

ZOOMGRANTS

AGREEMENT BETWEEN

GrantAnalyst.com LLC dba ZoomGrants
44 Cook St., Suite 100
Denver, CO 80206
866-323-5404
www.zoomgrants.com

AND

WEBER COUNTY
Attn: Holin Wilbanks
Economic Development Director
2380 Washington Blvd., Suite 360, Ogden, Utah 84401
801-399-8419
hwilbanks@webercountyutah.gov

Agreement made this ___ day of **June, 2020** between the Weber County, a body politic and political subdivision of the State of Utah having its principal office at 2380 Washington Blvd., Suite 360, Ogden, Utah 84401 (hereinafter referred to as "COUNTY") and GrantAnalyst.com LLC (dba "ZoomGrants"), with its principal place of business at 44 Cook Street Ste. 100, Denver, Colorado 80206 (hereinafter referred to as "ZoomGrants" or "CONSULTANT") and includes the following scope of work ("SOW") including pricing ("Pricing") and services ("Services").

The SOW and Pricing stated within represents a lump sum cost and is based on a one-year subscription agreement ("Subscription" or "Agreement") for ZoomGrants Online Grant Management Services ("Services") for the ZoomGrants Online Grant Management System ("System") and [TOTAL NUMBER OF RFP/PROGRAMS PURCHASED] Requests for Proposals (RFP) or Programs to be promulgated by the County during the term of the Subscription subject to the following:

Scope of Work (SOW) Summary

ZoomGrants will provide its Services as described under the SOW (online application and grant application management technology) to the County beginning _____ ("Effective Date") through **June 30, 2021**, unless an extension of the Initial Term or a renewal term is renegotiated on or prior to expiration. Upon mutual written consent the Agreement can be renewed for three (3) additional one (1) year terms. Total contract term length shall not exceed five (5) years. Annual extensions to the subscription may be given, and additional programs may

ZoomGrants

be purchased at any time at the request of the customer, with no additional activation or subscription fees.

Pricing

| | | | |
|--|------------------------------|--------------------------|---------------------------------|
| ZoomGrants Subscription <i>(paid annually)</i> | Price Per Year \$2,500 | Year(s) 1 | \$2,500 |
| Per-Program Fee | Price per Program \$2,000 | Program(s) per Year 1 | \$2,000 |
| Account Activation <i>(one time only)</i> | | | \$500 |
| *The total price quoted is for the duration of the contract. Appropriate payments will be made annually, and applicable taxes and fees will be added, where required by law. | | | TOTAL* \$5,000 |

Optional Add-Ons (not included in price quoted above):

| | |
|---------------------------------|--|
| On-Site Training | A ZoomGrants (ZG) expert conducts training(s) for users at a location determined by Organization. (\$1,000/day) Training(s) are customized to best fit the needs of Organization and are based on attendees' technological literacy, experience, etc. as well as the goals of the organization. |
| Data Entry | A ZG specialist works directly with Organization to build a new application or enter or adjust an existing one. (\$110/hour) |
| Data Manipulation outside of ZG | A ZG specialist exports data out of the system and manipulates it in external software such as Excel or Word to generate additional report(s) for an administrative user. (\$110/hour) |

*Any additional services listed above will first be provided a quote and agreed upon in writing prior to commencement of work.

Services

Services will include coordination and assistance with the implementation of ZoomGrants technology, ongoing technical support for staff, reviewers and applicants via phone or e-mail, and reasonable operational troubleshooting. Specific Services include access to utilize ZoomGrants online grant application management technology, and include (but are not limited to):

- 24/7/365 access on client website
- Unlimited technical support
- Unlimited applications received
- Unlimited user accounts

ZoomGrants

- Pre-Application/Letter of Intent – Screen and pre-qualify all potential applicants
- Custom Content – Your own application questions, diverse question types, character limits
- Budgets – Simple or complex budgets, including calculated columns and comparisons
- Document Attachments – Receive/upload unlimited number of documents, photos, and other files
- Decision/Scoring Tools – Trial balance, scoring reports, comments, private notes, discussion, etc.
- IRS Verification – Automatic check of applicant nonprofit status via IRS data released monthly
- Custom Reports – Pull data from specific fields to generate ad hoc reports to print, save, or share
- Post-Funding Features – Manage Reporting, Invoices, Payments, and Contracts
- Funding Source Tracking – Track multiple funding sources, from multiple funding years
- Batch Emails, Automatic Email Notifications – Send custom content batch emails, save templates
- Data Export – Create custom reports, export to spreadsheet, .CSV, other printer-friendly formats
- Checklists – Build up to 10 custom task checklists for tracking compliance
- Dashboard – Customized views, Activity Log showing communication data, financial snapshot

A subscription accommodates an **unlimited** number of administrative, reviewer, and applicant accounts. Once opened to receive applications, programs can accept an **unlimited** number of new applications for up to a full 365 days. After that, the program can be used for review or post-decision purposes indefinitely (so long as the subscription is maintained). No additional purchased or installed software or hardware is necessary for the website-hosted system, and technical support is provided to all users free of charge.

