

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the 24th day of October, 2014, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and ACCUVANT, INC., a Delaware corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional technical security assessment and advisory services for Project Number: OP-119444, hereinafter referred to as the "Project;" and

WHEREAS, CONSULTANT is engaged in the business of furnishing services as an information security consultant and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its The City's CIO (hereinafter referred to as "Administrator") or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in Exhibit A, including all work incidental to, or necessary to perform, such services even though not specifically described in Exhibit A.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect until terminated as provided herein and subject to any earlier termination in accordance with this Agreement. The services of CONSULTANT as described in Exhibit A are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in Exhibit A.

3. Compensation.

(a) CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed twenty-five thousand dollars (\$25,000) (not including reimbursable travel and expenses), paid on the basis of the rates set forth in the schedule of fees and expenses contained in Exhibit A.

(b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT'S compensation. Any change in the

scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT'S filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY'S damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

(d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

(f) CONSULTANT shall be liable for default unless nonperformance is caused by CITY and its instructions to CONSULTANT, and/or an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by a party pursuant to this Agreement shall not be made available to any individual or organization by that party without the prior written approval of the other party. During the term of this Agreement, and thereafter, each party shall not, without the prior written consent of the other party, disclose to anyone any Confidential Information. The term Confidential Information, for the purposes of this Agreement, shall include all proprietary and confidential information of each party, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes, pricing or supplier information, identities of any personnel (including subcontractors) and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the party disclosing the Confidential Information.

(b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement and subject to the confidentiality provisions above. Neither party shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) The Parties agree that with the exception of (i) any know-how, processes, techniques, concepts, methodologies, tools, data, or intellectual properties Accuvant uses in performing the Services (including but not limited to assessment, gap analysis, and/or policy model related services) or in providing the Deliverables (collectively, "**Accuvant Intellectual Property**"), and (ii) any intellectual property owned by or licensed from third parties, all Deliverables are the property of CITY. The Parties agree that Accuvant Intellectual Property is proprietary to CONSULTANT and remains the exclusive property of CONSULTANT. CONSULTANT may freely use the Accuvant Intellectual Property and any other intellectual property CONSULTANT develops during the course of providing Services and Deliverables hereunder, subject to CONSULTANT's confidentiality obligations herein and provided that such Accuvant Intellectual Property does not violate any patent, trademark, copyright, or trade secret right of CITY. CONSULTANT grants to CITY a perpetual, non-exclusive, worldwide, royalty free, paid-up, and transferable license to use Accuvant Intellectual Property solely to the extent it is incorporated into or necessary for use of the Deliverables. CITY's ownership of the Deliverables is expressly contingent upon CITY's timely payment in full for the applicable Services and Deliverables.

(e) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any

acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification.

(a) To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

(b) **Penetration Study & Assessment Services.** Notwithstanding anything to the contrary hereunder, to the extent and only to the extent the Services include an ethical penetration study and assessment services, this Section shall apply.

(i) *Scope.* CONSULTANT is hereby authorized to perform a penetration study and network vulnerability assessment on the network computer systems with the IP Addresses identified by CITY ("**Systems**"). CONSULTANT is not responsible for adverse consequences resulting from inaccurate information regarding the IP Addresses furnished by CITY. CONSULTANT will coordinate with CITY regarding scripts and auditing tools so that CITY can coordinate security access permissions.

(ii) *Assumption of Risk.* CITY assumes all risk for, and releases and holds CONSULTANT harmless from, any and all damages, losses, and liabilities relating to the Systems or otherwise arising from the requested study and assessment ("**Adverse Consequences**"). Adverse Consequences could include, among others: (i) Systems down time, (ii) loss of business, (iii) connectivity loss, (iv) degradation of bandwidth, (v) Systems loss and crashes, and (vi) information and access loss. CITY does not release CONSULTANT from Adverse Consequences arising from CONSULTANT's actions or omissions that are found to be (i) knowingly outside the scope of the Services, or (ii) reckless, wanton, malicious, illegal, or otherwise involving gross negligence.

(c) In no event will either party and any Affiliated Entity, and any party's suppliers or partners, be liable to the other party, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, loss of use or loss of data, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential, or similar damages, arising out of or in connection with the performance or non-performance of this Agreement or otherwise, even if advised of the possibility of such damages. In no event will CONSULTANT's liability under any claim made by CITY exceed an amount equal to the total amount of fees actually paid by CITY to CONSULTANT under this Agreement. Other than claims and actions related to CITY's payment obligations under this Agreement and/or a Statement of Work, no claim or action regarding the services or deliverables, regardless of form, may be brought more than one (1) year after the first to occur of either (a) the conclusion of services and delivery of any deliverables hereunder, or (b) such party's knowledge of the event giving rise to such cause of action.

8. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor/subconsultant to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor. CONSULTANT and any subcontractor/sub-consultant shall establish additional insured status for CITY, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, CONSULTANT shall have the obligation and duty

to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

(b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither CONSULTANT, nor any of CONSULTANT'S subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 9(b), above.

