

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and SecureSky, Inc., a Delaware Corporation, whose address of record is 5005 S 153rd Street, Suite 202, Omaha, Nebraska 68137-5071, (hereinafter referred to as “Consultant”).

WHEREAS, City is undertaking a project to provide managed cyber security operations center services; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide cyber security services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the cybersecurity services described in Exhibit “A” attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Jeff Bennyhoff or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule mutually agreed to by the parties. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement is a one-year term and shall commence upon the day first above written and end one-year from that date. The City has the option to extend the term four (4) additional times with each addition being a twelve (12) month term.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an

invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of \$431,438.

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement, if not previously delivered to the City. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared solely pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City,

Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles hired or borrowed by the Consultant.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount

of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all

applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. **ASSIGNABILITY OF AGREEMENT.** It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by delivering a notice in writing to Consultant that the Agreement is terminated. Upon receipt of notice by Consultant, said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the

City in connection therewith.

15. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

The City agrees that the additional contractual terms and conditions contained in Exhibit C to this Agreement are binding upon the City.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. **VENUE.** This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. **AMENDMENT.** This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to

all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

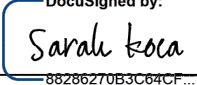
APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 4/16/24
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

CONSULTANT

BY: 
88286270B3C64CF...
(Signature)

Sarah Koca

(Typed Name)

Its: Vice President Finance & Accounting
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS: 5005 S 153rd St.
Suite 202
Omaha, NE 68137

TELEPHONE: _____

FAX: _____

E-MAIL: _____

Exhibit A

SecureSky Statement of Work No. 1

This Statement of Work (the “SOW”) is entered into between SecureSky, Inc., a Delaware corporation having offices at 5005 S. 153rd St., Suite 202, Omaha, NE 68137 (“SecureSky”) and the “Client” identified below (hereinafter, Client and SecureSky may also be referred to as the “Parties” or a “Party”).

This SOW and any services provided hereunder are subject to SecureSky’s Privacy Policy which can be found at <https://securesky.com/privacy-policy/> (the “Privacy Policy”).

This SOW is effective (“Effective Date”) [TBD].

CLIENT INFORMATION			
Client Name:	City of Merced, CA	Billing Contact:	Aarin Garrison
Client Address:	678 W. 18 th Street Merced, CA 95340	Billing Address:	678 W. 18 th Street Merced, CA 95340
Business Contact:	Jeff Bennyhoff	Billing Email:	garrisona@cityofmerced.org
Business Contact Email:	bennyhoffj@cityofmerced.org	Billing Contact Telephone:	209-385-6961
Business Contact Telephone:	209-385-6829	Preferred Billing Delivery:	Email

1. Service Description, Service Fees, and Billing Schedules

1.1. Professional Services – Microsoft Sentinel Deployment and Security Data Onboarding

1.1.1. Service Description. SecureSky will review, develop, and further enable the Client’s existing Microsoft Sentinel instance and associated Azure Log Analytics workspaces.

1.1.1.1. SecureSky will lead a “Project Kick-Off” meeting for engagement personnel from Client and SecureSky. That meeting will include team introductions and agreement on ongoing project governance standards (milestones and status reporting), the scheduling of bi-weekly meetings, and escalation processes. Following this meeting, SecureSky will publish a summary of determinations and arrange calendar invitations for future meetings.

1.1.1.2. During the Microsoft Sentinel Deployment and Security Data Onboarding phase, SecureSky will assign a Technical Project Manager who will communicate with the Client team with regular cadence as to project updates and status.

