

AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made and entered into this 14th day of December, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "**COUNTY**", and GlassRatner Advisory & Capital Group, LLC B. Riley Advisory Services, a limited liability company organized and existing under the laws of the State of Delaware, whose address is 555 W 5th St Suite 3725, Los Angeles, CA 90013, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the COUNTY has identified the need to obtain the services of CONTRACTOR to perform a comprehensive cybersecurity needs assessment and develop a County-wide cyber preparedness plan, as recommended based on the findings of the advisory and investigative services provided by CONTRACTOR in a previous engagement; and

WHEREAS, CONTRACTOR is well-known in its field for providing cybersecurity consultant services to keep County data and systems as secure as possible from cyber incidents that can impact County data, operations, and government functions; and

WHEREAS, CONTRACTOR has extensive experience in working with government entities, not only at the State and Federal level, but at the local government level as well. In regard to cybersecurity compliance and risk management, CONTRACTOR provides experts that are experienced in business continuity planning, IT disaster recovery planning, cyber preparedness, and protection from cyber threats.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

A. OBLIGATIONS OF CONTRACTOR

A. CONTRACTOR agrees to provide the COUNTY with the services as set forth in Schedule A, which is attached hereto and made part of this Agreement (the "**Services**").

1 B. CONTRACTOR agrees and undertakes to perform the Services in a timely
2 fashion with the skill, competence, and diligence commensurate with the standards of the industrial
3 hygiene, health, and safety compliance industry, if and as applicable.

4 B. TERM

5 The term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2022
6 through and including December 31, 2022. This Agreement may be extended for two (2) additional
7 consecutive twelve (12) month periods upon written approval of both parties, which shall be mutually
8 exchanged by no later than thirty (30) days prior to the first (1st) day of the next twelve (12) month extension
9 period. The Director of Human Resources or his or her designee is authorized to execute such written
10 approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

11 C. TERMINATION

12 A. Non-Allocation of Funds - The terms of this Agreement, and the Services to be
13 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
14 Should sufficient funds not be allocated, the Services provided may be modified, or this Agreement
15 terminated, at any time by giving CONTRACTOR thirty (30) days' advance written notice; provided,
16 however, that notwithstanding such termination, CONTRACTOR will be entitled to prompt payment of
17 any fees and expenses due under this Agreement for time spent and work completed prior to the date of
18 termination.

19 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
20 Agreement in whole or in part, where in the determination of the COUNTY, there is:

- 21 1) An illegal or improper use of funds by CONTRACTOR.;
- 22 2) A failure to comply with any material term of this Agreement;
- 23 3) A substantially and materially incorrect or incomplete report submitted to the
24 COUNTY; or
- 25 4) Improperly performed service.

26 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any
27 breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall
28 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or

1 default. Notwithstanding such termination, CONTRACTOR will be entitled to prompt payment of any fees
2 and expenses due under this Agreement for time spent and work completed prior to the date of
3 termination and with regard to which no dispute exists.

4
5 C. Without Cause - Under circumstances other than those set forth above, this
6 Agreement may be terminated by either party upon the giving of thirty (30) days' advance written notice of
7 an intention to terminate to the other party. Notwithstanding such termination, CONTRACTOR will be
8 entitled to prompt payment of any fees and expenses due under this Agreement for time spent and work
9 completed prior to the date of termination and with regard to which no dispute exists.

10 D. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
11 CONTRACTOR agrees to receive compensation for the Services rendered (as set forth in Schedule A).
12 CONTRACTOR shall submit monthly invoices to the County of Fresno Department of Human Resources-
13 ATTN: Risk Management. Invoices shall include a report on completed work for the prior month/invoice
14 period and total hours/costs. COUNTY shall pay all undisputed amounts invoiced within forty-five (45) days
15 of receipt of an invoice.

16 In no event shall compensation paid for services performed under this Agreement be in excess of
17 Three Hundred Five Thousand and NO/Dollars (\$305,000.00) during the term of this Agreement. It is
18 understood that all expenses incidental to CONTRACTOR'S performance of Services under this
19 Agreement shall be borne by CONTRACTOR.