(f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

(b) Records of CONSULTANT'S expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time; for avoidance of doubt, this section is not permitting CITY to audit or enter CONSULTANT'S premise. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall use best efforts to cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, CONSULTANT agrees as follows:

(a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) CONSULTANT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status

as a disabled veteran or veteran of the Vietnam era. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to CONSULTANT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY

whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

(a) This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or his/her designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or his/her designee.

(b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

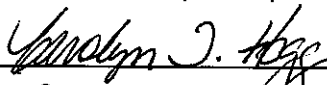
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties have executed this Agreement with the City of Fresno, California for Consulting Services, the day and year first above written.

CITY OF FRESNO


A California municipal corporation

By: 
Name: Carolyn T. Hagg
Title: CIO

ATTEST:

YVONNE SPENCE, CMC

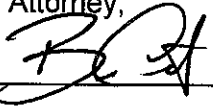
City Clerk

By: 
Deputy 11/5/2014

APPROVED AS TO FORM:

DOUGLAS T. SLOAN

City Attorney,

By:  10/31/14

Name: Brandon M. Collet

Title: Deputy City Attorney

Addresses:

CITY:

City of Fresno
ISD Room 1070
City of Fresno
2600 Fresno Street
Fresno, CA

Attn.: Byron Horn

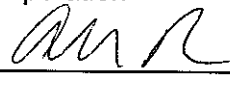
Title: _____

Phone: (599) 621-7119

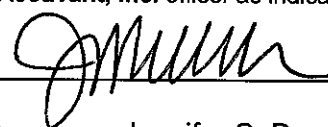
FAX: (599) -

ACCUVANT, INC.

A Delaware corporation

By: 
Name: Alex Ross
Title: Director, Legal Affairs

and by Accuvant, Inc. officer as indicated below

By: 
Name: Jennifer C. Dewar
Title: Assistant Secretary
(if corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

CONSULTANT:

Accuvant, Inc.
Attention: Legal
1125 17th Street, Suite 1700
Denver, CO 80202

Phone: (303) 298-0600

FAX: (303) 298-0868

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A

Agreement with City of Fresno, California for Consulting Services

Project Number: OP-119444

[Insert SOW or Quote]

ACCUVANT
LABS



Security Strategy Assessment

City of Fresno, CA / Project Number: OP-119444

Prepared By: Leslie Ross & Bill Ward / Revision Number: 1.1

Date: 08/26/2014

Project Overview

Background

City of Fresno, CA has determined that a review of their information security program is needed to understand more broadly the areas of improvement required. Accuvant offers a strategic review of the security program in order to assist our clients with building an information security strategy that will match business objectives and/or address specific security concerns. By first understanding the business goals, objectives, and strategies along with security threats the client faces we can recommend a number of security approaches ranging from specific compliance objectives, threat countermeasures, and risk and/or threat-centric approaches to the security strategy and program. Potential security program strategies will be identified during this engagement and prioritized to provide a multi-year view of security program initiatives.

Goals and Objectives

Through scoping discussions and information provided by City of Fresno, CA, Accuvant understands the following describe the goals and objectives for Accuvant to accomplish during this engagement:

- Review current and future agency goals, objectives, and strategies
- Review existing security strategy, program, and capabilities for alignment with agency objectives
- Determine the specific threats the agency faces to tailor a security program to meet their needs
- Provide a multi-year high-level strategy for solutions to meet mission objectives

Project Approach

For the security strategy and program assessment Accuvant utilizes a tabletop and whiteboard working session approach applied to the client's information security domains and practices. This allows for a consistent and objective based approach to review and build a sound security strategy and program.

The first step is a high-level business review, to enable a mission aligned security strategy and to understand the client's mission objectives and threats. Accuvant will review threat actors to determine which actors match the company's needs. Following the threat actor analysis common threat patterns are applied to the key assets identified in the business review.

Threat analysis is then used to review the people, process, technology, and metrics needs required and available to provide a maturity level assessment of the security program.

An effective security strategy and program aligned with the business objectives is a critical foundation for organizations facing unknown business risks from information security related threats.

A solid, business aligned security strategy and program offers the following benefits:

- Helps protect the client from the growing threats that face their specific agency
- Provides a strategic view of their security program that can be quickly acted upon to begin improving those areas that represent the most risk
- Presents evidence to the city council, executive team and outside parties that the client is taking the necessary steps to protect the critical assets of the city

This proposal covers the following assessment activities:

Pre-Engagement Phase

Kick-Off Call

This pre-engagement call allows Accuvant consultants to gather the detailed information about the client's environment necessary to perform the project. Accuvant consultants will drive this discussion by going through a pre-engagement checklist with client personnel. The primary goals are to confirm the scope of work has been accurately captured in the project proposal and to identify any significant obstacles to completion prior to beginning the engagement.

Organization Review

Conduct Tabletop Discussions and Dialogue

Tabletop discussions will be held in order to identify key business objectives and map them to the requirements for the information security program. During the kickoff meeting a list of leadership roles is provided for the interviews. In many cases one person may fill multiple job roles.