If any users have any technical questions, they can search for a quick answer at ZoomGrants University (ZGU) by going to help.zoomgrants.com, or they can contact Technical Support directly, Monday-Friday 8am – 5pm MST at 866.323.5404 ext. 2 or email questions@zoomgrants.com. Any program-related questions received will be deferred to the administrator. Additionally, administrators may also contact the Customer Relationship Manager assigned to their account for specific questions and one-on-one support needed to answer complex questions about the initial set-up of the programs in their account.

In addition to the **ZoomGrants Terms of Use Agreement and Privacy Statement** (found at <https://www.zoomgrants.com/Terms/>), the following terms and conditions shall apply to this Agreement and Subscription:

1. **INSURANCE REQUIREMENTS:** CONSULTANT shall, at its own cost and expense, procure and maintain insurance to cover its work, services, employees, owners, servants and/or agents under the terms of this Agreement. The insurance companies issuing the policy or policies shall have no recourse against the customer (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy which shall include, but may not be limited to, the policies indicated below:

- {X} Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate not less than \$2,000,000 (Two Million) per project;
- {X} Automobile Liability Insurance not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- {X} Excess Umbrella Liability Insurance not less than \$1,000,000 (One Million) for each occurrence over General Liability, Employers' Liability (if not unlimited on the Workers' Compensation policy),

ZoomGrants

- Auto Liability and Professional Liability, if required, and a general aggregate not less than \$1,000,000 (One Million)
- {X} Workers' Compensation and Employers' Liability Insurance in accordance with the statutory requirements of state Workers' Compensation Law.
- {X} Disability Insurance in accordance with the provisions and requirements of the state Disability Law.
- {X} Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella, the limits should equal \$1,000,000 (One Million) plus the required excess limit.
- {X} Cyber Liability insurance covering third party claims arising out of data loss and cost of notification of data loss in the minimum amount of \$2,000,000 per occurrence and \$2,000,000 general aggregate.
- {X} EPLI (Claims Made) - \$10,000 Each/Aggregate

- {X} All other insurance as required by law
- {X} An "X" in the box indicates that the type of insurance specified is required.

When CONSULTANT signs and returns this Agreement, CONSULTANT shall provide COUNTY with a policy endorsement showing the above-required insurance. It is expressly agreed that the COUNTY shall be named as an additional insured on any general liability insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be cancelled or terminated without thirty (30) days prior written notice to COUNTY. Unless and until CONSULTANT obtains such insurance and provides a policy endorsement to COUNTY, this Agreement shall not be effective and no monies shall be paid or given to CONSULTANT.

2. INJURY, PROPERTY DAMAGE: CONSULTANT shall be responsible for all damages and/or injury to life and property due to, or resulting from, the negligent acts of CONSULTANT, its employees, agents and/or employees in connection with this Agreement.

3. INDEMNIFY AND HOLD HARMLESS: CONSULTANT agrees to indemnify and hold harmless COUNTY and its respective officers and employees from and against all claims, actions and suits and the costs of defense thereof, including reasonable attorneys' fees for personal injury to or death of any person or loss or damage to property to the extent arising out of or resulting from the negligent activities or omissions of CONSULTANT to the fullest extent permitted by law. These indemnification provisions are for the protection of COUNTY and its respective officers and employees only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Agreement.

4. RECORD KEEPING AND AUDIT: The CONSULTANT shall maintain records of all its financial transactions, including all expenses and disbursements, and all other documentation and communications which relate to this agreement or the performance of its obligations. Financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or COUNTY record-keeping requirements, and each transaction shall be documented. Any such records shall be made available to COUNTY for inspection or audit upon demand. No compensation or fee for services will be due to CONSULTANT unless or until any financial statements demanded or required by the COUNTY have been provided, or such other documents or information required to be produced by the COUNTY are provided. This term shall survive the cancellation, termination or

ZoomGrants

expiration of this agreement, or the date of the last payment tendered, whichever occurs latest, by six years.

5. **FUNDING/RESERVATION OF RIGHTS:** COUNTY monies provided to CONSULTANT pursuant to this Agreement may be based upon and/or subject to funding statements or actual funds provided to COUNTY from the State or the Federal Government, either directly or by reimbursement; in such case, COUNTY retains the right and discretion to adjust payments of COUNTY funds to CONSULTANT, based on the actual amounts COUNTY receives or is to receive from the State or the Federal Government.