20 E. INDEPENDENT CONTRACTOR: In CONTRACTOR's performance of the Services under
21 this Agreement, it is mutually understood and agreed that the parties intend that an independent contractor
22 relationship will be created by this Agreement. As such, it is mutually understood and agreed that
23 CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times
24 be acting and performing as an independent contractor, and shall act in an independent capacity and not as
25 an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore,
26 COUNTY shall have no right to control or supervise or direct the manner or method by which
27 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
28 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the

1 terms and conditions thereof.

2 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
3 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

4 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
5 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
6 and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In
7 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
8 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
9 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
10 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

11 F. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
12 written consent of all the parties without, in any way, affecting the remainder.

13 G. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
14 nor their rights or duties under this Agreement without the prior written consent of the other party.

15 H. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
16 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
17 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
18 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
19 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
20 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
21 or corporation who may be injured or damaged by the performance, or failure to perform, of
22 CONTRACTOR, its officers, agents, or employees under this Agreement.

23 I. INSURANCE

24 CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
25 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
26 Joint Powers Agreement (JPA) throughout the term of the Agreement:

27 A. Commercial General Liability

28 Commercial General Liability Insurance with limits of not less than Two Million Dollars

1 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). An
2 Umbrella/Excess Liability policy can be used to comprise the required limits. This policy shall be issued on
3 a per occurrence basis. COUNTY may require specific coverages including completed operations,
4 products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability
5 insurance deemed necessary because of the nature of this contract.

6 B. Automobile Liability

7 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
8 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
9 used in connection with this Agreement.

10 C. Professional Liability

11 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
12 providing services, CONTRACTOR will provide COUNTY with evidence of Professional Liability Insurance
13 with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars
14 (\$3,000,000.00) annual aggregate. CONTRACTOR agrees that it shall maintain, at its sole expense, in
15 full force and effect for a period of three (3) years following the termination of this Agreement, one or
16 more policies of professional liability insurance with limits of coverage as specified herein.

17 D. Worker's Compensation

18 A policy of Worker's Compensation insurance as may be required by the California Labor
19 Code. Contractor shall provide evidence of statutory Workers' Compensation coverage and Employer's
20 Liability with limits of \$1,000,000.

21 E. Cyber liability

22 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,
23 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as
24 is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims
25 involving infringement of intellectual property, including but not limited to infringement of copyright,
26 trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of
27 electronic information, release of private information, alteration of electronic information, extortion and
28 network security. The policy shall provide coverage for breach response costs as well as regulatory

1 fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these
2 obligations.

3 Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breaches,
4 which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) breach of any of
5 the Contractor's obligations under Section # of this Agreement; (iii) infringement of intellectual property,
6 including but not limited to infringement of copyright, trademark, and trade dress; (iv) invasion of privacy,
7 including release of private information; (v) information theft; (vi) damage to or destruction or alteration of
8 electronic information; (vii) extortion related to the Contractor's obligations under this Agreement regarding
9 electronic information, including Personal Information; (viii) network security; (ix) data breach response
10 costs, including Security Breach response costs; (x) regulatory fines and penalties related to the
11 Contractor's obligations under this Agreement regarding electronic information, including Personal
12 Information; and (xi) credit monitoring expenses.

13 Additional Requirements Relating to Insurance

14 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
15 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
16 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
17 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
18 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
19 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
20 a minimum of thirty (30) days advance written notice given to COUNTY.

21 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
22 employees any amounts paid by the policy of worker's compensation insurance required by this
23 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
24 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
25 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

26 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
27 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
28 foregoing policies, as required herein, to the County of Fresno, (Steve Johnson, Risk Manager, 2220 Tulare

1 St., 16th Floor, Fresno, CA 93721) stating that such insurance coverage have been obtained and are in full
2 force; that the County of Fresno, its officers, agents and employees will not be responsible for any
3 premiums on the policies; that such Commercial General Liability insurance names the County of Fresno,
4 its officers, agents and employees, individually and collectively, as additional insured, but only insofar as
5 the operations under this Agreement are concerned; that such coverage for additional insured shall apply
6 as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,
7 agents and employees, shall be excess only and not contributing with insurance provided under
8 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a
9 minimum of thirty (30) days advance, written notice given to COUNTY.

