

PROFESSIONAL CONSULTANT SERVICES AGREEMENT (TECHNOLOGY SERVICES)

AESI-US, INC.

Cyber Security Professional Consulting Services

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2020 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and AESI-US, INC., a Georgia corporation authorized to do business in California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Cyber Security Professional Consulting Services ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until three years from the Effective Date, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Seventy Thousand Nine Hundred Sixty Dollars (\$270,960), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Utilities Department
City of Riverside
Attn: Daniel Garcia
3750 University Avenue, 5th Floor
Riverside, CA 92501

To Consultant

AESI-US, Inc.
Attn: Mark McKinney
1990 Lakeside Pkwy., #250
Tucker, GA 30084

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and

penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

12.6 Technology Professional Liability. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate, to protect the City from claims resulting from the Consultant's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

12.7. Cyber Liability Insurance. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

13. Business Tax. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. Time of Essence. Time is of the essence for each and every provision of this Agreement.

15. City's Right to Employ Other Consultants. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. Accounting Records. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this

Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

AESI-US, INC., a Georgia corporation
authorized to do business in California

By: _____
City Manager

By:  _____

Joel Charlebois

Attest: _____
City Clerk

Vice President, Regulatory Services

Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

By:  _____

Joseph Raso

Approved as to Form:

By:  _____
Assistant City Attorney

Secretary

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A

Scope of Services

Cyber Program Assessment

1. Review the network architecture, security controls, policies, facilities and organization to identify gaps and mitigation solutions for Critical Infrastructure Protection of each identified OT system. Provide documentation of the assessment for each system in alignment with the NIST Cyber Security Framework/NERC CIP Reliability Standards including:

- a) OT System Identification and Categorization
- b) Security Management Controls
- c) Personnel and Training
- d) Electronic Security Perimeter
- e) Physical Security of OT Systems and Facilities
- f) System Security Management
- g) Incident Reporting and Response Training
- h) Recovery Planning for OT Systems
- i) Configuration Change Management and Vulnerability Assessments
- j) Information Protection
- k) Supply Chain Risk Management

Mitigation Plans should identify recommended improvements, budgetary cost estimate, proposed schedule and priority for implementation to minimize exposure and impact.

- 2. Continuous monitoring and scanning program development or review
 - a) External
 - b) Internal
 - c) Authenticated/Unauthenticated
- 3. Patching and vulnerability program development or review
- 4. Change management review
- 5. Review of external entities and service providers
 - a) Review of inherited risk based on vendor and service agreements
 - b) Supply Chain / interdiction review and advisement

Cyber Posture Assessments

- 1. Evaluation of organization ability to protect information and systems
- 2. Personally identifiable information (PII) data protection assessment
- 3. Open Source Intelligence (OSINT) review of an organization
 - a) Reconnaissance

- b) Existing data exfiltration issues
 - c) Identification of existing OSINT attack risks and vectors
 - d) Sanitization and sterilization of existing OSINT
 - e) Cyber posture portfolio creation
 - f) Social media presence and risk acceptance
- 4. Complete exposure and risk profile with mitigation recommendations
- 5. Real-world attack simulation and assessment
- 6. Cyber components of physical system assessment
 - a) RFID readers
 - b) Door locks
 - c) Barriers
 - d) Physical Access Systems (PACs)
- 7. Personnel Security Assessment

Vulnerability Assessment Services

- 1. System scanning
 - a) IT, OT, SCADA, PACs, proprietary
 - b) Scan result analysis assistance
 - c) Manual scanning services
 - i. Production environment considerations
 - ii. Automated scanning enhancement
- 2. Verification of system and network interconnections and/or isolation
- 3. Risk analysis of critical systems via vulnerability identification
- 4. Code review
- 5. Identification and classification of vulnerabilities across organizational infrastructure
- 6. Vulnerability remediation advisement
 - a) Critical systems considerations
 - b) Risk acceptance analysis

Penetration Testing Services

- 1. Full scope penetration tests
- 2. Cyber asset enumeration
- 3. Exploitation validation tests

