

**Foresite MSP, Inc.**  
**Cyber Security Monitoring and Risk Assessment**  
**AGREEMENT FOR SERVICES #6418**

**THIS AGREEMENT**, 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 Foresite MSP, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 1 Hartfield Boulevard, Suite 300, East Windsor, Connecticut 06088 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Information Technologies Department with cyber security monitoring and risk assessment;

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I**

**Scope of Work:** Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in

Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under Exhibit A shall be as specified therein and shall be submitted in accordance with the timeframes and formats specified in Exhibit A.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with services specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services performed pursuant to this Agreement are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County.

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties and shall cover the period of March 16, 2022 through March 15, 2023. County reserves the right to extend this Agreement for one (1) additional one (1) year term after the initial expiration date. Such option shall be on the same pricing, terms, and conditions as provided herein unless otherwise amended by both parties in accordance with ARTICLE VI, Changes to Agreement. County shall notify Consultant in writing approximately ninety (90) days prior to the expiration of the initial term, should County elect to exercise said option.

## 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. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with the following:

<b>Date</b>	<b>SKU</b>	<b>Description</b>	<b>License</b>	<b>Pricing</b>
March 16, 2022- March 15, 2023	CL-SOC-2-2021	24x7 Security Operation Centers (SOC) Services	Annual	\$50,000.00
March 16, 2023- March 15, 2024	CL-SOC-2-2021	Guaranteed Renewal Price	Annual	\$50,000.00*
March 16, 2022- June 30, 2022	MDR003	Tier 3 (Incident Response)	Fixed Fee	\$16,500.00
March 16, 2022- March 15, 2023	FRM004	Tier 4 (FIRM) (High Risk Assessment)	Fixed Fee	\$30,000.00

\*Only applicable if County exercises second year term option.

The total amount of this Agreement shall not exceed \$96,500, inclusive of all costs, taxes, and expenses. If County exercises its option to extend the term for one (1) additional year, an amendment will be processed to increase the not-to-exceed amount of the Agreement.

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 physically mailed or electronically transmitted to County at the following addresses:

County of El Dorado  
Information Technologies Department  
360 Fair Lane  
Placerville, California 95667  
Attn.: Tonya Digiorno  
Director  
[Tonya.digiorno@edcgov.us](mailto:Tonya.digiorno@edcgov.us)

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 request a refund of remaining payment by prorated monthly cost, 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.

#### ARTICLE IV

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

#### ARTICLE V

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, specifications, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

Consultant shall use best practices to securely store and transmit data using latest standards for encryption and authentication. Consultant offers, for additional cost, long term data storage and backup for compliance. For its base service offering Consultant shall securely store data for at least one hundred eighty (180) days and institute an age off scenario consistent with the Consultant's policy requirement for retention.

#### ARTICLE VI

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### ARTICLE VII

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### ARTICLE VIII

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any

time, any said confidential information, other than to County's Information Technologies Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE IX**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE X**

**Independent Contractor:** The parties intend that an independent consultant relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

#### **ARTICLE XI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XII**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XIII**

##### **Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  4. A violation of ARTICLE XX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

**ARTICLE XIV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado  
 Information Technologies Department  
 360 Fair Lane  
 Placerville, California 95667

County of El Dorado  
 Chief Administrative Office  
 330 Fair Lane  
 Placerville, California 95667

Attn.: Tonya Digiorno  
 Director

Attn.: Michele Weimer  
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Foresite MSP, Inc.  
 1 Hartfield Boulevard, Suite 300  
 East Windsor, Connecticut 06088

Attn.: Matt Gyde, President

or to such other location as Consultant directs.

**ARTICLE XV**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIV, Notice to Parties.

Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVI**

**Indemnity:** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from or arise out of any negligent act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement. The defense and indemnification obligations of the indemnifying party under this section are subject to (i) the indemnifying party being given prompt written notice of the claim; (ii) the indemnifying party being given immediate and complete control over the defense and/or settlement of the claim (however, no compromise or settlement of any claim imposing financial liability upon the indemnified party may be effected without the prior written consent of indemnified party); and (iii) the indemnified party providing cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of or response to such claim; except if there is any conflict of interest between the parties or the indemnifying party has failed to defend such claims, in such event the indemnified party shall have the right to appoint their own legal counsel, at the indemnifying party's expense.