10 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
11 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
12 Agreement upon the occurrence of such event.

13 All policies shall be issued by admitted insurers licensed to do business in the State of California,
14 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
15 FSC VII or better.

16 J. AUDITS AND INSPECTIONS: CONTRACTOR shall at any time during business hours,
17 and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of
18 its records and data restricted solely and exclusively to the matters covered by this Agreement.
19 CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such
20 records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

21 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
22 the examination and audit of the California State Auditor for a period of three (3) years after final payment
23 under contract (Government Code Section 8546.7).

24 K. NOTICES: The persons and their addresses having authority to give and receive notices
25 under this Agreement include the following:

26 COUNTY
27 COUNTY OF FRESNO
ATTN: Risk Management
2220 Tulare St. 16th Floor
28 Fresno, CA 93721

CONTRACTOR
GlassRatner Advisory & Capital Group, LLC
555 W. State St, Suite 3725
Los Angeles, CA 90013
ATTN: Scott Corzine

1 HRRiskManagement@fresnocountyca.gov scorzine@brileyfin.com

2 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
3 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
4 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
5 personal service is effective upon service to the recipient. A notice delivered by first-class United States
6 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
7 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
8 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
9 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
10 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
11 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
12 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
13 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
14 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
15 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
16 beginning with section 810).

17 L. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
18 only be in Fresno County, California.

19 The rights and obligations of the parties and all interpretation and performance of this Agreement
20 shall be governed in all respects by the laws of the State of California.

21 M. DISCLOSURE OF SELF-DEALING TRANSACTIONS

22 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit or
23 non-profit corporation) or if during the term of the agreement, CONTRACTOR changes its status to
24 operate as a corporation.

25 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
26 they are a party to while CONTRACTOR is providing goods or performing Services under this
27 Agreement. A self-dealing transaction shall mean a transaction to which CONTRACTOR is a party and
28 in which one or more of its directors has a material financial interest. Members of the Board of Directors

1 shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-
2 Dealing Transaction Disclosure Form, attached hereto as Schedule B and incorporated herein by
3 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
4 immediately thereafter.

5 N. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by
6 electronic signature as provided in this section. An "electronic signature" means any symbol or process
7 intended by an individual signing this Agreement to represent their signature, including but not limited to (1)
8 a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned
9 and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
10 affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of
11 the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any
12 administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten
13 signature of that person. The provisions of this section satisfy the requirements of Civil Code section
14 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
15 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and
16 satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5),
17 and agrees that each other party may rely upon that representation. This Agreement is not conditioned
18 upon the parties conducting the transactions under it by electronic means and either party may sign this
19 Agreement with an original handwritten signature.

20 O. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between
21 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
22 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
23 understanding of any nature whatsoever unless expressly included in this Agreement.

24
25
26 ***[SIGNATURE PAGE FOLLOWS]***

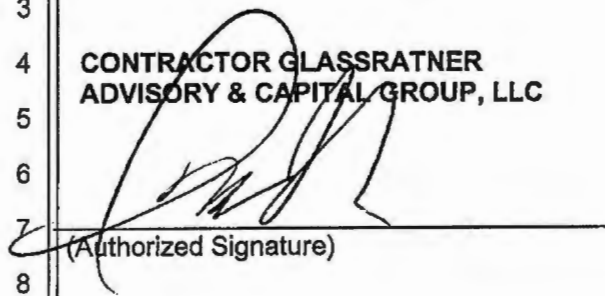
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

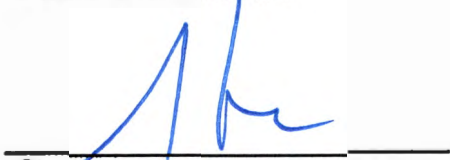
**CONTRACTOR GLASSRATNER
ADVISORY & CAPITAL GROUP, LLC**



(Authorized Signature)

Scott Corzine, Senior Managing Director

COUNTY OF FRESNO

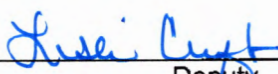


Steve Brandau
Chairman of the Board of
Supervisors of the County of
Fresno

Mailing Address:

555 W 5th St Suite 3725
Los Angeles, CA 90013

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of
California

By: 
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 1060
Subclass: 10000
ORG: 89250100
Account: 7295

1 **SCHEDULE A**

2 **SCOPE OF SERVICES**

3 Background

4 CONTRACTOR understands that the Information Security and Technology teams follow good
5 cybersecurity practices, including cybersecurity awareness, polices, procedures and developing a
6 shared security culture, but that the COUNTY faces a challenge by the uneven embrace of, and
7 compliance with your central efforts to keep County data and systems as secure as possible from cyber
8 incidents that can impact sensitive County data, operations, and government functions.

9
10 CONTRACTOR shall perform a needs assessment to independently determine the current state of
11 security as practiced by County departments, assign a maturity score to each, and exercise and
12 empirically test their response capability. From the results of these activities, CONTRACTOR will then
13 propose remediation steps the County can consider, such as improving departmental awareness and
14 practice maturity, and to close the gaps that are identified during these assessment activities.

15 CONTRACTOR shall perform the following Services:

16 These 20 County departments will be in scope:

17

18 Auditor-Controller/Treasurer/Tax Collector	Human Resources
19 Agriculture	Internal Services Division
20 Assessor/Recorder	Library
21 Behavioral Health	Probation
22 Board of Supervisors	Public Defender
23 Child Support Services	Public Health
24 County Administrative Office	Public Works and Planning
25 County Clerk	Retirement
26 County Counsel	Sheriff's Department
27 District Attorney	Social Services
28	

1 The work streams are more specifically described below:

2 1. IT Interview

3 a. Work Description: CONTRACTOR will start with a “deeper dive” into the perspective of
4 the IT Department around the issues, challenges, and obstacles to adoption of its
5 cybersecurity policies and procedures, via a remote interview of IT leadership. This step
6 will give CONTRACTOR a central point of view. After preparing, the interview would
7 include both cybersecurity and government-sector continuity of operations planning
8 experts in a session that would last approximately 2-3 hours
9

10 b. Time Frame: January 3 – January 14, 2022

11 c. Fee Basis: \$4,500.00

12 d. Department: Internal Services Division

13 e. Fee: \$4,500.00

14 2. Department Assessment

15 a. Work Description: CONTRACTOR assessments at the departmental level will follow to
16 give CONTRACTOR the organizational perspective at the operational level. This will
17 include preparation, execution, and analysis of a “trust-based” (validation not required via
18 artifact production) remote interview with one-three leaders/staff members of each
19 department who can speak to the department’s mission, essential functions, underlying
20 processes, and the systems and data required to support those processes, at the day-to-
21 day operational level. The interviews will be completed within 2-3 hours each, attended
22 by a CONTRACTOR cybersecurity SME, Business Process expert and scribe for
23 notetaking. Included will be a modified CIS Assessment and a Business Process
24 Analysis; CONTRACTOR would plan for 3 departmental interviews per week at the rate
25 of one every other day.
26

27 b. Time Frame: January 17 – March 4, 2022
28

1 c. Fee Basis: One-time preparation fee of \$4,500.00; Assessments at \$4,500.00 per
2 department

3 d. Department: All 20 County Departments

4 e. Fee: \$94,500.00

5 3. Tabletop Exercises

6 a. Work Description: To "test" departmental capabilities around cyber incident response,
7 CONTRACTOR will then design three realistic incident scenarios and facilitate a remote
8 two-hour tabletop exercise with each selected County department, varying the scenarios.
9 These will be designed, not to embarrass participants and leadership, but to observe
10 knowledge as practiced during "real" events, to get an "as practiced" view of
11 departmental response capability. Tabletops will last approximately 2-3 hours, facilitated
12 in a low pressure, discussion-based format to promote optimal participation. They will be
13 administered at the rate of one per week, to accommodate preparation and
14 documentation, and would include 3-4 facilitators, scribes, and subject matter experts
15 from CONTRACTOR. Each will conclude with a brief virtual "hotwash" to ask for
16 participant feedback.