4. Web-presence penetration tests
5. External network penetration tests
6. Insider threat penetration tests
7. Phishing and spear Phishing attack campaigns
8. Wireless penetration tests
9. Unannounced penetration tests
10. Announced penetration tests
11. SCADA systems penetration testing
12. Advanced Persistence Threat tests (APTs)
13. Intrusion Detection System (IDS) and firewall penetration testing services
14. Exfiltration awareness tests
15. NOC/SOC testing and advisement engagements
16. Physical penetration tests
17. Social Engineering penetration tests

Remediation Services

1. System baseline establishment and verification
2. Patching and upgrading planning and implementation
3. Risk mitigation strategies for legacy systems
4. Programmatic policy and procedure creation and/or analysis
5. Post incident response remediation analysis
6. NOC/SOC management service
7. Third party vendor risk mitigation services
8. Legacy system attrition plan development

9. Backup and recovery testing and validation

Incident Response Services

1. Provide range of services to identify emerging cyber and physical threats to OT Systems, preventive measures, incident detection, containment, and recovery. Services may be provided directly, or through mutual assistance, contract services, or governmental assistance. Incident reporting requirements and response time frames should be clearly identified.

- a) Cyber event identification
- b) Active cyber event containment
- c) Cyber event investigations
- d) Forensic analysis post cyber event
- e) Post cyber event actions
- f) Tabletop IR activities
- g) Active cyber event mitigation
- h) OSINT control and containment of cyber events

In-Person Training Services

1. Conduct regular on-site or webinar meeting with the RPU Cyber Information Security Team, including OT System Administrators, technical staff, system operators and compliance manager. Discuss emerging issues, recommended mitigation/prevention, evaluate incidents, address changes related to NERC CIP/NIST guidance. Provide an agenda and minutes to document action items.

- a) Onsite training courses
- b) Development of organization specific training courses (as requested)
- c) Tool specific training courses
- d) Subject matter expert training courses
- e) Hands on training for employees in their own environments
- f) Knowledge assessment testing for critical personnel
- g) Software specific training courses
- h) Secure coding training
- i) Basic security training for non-technical employees (not already provided by City IT)
 - i. Social media security risks and considerations
 - ii. Security best practices
 - iii. Social engineering defensive training

One-On-One Mentoring Services

1. Direct, one-on-one training
2. Tailored training for critical personnel
3. Subject matter expert training
4. Full-scope training for administrators

5. Co-development services

Laboratory Training Services

1. Laboratory training in environments that mirror customer systems
2. Full complement of technical training environments
 - a) Networks
 - b) SCADA
 - c) IT
 - d) OT
 - e) IOT
 - f) PACs
 - g) PLCs
 - h) HMIs
 - i) SEIM
3. Physical installation training
4. Full OSI model training
5. Real-time exercise training
6. Blue team training
7. Red team training

Budget Scope

1. Review the scope of proposed Capital Improvement Plan Budget projects to verify that all OT System Assessment mitigation items are included and properly specified. Recommend revisions, if needed to implement identified OT System mitigation capital projects.
2. Review the scope of proposed Operating Budget projects to verify that all OT System Assessment mitigation items are included and properly specified. Recommend revisions, if needed to implement identified OT System mitigation projects. Operating budgets typically include personnel, software licenses and updates, equipment maintenance, training and other expenses related to OT Systems.

Exercise Services

1. Provide tabletop exercises in conjunction with training to test effectiveness of training and processes/procedures developed during the Architecture Assessment phase. Conduct after action reviews to identify strengths, weaknesses, opportunities and threats revealed by the

tabletop exercise. Identify process/procedure/training revisions necessary to address deficiencies.

2. Provide functional or full scale exercises (six months after tabletop exercise) to test effectiveness of training and processes/procedures developed during the Architecture Assessment phase. Conduct after action reviews to identify strengths, weaknesses, opportunities and threats revealed by the functional or full scale exercise. Identify process/procedure/training revisions necessary to address deficiencies.

