CONTRACTOR shall implement the main website into the VCMS on a CONTRACTOR-hosted development server on or about April 30, 2019;
- CONTRACTOR shall complete training of COUNTY staff on or about May 31, 2019; and
- CONTRACTOR shall complete all Website Design and Implementation services described above by June 30, 2019.

Annual Subscription – CONTRACTOR shall provide ongoing services such as website maintenance, hosting, and licensing, in order to equip the COUNTY with the technology, expertise, and training to keep the COUNTY'S website relevant and time-effective. Specific services include:

- Ongoing software and security updates;
- Unlimited technical support (6:00 AM - 6:00 PM PT, Monday - Friday);
- Access to training webinars and on-demand video library;
- Access to best practice webinars and resources;
- Annual health check with research-based recommendations for website optimization;
- DDoS mitigation; and
- Disaster recovery with 90-minute failover (RTO) and 15-minute data replication (RPO).

At the conclusion of the contract term, whether by expiration or termination, CONTRACTOR shall assist the COUNTY in transferring the website to a new subscription service, as designated by the COUNTY.

END OF ATTACHMENT A

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ 42,172.00

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

Website Design and Implementation Services - the COUNTY will pay CONTRACTOR an amount not to exceed \$24,000.00, to be billed as follows:

- A. An initial payment equal to 40% of the total cost;
- B. A payment equal to 20% of the total cost upon CONTRACTOR'S delivery of the draft homepage design concept(s);
- C. A payment equal to 20% of the total cost upon implementation of the main website into the VCMS on a CONTRACTOR-hosted development server; and
- D. A payment equal to 20% of the total cost upon completion of website design and implementation services described in Attachment A to this contract; provided, however, that the COUNTY has completed training. If the COUNTY has not completed training, then CONTRACTOR shall invoice COUNTY at the earlier of: (i) completion of training; or (ii) 21 days after completion of website design and implementation services.

Annual Subscription - the COUNTY will pay CONTRACTOR an annual subscription at the following rates:

Year 1:	Included in initial website design and implementation;
Year 2:	\$4,300.00;
Year 3:	\$4,429.00;
Year 4:	\$4,606.16;
Year 5:	\$4,836.47.

END OF ATTACHMENT B

ATTACHMENT C General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of

such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with

respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT D
Specific Terms and Conditions

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

D-1. TERMINATION. Paragraph C-18 of Attachment C to this contract is hereby modified to read as follows:

C-18. TERMINATION:

- (a) **Termination For Cause or Convenience:** Either party may terminate this contract, with or without cause, at any time, except as provided in paragraph C-18(B) below. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. In the event of termination for convenience, the termination notice shall be made as specified in paragraph C-19 of this contract. In the event of termination for cause, the termination notice shall be made as specified in paragraph C-18(B) below. In the event of termination for cause or for convenience, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

- (b) **Termination For Cause During Development Phase:** Notwithstanding any other provision of this contract, the parties shall not terminate this contract for convenience during the Development Phase of this contract; provided, however, the COUNTY may terminate this contract for cause at any time during the Development Phase upon written notice to the CONTRACTOR in the event the CONTRACTOR: (a) fails to make timely progress towards completion of the milestones described in the Website Design and Implementation services described in Attachment A to this contract; (b) materially breaches or materially fails to perform this contract and fails to cure such breach within thirty (30) days after receipt of written notice of such default (Notice of Default); or (c) appoints a receiver, executes an assignment for the benefit of creditors or files or otherwise becomes subject to bankruptcy or insolvency proceedings. The parties agree that the CONTRACTOR'S failure to perform any of the required obligations in Attachment A of the contract shall be deemed, without limitation, a material breach or a material failure under this

paragraph. In the event the CONTRACTOR materially breaches or materially fails to perform any provision of this contract, then the COUNTY may give written Notice of Default to the CONTRACTOR. If the CONTRACTOR should fail to cure such default within thirty (30) days of notice thereof, the COUNTY shall have the right to terminate this contract and the licenses herein by a second written notice (Notice of Termination) to the CONTRACTOR, although the cure period may be extended for such additional period as the COUNTY reasonably determines that the CONTRACTOR is diligently pursuing a cure. If a Notice of Termination is sent to the CONTRACTOR, this contract shall automatically terminate on the effective date of such notice. In the event the Website Design and Implementation services described in Attachment A to this contract are not completed prior to the end of the COUNTY's current fiscal year (June 30, 2019), the COUNTY may terminate this contract, with or without cause, at any time, as otherwise provided in this contract.

- (c) **Termination For Non-Appropriation Of Funds:** Notwithstanding any other provision of this contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any provision of this contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this contract, then this contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

D-2. GENERAL INSURANCE REQUIREMENTS. Paragraph C-2(c) of Attachment C to this contract is hereby modified to read as follows:

- (c) The comprehensive motor vehicle, comprehensive general liability, cyber liability and crime insurance policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.

D-3. INSURANCE COVERAGE REQUIREMENTS. Paragraph C-3 of Attachment C to this contract is hereby modified to add subparagraphs (e) and (f), to read as follows:

- (e) Cyber liability insurance. CONTRACTOR shall carry and maintain cyber liability insurance with a combined single limit of not less than the amount set out in Paragraph 5 of this contract, covering claims involving privacy violations, record holder breach notification costs, privacy breach remediation costs, privacy regulatory actions, fines and penalties, theft of confidential or protected information, damage to or destruction of electronic information, restoration or retrieval of electronic information, intentional and/or unintentional release of private or confidential information, alteration of electronic information, ransomware, extortion and network security. Such insurance must affirmatively state that the coverage it provides is primary and non-contributory to any other valid and collectible insurance.”
- (f) Crime insurance. CONTRACTOR shall carry and maintain crime insurance with a combined single limit of not less than the amount set out in Paragraph 5 of this contract, covering claims involving employee dishonesty, forgery or alteration, theft, disappearance and destruction, and computer fraud.

D-4. HARMONIZATION OF CONTRACT TERMS. Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

END OF ATTACHMENT D.