6. **LIABILITY ONLY FOR MONIES BUDGETED:** This Agreement shall be deemed executory to the extent that the monies are appropriated in the current budget of COUNTY for the purposes of this Agreement, and no liability shall be incurred by COUNTY, or any department, beyond the monies budgeted and available for this purpose. The Agreement is not a general obligation of COUNTY. Neither the full faith and credit nor the taxing power of COUNTY is pledged to the payment of any amount due or to become due under this Agreement. It is understood that neither this Agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement. This Agreement shall not be effective unless the monies to be paid hereunder by COUNTY are appropriated in COUNTY'S budget.

7. **NO ASSIGNMENT:** CONSULTANT shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of COUNTY.

8. **CONSENT TO JURISDICTION AND FORM SELECTION:** Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned state and Federal courts shall have in personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in this Agreement. Any final judgement rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgement and may be enforced in other jurisdictions in any manner provided by law.

9. **LAWS OF THE STATE, LABOR LAW AND EXECUTIVE LAW:** This Agreement shall be governed by the Laws of the State, CONSULTANT shall comply with all of the provisions of the Labor Law of the State including, but not limited to, prevailing wage provisions, if required by law, and with state law relating to unlawful discriminatory practices insofar as the provisions are applicable to the work and/or Services to be performed under this Agreement.

10. **LOCAL LAWS AND RESOLUTIONS:** CONSULTANT shall comply with all local laws and resolutions of the COUNTY, including, but not limited to, the filing of Disclosure Statements and Affirmative Action Plans, if required by law or resolution.

11. **APPROVAL OF FEDERAL, STATE AND LOCAL AGENCY:** Notwithstanding any other provisions of this Agreement, COUNTY shall not be liable for any payment or compensation to CONSULTANT unless the Services rendered by CONSULTANT under this Agreement meet the

approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the Services to be rendered under this Agreement and which provides funding in whole or in part for the Services provided under this Agreement.

12. **COMPLY WITH AMERICANS WITH DISABILITIES ACT OF 1990:** CONSULTANT agrees to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA) prohibiting discrimination on the basis of disability with regard to employment policies and procedures, structural and program accessibility, transportation and telecommunications.

13. **TERMINATION/AMENDMENT:** This Agreement may be terminated or amended on at least thirty (30) days written notice by COUNTY or ZoomGrants. The COUNTY may be permanently prohibited from accessing and using the System and Services if the COUNTY is engaged in any:

- (i) fraudulent activity;
- (ii) activity that causes ZoomGrants to violate any federal or state law or Internet regulations; or
- (iii) activity that violates any federal or state law or Internet regulations.

14. **CONFIDENTIALITY:** For the purposes of this article:

- A. The term "Confidential Information" as used herein means all material and information, whether written or oral, received by CONSULTANT from or through COUNTY or any other person connected with COUNTY, or developed, produced, or obtained by CONSULTANT in connection with the performance of Services under this Agreement. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto.
- B. The term "CONSULTANT" as used in paragraphs 16 and 17 includes all officers, directors, employees, agents, subCONSULTANTS, successors, assignees or representatives of CONSULTANT.

CONSULTANT shall keep all Confidential Information in a secure location within CONSULTANT'S offices. The COUNTY shall have the right, with advance notice during reasonable business hours, to enter CONSULTANT'S offices to ensure that Confidential Information is maintained in a secure location. No inspection or failure to inspect by the COUNTY shall relieve CONSULTANT of the responsibility for the performance of its obligations hereunder.

CONSULTANT shall hold Confidential Information in trust and confidence, shall not disclose Confidential Information or any portion thereof to anyone other than COUNTY without the prior written consent of COUNTY and shall not use Confidential Information or any portion thereof for any purpose whatsoever except in connection with the performance of the Services under this Agreement. CONSULTANT shall notify COUNTY immediately upon receipt by CONSULTANT of any request by anyone other than COUNTY for, or any inquiry related to, Confidential Information. CONSULTANT is not prohibited from disclosing portions of Confidential Information if, and to the extent that, (i) such

portions have become generally available to the public other than by an act or omission of CONSULTANT, or (ii) disclosure of such portions is required by subpoena, warrant or Court order; PROVIDED, however, that in the event anyone other than COUNTY requests all or a portion of Confidential Information, CONSULTANT shall oppose such request and cooperate with COUNTY in obtaining a protective order or other appropriate remedy unless and until COUNTY in writing waives compliance with the provisions of paragraphs 16 and 17 or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or COUNTY waives compliance with paragraphs 16 and 17 or determines disclosure is legally required, CONSULTANT shall disclose only such portions of Confidential Information that, in the opinion of COUNTY, CONSULTANT is legally required to disclose, and CONSULTANT shall use its best effort to obtain from the party to whom Confidential Information is disclosed written assurance that confidential treatment will be given to such portions of Confidential Information as are disclosed, to the extent permitted by law.