#### **ARTICLE XVII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.

- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XVIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XIX**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **ARTICLE XX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

## **ARTICLE XXI**

### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission

implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

## **ARTICLE XXII**

**Nonresident Withholding:** If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

## **ARTICLE XXIII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

## **ARTICLE XXIV**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

## **ARTICLE XXV**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or

maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVI**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXVII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Tonya Digiorno, Director, Information Technologies Department, or successor.

#### **ARTICLE XXVIII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **ARTICLE XXIX**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXX**

**Partial Invalidity:** If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXXI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE XXXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XXXIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Roni Parlin*

Dated: 3/15/22

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: *Kyna Schaffg*  
Deputy Clerk

Dated: 3/15/22

--FORESITE MSP, INC.--

By: *Matt Gyde*  
MattGyde (Mar 2, 2022 19:12 PST)  
Matt Gyde  
Chief Executive Officer  
"Consultant"

Dated: 03/02/2022

By: *John Lavelle*  
John Lavelle (Mar 4, 2022 17:38 EST)  
John Lavelle  
Corporate Secretary

Dated: 03/04/2022

# Foresite MSP, Inc.

## Exhibit A

### Scope of Work

#### **Scope**

Consultant shall provide advanced security operations, through its Security Monitoring and Support Services (SMSS). Services shall include the following:

#### **24x7 Security Operation Centers (SOC) Services**

- **Log Management**

Consultant shall work closely with County's Information Security team for log ingest and management. Consultant's team shall be responsible for assessing current log and security data resources to identify potential gaps in data feeds to ensure maximized visibility of County's infrastructure and threats.

Consultant shall run ingested logs through a normalization process in order to best apply machine learning and alerting capabilities, contextualization and correlations for continuous refinement and improvement of log management and ingest, and allow for log optimization and identification of areas where operational and technology costs can be reduced for business efficiencies.

Consultant shall provide log retention capabilities for up to one hundred eighty (180) days with log export capabilities.

- **Log and Security Data Monitoring**

Consultant shall monitor for the detection of security events based on alerts from the aggregated logs and security data provided by County via the Consultant's Platform. Consultant's monitoring team (Tier 1-2) is assisted by the Consultant platform technology which prioritizes alerts based on contextual information to help address false positives and enrich alerts with additional information that improves operational efficiencies and alert understanding.

Consultant shall provide threat hunting support by utilizing behavioral and machine learning analytics that extracts anomalous behaviors from its customer logs. Consultant's team also applies targeted intelligence that is stored within its knowledge base to correlate and integrate sector-specific threat intelligence across customers in similar communities.

**Tier 3 (Incident Response) and Tier 4 (FIRM) (High Risk Assessment)**

- Response and Support

An experienced team (Tier 3-4) shall manage incident alerting and investigations, and shall proactively manage escalations, conduct an in-depth analysis of available data to identify the root cause of an incident, and provide expert advice on how to remediate. Consultant shall provide on-call support for escalated incident investigations to ensure County's Information Security Team has all of the necessary technical expertise to help mitigate current incidents and improve future state of security response and monitoring.

Consultant shall provide secondary support in event of a County IT incident through the following:

- Providing summaries of findings (event report) to County's Incident Response (IR) Team
- Logging reviews for further find evidence of breach or incident within the organization
- Continued system monitoring for further indications of breach or network persistence
- Participating in calls, meetings, email chains, as requested
- Providing input for after action
- **Schedule:** On-going security monitoring and support shall begin upon March 16, 2022, and shall continue through the term of the Agreement, and in accordance with Consultant's Service Level Agreement (SLA) structure:

<b>Severity</b>	<b>Description</b>	<b>Initial Notification</b>	<b>Final Report</b>
Critical	Crisis Management: Confirmed data breach or impact to financials, loss of data, reputation or employees	Less than thirty (30) minutes	Less than two (2) hours
High	Likely to result in a significant impact on corporate financials, loss of data, reputation, or employees	Less than forty-five (45) minutes	Less than two (2) hours
Medium	Likely to result in a demonstrable impact on corporate financials, loss of data, reputation, or employees	Less than one (1) hour	Less than four (4) hours
Low	May impact corporate financials, loss of data, reputation, or employees	Daily	N/A