17 b. Time Frame: March 7 – May 20, 2022

18 c. Fee Basis: One time design fee of \$18,000; Departmental tabletop exercises at \$7,500
19 each

20 d. Department: Initial assumption that 10 departments would be selected for these
21 exercises. These numbers can be adjusted as we learn more from previous steps.

22 e. Fee: \$93,000

23 4. Empirical Testing

24 a. Work Description: In parallel with the tabletop exercises, CONTRACTOR will work with
25 the IT Department to plan a range of empirical tests to observe departmental recognition
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1 and response efforts when faced with a realistic (but no-impact) set of realistic attacks,
2 including (1) phishing/social engineering to see how likely staff may be to disclose
3 credentials to our tester and notify IT, (2) penetration testing to test system vulnerability
4 of non-central systems at the department level, and (3) a single departmental malware
5 simulation . These efforts will all be closely coordinated with IT so there is central
6 awareness, rules of engagement, and no harm to data or production systems can occur

7
8 b. Time Frame: March 7 – May 20, 2022

9 c. Fee Basis: Pen testing on up to 200 internal/external departmental Ips and (1)
10 departmental application at \$11,000 each; Custom phishing and spear phishing scenario
11 simulations executed on up to 150 departmental users at \$5,500 each department;
12 Malware/ransomware simulation at \$14,000 per department.

13 d. Department: Library and Sheriff's Department

14 e. Fee: \$47,000

15 5. Dashboard Report

16 a. Work Description: CONTRACTOR will evaluate the findings from each of the four tasks
17 and with consideration of the findings and recommendations from CONTRACTOR's
18 earlier financial controls assessment, develop a "dashboard" to graphically communicate
19 department level cybersecurity maturity for administrative presentation, and integrate
20 CONTRACTOR findings for each department in a draft report-for-comment by project
21 sponsors. It will include a plan for closing gaps, vulnerabilities, and improving practices,
22 with a high-level timeline and order of magnitude levels of effort, elapsed time and cost.
23 After receiving COUNTY's feedback, CONTRACTOR will finalize the report, including an
24 Executive Summary, for administrative presentation with the Maturity Dashboard.
25 CONTRACTOR will either support the presentation of results and recommendations for
26 closing maturity and practice gaps by the project sponsors, or will make that presentation
27
28

1 directly to County leadership, based on COUNTY's preference. CONTRACTOR can work
2 through County Counsel or outside counsel to provide these deliverables in a privileged
3 methodology

- 4 b. Time Frame: May 23 – June 17, 2022
- 5 c. Fee Basis: One time fixed fee of \$18,000
- 6 d. Department: County Level
- 7 e. Fee: \$18,000

8
9 6. Plan

- 10 a. After providing tactical findings about the gaps the County departments need to
11 remediate in their cybersecurity practices, CONTRACTOR will develop a draft Strategic
12 County Cybersecurity Plan that provides guidance on common minimum standards,
13 policies, and practices while accommodating the flexibility inherent in the County
14 departmental structure. The Plan will be based on solid cybersecurity practices and
15 widely accepted standards and frameworks, and will address optimal governance
16 structure, training and awareness, policies and procedures, improved security
17 competence, shared threat intelligence, county-wide IT coordination - while working
18 within the existing county culture, jurisdictional realities, and risk management strategy.

- 19 b. Time Frame: May 23 – July 5, 2022
- 20 c. Fee Basis: One time fixed fee of \$30,000
- 21 d. Department: County Level
- 22 e. Fee: \$30,000

23
24 7. Validation

- 25 a. Work Description: After approximately four (4) months, CONTRACTOR will conduct a
26 series of interviews with IT and the 20 County departments to determine – on a trust
27 basis – how much progress has been made on the recommended security
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improvements. CONTRACTOR will then update the dashboard to indicate that progress and provide support to project sponsors in informing County leadership about the level of improvement and the road ahead to complete these improvements. The dashboard will support regular progress assessments to show period-over-period improvement by the County

- b. Time Frame: October 24 – December 2, 2022
- c. Fee Basis: One-time fixed fee of \$18,000
- d. Department: County Level
- e. Fee: \$18,000

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(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date	
		:	