EXHIBIT "B"

COMPENSATION

The pricing for each identified task is an estimate only and is representative of AESI-US, INC.'s past projects. Specific pricing will be developed for the City for each task on a case-by-case basis.

Exhibit C - AESI-US, Inc. Rate Sheet for City of Riverside Public Utilities Department, RFP No. 1966			Updated: December 20, 2019							
Item #	Item Description	Units of Measure (Representative AESI Project Scope)	AESI Resource Classification	Hourly Rate	Estimated Hours *	Total Dollars *	Year 1 *	Year 2 *	Year 3 *	Notes / Logic
1	Cyber Program Assessment	IT / OT Cyber Program Assessment with Report, Gap Analysis to NIST CSF, Recommended Mitigation Plan, Roadmap and Presentation	Principal Consultant							
			Director / Specialist Consultant	\$350	40	\$11,200				
			Sr. Consultant II	\$260	40	\$6,320				
			Sr. Consultant II	\$240	40	\$7,680				
		Item Subtotal			120	\$25,200	\$27,200	\$0	\$0	This shows reduction from the standalone estimate when combined with Cyber Posture Assessment, which is what we recommend. Tools will be provided to RPU so that they can manage their own cyber program after Year 1.
2	Cyber Posture Assessment	Risk Assessment, Determination of Attack Surface and Attack Vectors, Risk Profile, Physical Assessment, Risk Tolerance, Security Controls Assessment, Report and Presentation	Principal Consultant							
			Director / Specialist Consultant	\$350	40	\$11,200				
			Sr. Consultant II	\$260	40	\$6,320				
			Sr. Consultant II	\$240	30	\$5,760				
		Item Subtotal			110	\$23,280	\$25,280	\$0	\$0	This shows reduction from the standalone estimate when combined with Cyber Program Assessment, which is what we recommend. Tools will be provided to RPU so that they can manage their own risk program after Year 1.
3	Vulnerability Assessment Services	Network and Application Review for one target system (suggest SCADA in Year 1), IT and OT System Scans, Identification and Classification of Vulnerabilities, Recommended Mitigation Plan, Report and Presentation	Director / Specialist Consultant	\$160	20	\$5,200				
			Sr. Consultant II	\$240	40	\$9,600				
			Sr. Consultant	\$220	50	\$11,000				
		Item Subtotal			110	\$25,800	\$25,800	\$0	\$0	Best practices recommend vulnerability assessments every year to two years. Suggest SCADA in Year 1 for vulnerability assessment as this is a very critical OT system. Reevaluate for Year 3.
4	Penetration Testing Services	Penetration testing of one target System (suggest AMI in Year 2), Recommended Mitigation Plan, Report and Presentation	Director / Specialist Consultant	\$260	20	\$5,200				
			Sr. Consultant II	\$240	40	\$9,600				
			Sr. Consultant	\$220	50	\$11,000				
		Item Subtotal			110	\$25,800	\$0	\$25,800	\$0	Pen tests are done on critical systems commensurate with risk. Suggest AMI in Year 2 for pen test.
5	Remediation Services	60 Hour retainer pricing for off-site network equipment (re)configuration (e.g., firewalls, routers, switches), OS/application setting (re) configuration, mitigation plan development. Onsite optional.	Sr. Executive Consultant	\$200	4	\$1,200				
			Executive Consultant	\$280	8	\$2,240				
			Sr. Consultant	\$220	12	\$2,640				
			Consultant	\$185	36	\$6,660				
		Item Subtotal			60	\$12,740	\$0	\$12,740	\$12,740	Schedule after SCADA Vulnerability Assessment and network reviews are completed. Year 3 can address AMI penetration test remediation.
6	Incident Response Services	Pricing to develop Incident Response Plan with preventative measures and optional on-call support	Director / Specialist Consultant	\$260	84	\$21,840				
		Consult, Develop Incident Response Plan								

EXHIBIT "C"
KEY PERSONNEL



Project Organizational Chart