CONSULTANT shall obtain from each subCONSULTANT of CONSULTANT, and if requested by COUNTY from the directors, employees, agents, successors, assignees or representatives of any such subCONSULTANT, a Confidentiality Agreement running to the benefit of COUNTY, substantively identical to paragraphs 16 and 17, prior to the performance of any of the Services in connection with this Agreement. CONSULTANT'S obligations under paragraphs 16 and 17 shall survive the completion of Services under or the expiration or termination of this Agreement.

15. OWNERSHIP OF CONFIDENTIAL INFORMATION: Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information as defined in the preceding paragraph, including all copies thereof, is the exclusive property of COUNTY regardless of whether it is delivered to COUNTY. CONSULTANT shall deliver Confidential Information and all copies thereof to COUNTY upon request
- B. To the extent that copies of Confidential Information are authorized by COUNTY to be retained by CONSULTANT, they shall be retained in a secure location in CONSULTANT'S office for a period of six (6) years after completion of the Services under or the termination of this Agreement, whichever occurs later, and thereafter disposed of at COUNTY'S direction.

16. COMPLIANCE WITH LAWS: Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that Party and shall obtain any permits or licenses necessary for its operations. Neither Party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other Party.

17. CONFLICTS: Any conflict in terms between this Subscription/Agreement and Posted Provisions shall be controlled by Posted Provisions, unless otherwise agreed to by the Parties in writing.

18. OWNERSHIP OF DATA: Data that is sent and received for the COUNTY purposes via ZoomGrants website is owned by the County (limited to the specific application data, contents, answers, documents and not ownership of ZoomGrants technology) and is available for download at any time and is securely stored by ZoomGrants.

19. **FORCE MAJEURE:** Neither Party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing Party. The affected Party will notify the other Party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) days from the date the other Party receives notice under this paragraph, the non-affected Party will have the right, without any liability to the other Party, to terminate this Agreement.

20. **NOTICES:** All notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the Parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by either Party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.

21. **RELATIONSHIP OF THE PARTIES:** The relationship of the Parties under this Agreement is that of an independent contractor and the company hiring the contractor. In all matters relating to this Agreement each Party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one Party shall not be considered employees or agents of the other Party. Except as otherwise provided herein, no Party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other Party. Nothing in this Agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the Parties or persons referred to herein.

22. **SEVERABILITY:** If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

23. **SURVIVAL:** All provisions that logically ought to survive termination of this Agreement shall survive.

24. **EXECUTION:** This Agreement may be signed in counterparts. Facsimile and electronic signatures are acceptable. Failure to timely provide original signatures will be a ground for termination by COUNTY or ZoomGrants.

25. **ENTIRE AGREEMENT/NO MODIFICATION:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. This Agreement may not be modified except if such modification is in a writing signed by the parties.

26. **WAIVER:** Failure of either Party to insist on strict compliance with any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time.

ZOOMGRANTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

WEBER COUNTY COMMISSION

GRANTANALYST.COM LLC dba
ZOOMGRANTS

By: _____

By: Lauren Silver

Print Name: _____

Print Name: **Lauren Silver**

Title: _____

Title: **Customer Relationship Manager**

Dated: _____

Dated: **6/25/20**

Attest: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2020

PRODUCER
Lighthouse Brokerage LLC
191 University Blvd #342
Denver, CO 80206
info@lighthousebrokerage.com

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

ZoomGrants.com
44 Cook Street, Suite 100
Denver, CO 80206

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: Hartford - Sentinel Insurance Company, Limited | 11000 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|--|---------------|----------------------------------|-----------------------------------|--|
| A Y | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | 34 SBM PP6685 | 02/26/2020 | 02/26/2021 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Deductible \$ \$0 |
| A Y | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Deductible \$500 | 34 UEC ZG004 | 05/04/2020 | 05/04/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | |
| A Y | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000 | 34 SBM PP6685 | 02/26/2020 | 02/26/2021 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | OTHER Cyber Liability/Technology E&O EPLI (Claims Made) | 34 SBM PP6685 | 02/26/2020 | 02/26/2021 | \$5,000 Ded - Retro Date 02/26/2014 \$2,000,000 Each/ \$2,000,000 Aggregate \$10,000 Each/Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder is listed as Additional Insured.

CERTIFICATE HOLDER

WEBER COUNTY
2380 Washington Blvd., Suite 360
Ogden, Utah 84401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David Tracy

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.