- 1.1.1.3.** SecureSky will establish a data source inventory for all data sources, check the health of established data sources, and for new data connections, plan the appropriate collection methodology, onboarding plan, and log retention configuration.
- 1.1.1.4.** For each new data source, SecureSky will research the security-related data elements available from the provider's API, or recommend alternative transmittal formats (for example, syslog or CEF). After agreement as to the security-related data elements and transport methodologies for the application or service, SecureSky will develop and test the data transport functionality and will onboard and configure the data source to the Microsoft Sentinel instance. If required, SecureSky will assist the Client with the creation of any additional centralized log collection locations (e.g., syslog server) for ingestion into Microsoft Sentinel.
- 1.1.1.5.** SecureSky will onboard any new data sources which have established Azure Log Analytics Connectors and Transport Agents.
- 1.1.1.6.** For new data sources that do not have established connectors, SecureSky will develop Azure Log Analytics Connectors and Transport Agents, or alternative log collection mechanisms to deliver logging data into the Microsoft Sentinel instance.
- 1.1.1.7.** All data source health checks and new onboarding will include ensuring proper logging levels for each data source and proper parsing from Microsoft Sentinel. Once all initial onboarding is complete, SecureSky will update the above-described inventory and provide this documentation to the Client.
- 1.1.1.8.** SecureSky will review with Client the alerting and/or threat hunting capabilities related to each data source and develop initial or additional alert rules, hunting queries or workbooks/dashboards for each data source, including:
 - 1.1.1.8.1.** Microsoft-supplied functionality.
 - 1.1.1.8.2.** Content from SecureSky's proprietary libraries.
 - 1.1.1.8.3.** Custom developed workbooks, hunting queries, bookmarked queries, and alert rules.
- 1.1.1.9.** As applicable, after initial baselining SecureSky will review any security alerts and information arising from deployed data sources with Client and complete further tuning as required.
- 1.1.1.10.** SecureSky will provide a "Client Profile Document," for Client completion, and answer any questions related to the gathering of information or completion of this document.
- 1.1.1.11.** "Client Stakeholder Workshop." At the conclusion of Microsoft Sentinel Deployment and Security Data Onboarding phase, SecureSky will lead a two (2) day training session on the operations, maintenance, configuration

and tuning of the Microsoft Sentinel environment tailored to the City of Merced (future training discussed in the RFP response, should the SOW Term be extended, is discussed in Section 1.2.1.2.7 below).

1.1.2. Service Fees. Service Fees for Section 1.1 (referred to as “Installation” in the RFP response Pricing Schedule), on a project fixed-fee basis, are \$15,375.00.

1.1.2.1. Billing Schedule. SecureSky will invoice Section 1.1 Service Fees as follows:

1.1.2.1.1. 50% dated on the Effective Date.

1.1.2.1.2. 50% dated four (4) weeks from the Effective Date.

1.2. Professional Services – Proactive Managed Security Services

1.2.1. Service Description. SecureSky’s Proactive Managed Security services include Microsoft Sentinel Management, Managed Detection and Response (MDR), Threat Exposure Management, and Risk Prevention Services. The Proactive Managed Security Services include:

1.2.1.1. Beginning upon the inception of Services (the completion of the above-described “Project Kick-Off” meeting and the provision by Client of appropriate Microsoft Sentinel access as designated by SecureSky) SecureSky will initiate Threat Detection and Response Services, with 24/7 monitoring, triage, and escalation for critical severity security events, with business hour monitoring of lower severity events.

1.2.1.2. Beginning upon the completion of the above described “Client Stakeholder Workshop” and “Client Profile Document” (anticipated approximately sixty (60) days from the Effective Date), SecureSky will initiate additional Proactive Managed Security Services, including:

1.2.1.2.1. Microsoft Sentinel Management, which includes:

- On-going management of the Client Microsoft Sentinel instance, including new feature review and enablement.
- Maintenance and ongoing tuning of established data sources.
- Connectivity, onboarding, configuration, and enablement of new data sources.
- Maintenance, tuning, and enhancement of detection policies and alerting rules, hunting queries, bookmarked queries, workbooks/ dashboards, and playbooks/automated workflow or response actions.

1.2.1.2.2. Weekly Threat and Exposure Hunting, searching for indicators of compromise and security misconfigurations.

1.2.1.2.3. Bi-Weekly Meetings with Client personnel, to review threat and exposure hunting findings and detection and response

activities, as well as remediation recommendations, new Microsoft Sentinel features and functionality, active attack vectors, and/or cost management opportunities.

- Security Control Remediation Guidance – Bi-Weekly Meetings will include SecureSky guidance to Client personnel and partners performing agreed upon remediation actions, with a focus on protective hardening recommendations, understanding of any compensating controls, and ongoing confirmation of expected volumes, to reduce the Client attack surface and improve the Client security posture, as well as to tune out non-valuable or false positive findings.