<b>Response Actions</b>	<b>Severity Level</b>
<ol style="list-style-type: none"> <li>1. Initiate the Crisis Management workflow</li> <li>2. Then as per Severity 1 actions</li> </ol>	<p>Critical (Sev 0)</p>
<ol style="list-style-type: none"> <li>1. Log and track the incident under the relevant ticketing / reporting system</li> <li>2. Escalate the case to County point of contact (POC) via phone</li> <li>3. Inform the Security Operations Center (SOC) team leader / Manager</li> <li>4. Provide initial written notification</li> <li>5. Conduct extended log and security data analysis to gather</li> <li>6. Confirm true/false positive.</li> <li>7. Complete final report with recommendations and appropriate mitigation actions</li> <li>8. Follow up with County POC in real time</li> <li>9. Follow up with SOC management on an hourly basis until fully mitigated</li> <li>10. Monitor the County security visibility tools for other similar symptoms that might be relevant (pieces of a wide-spread attack)</li> </ol>	<p>High (Sev 1)</p>
<ol style="list-style-type: none"> <li>1. Inform the SOC team leader / Manager</li> <li>2. Inform the County POC via email with initial written notification</li> <li>3. Track the case on relevant ticketing / reporting system</li> <li>4. Continue monitoring the event</li> <li>5. Conduct extended log and security data analysis to gather</li> <li>6. Confirm true/false positive.</li> <li>7. Complete final report with recommendations and appropriate mitigation actions.</li> <li>8. Follow up on the case daily until fully mitigated</li> </ol>	<p>Medium (Sev 2)</p>
<ol style="list-style-type: none"> <li>1. Track the case on the relevant ticketing/reporting system</li> <li>2. Provide initial written notification and recommendations to County</li> <li>3. Continue monitoring the event</li> <li>4. Provide final report if required based on event</li> <li>5. Follow up on the case every two (2) days until mitigated</li> <li>6. Verify entry to weekly report status</li> </ol>	<p>Low (Sev 3)</p>

<ol style="list-style-type: none"> <li>1. Track the case on relevant ticketing / reporting system</li> <li>2. Provide initial written notification and recommendations to County.</li> <li>3. Continue monitoring the event</li> <li>4. Follow up on the case every four (4) days until fully mitigated</li> <li>5. Verify entry to weekly report status</li> </ol>	<p>No Impact (Sev 4)</p>
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**Deliverables:** Event/Incident and monitoring reporting shall be in accordance with the following:

<b>Deliverable</b>	<b>Frequency</b>	<b>Method/Type of Delivery</b>
<b>Situational Awareness Report:</b> Provide high level executive dashboard with key performance indicators (KPIs) and Metrics associated with daily security operations.	Monthly	PDF format by email
<b>Log Optimization Report:</b> Identify log gaps and data ingest improvements needed for improved security operations.	Quarterly	PDF format by email
<b>Initial Notification of Incident:</b> provide relevant details for initial notification of incident. Details may include: <ul style="list-style-type: none"> <li>o Time of Incident</li> <li>o County System Impacted (Internet Protocol [IP] address, computer name, username, etc.)</li> <li>o Attacker / Malicious Information (if available)</li> <li>o Summary of Activity</li> <li>o Any Recommendations (if applicable)</li> </ul>	Per SLA	PDF format by email
<b>Completed Incident Report:</b> provide a detailed report of incident findings to include initial notification information and the following: <ul style="list-style-type: none"> <li>o Additional Affected Systems</li> <li>o Observed Tools, Techniques and Procedures</li> <li>o Indicators of Compromise</li> <li>o Root Cause Analysis (when applicable)</li> <li>o Mitigation and Remediations</li> </ul>	Per SLA	PDF format by email

## **Out of Scope/Assumptions**

The scope of work is limited for the purpose of pricing and operational capabilities:

1. **Co-Managed Security Information and Event Management (SIEM)**: Consultant shall provide application programming interface (API)/ uniform resource locator (URL) integrations for current SIEM and logs; however, managing County's current SIEM (assuming one exists) is not within the scope of this Scope of Work.
2. **Security Systems Management**: Consultant is not responsible for configuration of County's security components such as firewalls, Intrusion Prevention System (IPS), and other security systems. However, Consultant can provide necessary advice and recommendation on optimizations and improvements for better security and cost efficiencies.
3. **Incident Response**: While Consultant is not an Incident Response (IR) company, Consultant shall provide support to any IR investigations as listed in the "Response and Support" section above.
4. **Data Acquisition**: While Consultant shall work with County to identify data sources it will be County's responsibility to make the required data accessible for Consultant's data engineers to ingest into Consultant's environment.