

ORIGINAL

Liebert Security, LLC

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4561

THIS FIRST AMENDMENT to that Agreement for Services #4561 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Liebert Security, LLC, a Limited Liability Company duly qualified to conduct business in the State of California, whose principal place of business is 5317 Sedona Court, Carmichael, California 95608 (hereinafter referred to as "Consultant")

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Information Technologies Department in security risk evaluation and Information Security Officer support pursuant to Agreement for Services #4561, dated February 5, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the scope of work to include network environment susceptibility reporting, adding **Exhibit A-1, Consulting Services** and amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$30,000 for a total not-to-exceed amount of \$92,500, amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. Exhibit A, Scope of Work, is amended to include Exhibit A-1, marked "Consulting Services," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.
- II. **ARTICLE I, Scope of Services**, paragraph 1 of the Article is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, equipment, and services necessary to assist County with security risk evaluation, Information Security Officer support services, and consultation services including network environment evaluation susceptibility reporting. Services shall include, but not be limited to, Achilles High Risk Review (AHR2) and CISO Live Silver Level (CISO Live) as identified in Exhibit A, marked "Scope of Work," and Exhibit A-1,

marked "Consulting Services," both exhibits incorporated herein and made by reference a part hereof.

III. ARTICLE III, Compensation for Services, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears, as applicable. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

Following the full execution of this Agreement, Consultant shall submit one (1) invoice to County for a lump sum payment of \$13,000 for a one (1) year subscription to CISO Live. Additionally, following delivery of finalized written report, Consultant shall submit one (1) invoice for a lump sum payment of \$49,500 for the AHR2 work, inclusive of final report and strategy.

Following completion of services identified in Exhibit A-1 and delivery of finalized written Top Attack Susceptibility Report (TASR), Consultant shall submit one (1) invoice for a lump sum payment of \$30,000 for the consulting services work, inclusive of final reports.

The total amount of this Agreement, as amended, shall not exceed \$92,500.00, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Information Technologies Department
360 Fair Lane
Placerville, California 95667
Attn.: Tonya Digiorno
Director, Information Technologies

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #4561 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4561 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 8-4-2020

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 

Dated: 8-4-2020

--LIEBERT SECURITY, LLC--

By: 
Peter Paul Liebert V
Chief Executive Officer
"Consultant"

Dated: 10 July 2020

Liebert Security, LLC

Exhibit A-1

Consulting Services

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein. Services shall include the following:

Consultant shall participate in a one (1) hour meeting to discuss County network environment with the aim of determining recommended deployment of simulator sensors. County shall provide endpoints for sensors to be deployed (such as a virtual machine utilizing a known gold image from County, a generic desktop or laptop user machine, or a server within the County network environment).

Consultant shall provide up to eight (8) simulator sensors (simulator platform provided by SAFEBREACH). These sensors will be provided to County to deploy within its network environment. It is recommended that these sensors are deployed on seven (7) separate unique and dedicated assets (one [1] simulator is dedicated as external attacker node). County will determine final location of sensors and be responsible for physical and virtual deployment within their own environment. Consultant shall have simulator security engineers available when possible virtually for questions or concerns. Sensors will be available for use during the Liebert Security engagement only.

Consultant shall conduct the running of multiple malicious cyberattacks against simulator sensors for a period of up to twenty-four (24) hours.

Consultant shall provide a finalized written report with the following elements:

- Top Attack Susceptibility Report (TASR) for County network environment to include risk scores for the top attacks derived from TASR data. The TASR report will be informed by the simulators within County environment. County recognizes elements of its network that is not visible to the simulators will not be assessed.

Deliverables:

One (1) finalized written TASR