1.2.1.2.4. Workflows and Automation. SecureSky will identify and develop automated response actions to stop or isolate user behaviors or conditions that generate security alerts. New development included in the pricing are up to two (2) automations per annual SOW term.

1.2.1.2.5. Incident Response. SecureSky Services include up to four (4) hours of support prior to or upon declaration of a security incident, as well as a discounted rate for incident management and containment, eradication, short-term and long-term remediation support, and interface with cyber insurance and/or law enforcement. Additional Incident Response Support Services, if approved, will be invoiced as incurred at the discounted rate of \$187.50/hour.

- At the request of Client, SecureSky will provide an estimate of hours to provide additional Incident Response Support Services. For such Services, an email communication from an authorized representative of the Client will serve as authorization for SecureSky to proceed. Any such email will be incorporated by reference into this SOW. Any such Services will be invoiced monthly.

1.2.1.2.6. Annual Reporting. At the end of each annual SOW Term, SecureSky will provide Client with a report including:

- An executive summary of Services provided in the year.
- A technical summary (including Incidents Summary, Threat Summary, Monitoring Summary) of Services provided in the year.
- The amount of work (in hours) that was performed by SecureSky was directly attributed to the City of Merced.

- A recommendation summary report for goals to enhance Services in the next annual SOW Term.

1.2.1.2.7. Additional “Client Stakeholder Workshops.” If this SOW is extended into a third annual term pursuant to Section 3 below, SecureSky will lead a two (2) day refresher training session on the operations, maintenance, configuration and tuning of the Sentinel environment tailored to the City of Merced Sentinel environment in Year 3 of the SOW Term. If this SOW is extended into a fifth annual term pursuant to Section 3 below, SecureSky will lead a two (2) day refresher training session on the operations, maintenance, configuration and tuning of the Sentinel environment tailored to the City of Merced Sentinel environment in Year 5 of the SOW Term.

1.2.2. Billing Schedule. SecureSky will invoice Section 1.2 Service Fees as follows:

1.2.2.1. An invoice, in the amount described above, based on the month of the SOW Term, dated on the Effective Date and thereafter on the monthly anniversary of the Effective Date throughout the SOW Term.

2. Client Cooperation. Client shall cooperate with SecureSky in the provision of services and shall provide the following assistance to SecureSky:

- 2.1.** Client will assign a primary Point of Contact to work with SecureSky and provide knowledgeable technical and administrative staff to assist SecureSky.
- 2.2.** Client will provide appropriate credentials for all in-scope environments.

3. Terms and Conditions.

- 3.1.** Initial SOW term is twelve (12) months. Client will have the option to renew Services for four (4) additional twelve (12) month terms.
- 3.2.** Client agrees that Services described as “Professional Services” in Section 1 are governed by SecureSky, Inc. Professional Services Terms and Conditions incorporated by reference into this SOW. Capitalized terms not otherwise defined in this SOW will have the meanings given in the Professional Services Terms and Conditions.
- 3.3.** This SOW may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be considered one and the same agreement.
- 3.4.** Services Fees are based on the conditions described in the City of Merced Request for Proposals for Managed Cyber Security Operations Center Services with the close date of October 26, 2023, together with related Addendums 1 and 2, including security data sources, quantities, and Client users. Increases to the scope may require an addendum to this SOW.
- 3.5.** SecureSky Service Fees do not include amounts payable to Microsoft or Microsoft Azure for product/service licensing or Azure Sentinel/Log Analytics security log ingestion, retention, or processing.

Signatures

Each Party represents and warrants to the other that (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.

SECURESKY, INC.		CLIENT: CITY OF MERCED, CA	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Exhibit B



Managed Cyber Security Operations Center Services

PRICING SCHEDULE

Service Fees. Service Fees for Section 1.1 of Exhibit A (referred to as “Installation” in the RFP response Pricing Schedule), on a project fixed-fee basis, are \$15,375.00.

Billing Schedule. SecureSky will invoice Section 1.1 Service Fees as follows:

50% dated on the Effective Date.

50% at completion of Microsoft Sentinel Deployment and Security Data Onboarding service.

Service Fees. Beginning on the Effective Date, Service Fees for Section 1.2 of Exhibit A, (provided as annual totals and referred to as “Other-Managed SOC Services” in the RFP response Pricing Schedule) on a recurring monthly fixed fee basis, are:

For months 1 through 12 of the SOW Term, \$6,662.50 per month.

If applicable, for months 13 through 24 of the SOW Term, \$6,795.75 per month.

If applicable, for months 25 through 36 of the SOW Term, \$6,931.67 per month.

If applicable, for months 37 through 48 of the SOW Term, \$7,070.33 per month.

If applicable, for months 49 through 60 of the SOW Term, \$7,211.67 per month.

Billing Schedule. SecureSky will invoice Section 1.2 Service Fees as follows:

An invoice, in the amount described above, based on the month of the SOW Term, dated on the Effective Date and thereafter on the monthly anniversary of the Effective Date throughout the SOW Term.

Cost Summary

Costs	Year 1	Year 2	Year 3	Year 4	Year 5	Sub Total
Hardware & Software Licensing						
Third Party Software						
Documentation & Training						
Support/Maintenance/Services						

Installation	\$15,375.00					\$15,375.00
Integration						
Misc.						
Other (specify) – Managed SOC Services	\$79,950.00	\$81,549.00	\$83,180.00	\$84,844.00	\$86,540.00	\$416,063.00
Other (specify)						
Tax: (1)						
Shipping:						
Total:	\$95,325.00	\$81,549.00	\$83,180.00	\$84,844.00	\$86,540.00	\$431,438.00

(1) In coordination with the City of Merced, professional services have been categorized as non-taxable in California.

The undersigned acknowledges receipt of the referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the proposer indicated below, in accordance with the specifications, terms and conditions of this RFP and Proposal Acknowledgement, for the pricing indicated on the Pricing Schedule.

Company Name (Proposer): SecureSky, Inc.	
By (Person Submitting Proposal): Michael J. Hrabik (Print)	
By (Person Submitting Proposal): (Signature)	<i>Michael J. Hrabik</i>



Title of Person Submitting Proposal: Chief Executive Officer	
Business Address (City/State/Zip): 5005 S. 153 rd Street, Suite 202, Omaha, NE 68137	
Email Address: mhrabik@securesky.com	
Telephone Number: (402) 216-7818	Date: December 14, 2023

Exhibit C

ADDITIONAL TERMS AND CONDITIONS

Limitation of Liability. Notwithstanding any other provisions of this Agreement to the contrary, Consultant's cumulative liability under this Agreement for any and all claims relating to its services, or any other matters involving or otherwise contemplated by this Agreement, including, without limitation, claims under Section 9 (INDEMNITY), or causes of action arising out of or based upon contract, tort, warranty, negligence, or otherwise, shall not exceed \$1,000,000. The liabilities limited by Exhibit C apply even if Consultant is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and even if Consultant's remedies fail of its essential purpose. If applicable law limits the application of the provisions of Exhibit C, Consultant's liability will be limited to the maximum extent permissible.

Additional Terms and Conditions Agreed to by City of Merced: _____
Initial of Authorized
City Representative

Certificate Of Completion

Envelope Id: BF33A92C81F440298DD3D101DA914DBF

Status: Completed

Subject: Complete with DocuSign: City of Merced Contract

Tyler Contract Number:

Source Envelope:

Document Pages: 19

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jeff Bennyhoff

AutoNav: Enabled

678 W 18th Street

Envelopeld Stamping: Enabled

Merced, CA 95340

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

bennyhoffj@cityofmerced.org

IP Address: 50.115.196.29

Record Tracking

Status: Original

Holder: Jeff Bennyhoff

Location: DocuSign

4/17/2024 9:38:07 AM

bennyhoffj@cityofmerced.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Merced

Location: DocuSign

Signer Events

Sarah Koca

skoca@securesky.com

Vice President Finance & Accounting

Security Level: Email, Account Authentication
(Optional)**Signature**

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Accepted: 1/25/2024 5:33:01 AM

ID: df07652c-0216-4e4b-bd87-460b1b5d2192

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Jennifer Osborne

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