Threat Analysis

After understanding the business objectives and specific market drivers, Accuvant experts will review the primary threats actors and common or custom developed models, depending on engagement, to the business and map out the specific requirements for the security program.

Develop Recommendations

Building on the understanding of current threats to the client as well as the security strategy and maturity of their security domains recommendations are made to quickly reduce the risk to the organization on the real threats they face.

Deliverables

Threat Pattern

For each primary threat, a pattern is applied or created, depending on engagement, to determine the appropriate countermeasures expressed in people, process, enabling technology, and metrics as needed. Not all threats will have all four components.

Security Strategy Review

The security strategy review identifies the required security projects and programs to meet the threats of the company. The information used in this deliverable is provided by the client and reviewed by Accuvant experts to ensure the best use of human, monetary, and technology resources to meet the clients business objectives.

Security Strategy Improvement Recommendations

A high-level recommendation of security service improvements to the strategy and program over time based on the risk levels and discussion with client on priorities and expected rate of adoption.

Formal Presentation

Standard Accuvant presentation format delivered to audience of the clients choosing. Traditionally focused on an executive level out-brief, this presentation describes the effort executed, an overview of the results, and describes the next steps outlined for the organization.

Engagement Scope

Based on Accuvant's understanding of City of Fresno, CA's environment, we have scoped the time and cost of the proposed services with the assumptions below. If it is determined that there is a vast difference in the actual environment (either smaller or larger), Accuvant requests the right to adjust the actual effort required and costs associated with the assessment. Any cost estimate or timeline change(s) required will be shared with City of Fresno, CA promptly and a Change Order will be drawn as appropriate to satisfy the changes.

Scope Item	Number	Notes
Onsite Visits	1	<ul style="list-style-type: none"> Single site (list site location)
Onsite Duration	Up to 5 days	<ul style="list-style-type: none"> 5 days of roundtable discussions and dialogue
Interview Participants	Up to 10	<ul style="list-style-type: none"> Key Information Security and Operations leadership A number of interviews may be conducted via teleconference
Business Units	1	One primary business unit (Agency) will be assessed
Threat Models	2	Analysis on two threats from existing models (e.g. APT, Insider, etc.) See program description for full list
Additional Notes		Current program state and maturity will be derived from a series of facilitated discussions and dialogue with key functional leaders. Additional control validation and/or testing can be provided, but is beyond the scope of this engagement.

Professional Considerations

Scheduling

Accuvant proposes using at least one of our Consultants (bios available upon request) on an as needed basis for the appropriate time necessary to perform the work outlined in this proposal. Accuvant and City of Fresno, CA will agree to work together to schedule time in advance when both parties will have resources available for the project.

Change in Scope of Services

In the event that unforeseen factors change this Services scope of work and/or impact the term and cost of Accuvant-provided Services, City of Fresno, CA and Accuvant may mutually revise the SOW and Accuvant shall provide customer with an estimate of the impact of such revisions on the fees, payment terms, completion schedule and other applicable provisions of the SOW. If the parties mutually agree to such changes, a written description of the agreed change ("Change Order") shall be prepared, incorporating such changes to the SOW and shall be signed by both parties. The terms of a Change Order Form prevail over those of the SOW.

Project Assumptions

The ability to complete this engagement in an efficient and timely manner is critical to Accuvant. The assumptions listed below set forth the expectations of the working relationship between City of Fresno, CA and Accuvant.

Accuvant

- The work is to be performed consecutively until project completion. There will be no break in services other than weekends and / or Accuvant recognized holidays
- Our consultants consider all City of Fresno, CA information and documentation as sensitive and confidential and will handle appropriately
- Our consultants recognize the value of knowledge transfer and will encourage City of Fresno, CA to participate in all appropriate aspects of the project
- Our consultants and/or project managers will notify City of Fresno, CA of any items that may be delayed as soon as possible in order to determine ways to manage any impact (i.e., cost, timeframes, modifications, etc.)
- All deliverables will, after completion, be reviewed jointly by City of Fresno, CA and Accuvant consultants
- Accuvant is not responsible for providing any services or performing any tasks not specifically set forth in this SOW
- Accuvant shall have no responsibility for other contractors or third parties engaged on the project unless expressly agreed to in writing
- Control testing and/or validation is beyond the scope of this engagement

City of Fresno, CA

- Provides a single point of contact within City of Fresno, CA's organization to help Accuvant consultants coordinate access to the required project materials and personnel

- Provides documents / diagrams detailing the existing policies, specifications and/or architecture in a timely manner
- Provides a safe working environment, including a workspace, telephone and network (and Internet) access for the purpose of time entry, email and project-related efforts
- Provides any necessary building, parking and/or machine room badges/passes to Accuvant consultants
- Accuvant consultants will be reliant on City of Fresno, CA staff to complete identified tasks and/or participate in interviews. City of Fresno, CA's inability to provide this staff may affect the completion of tasks and/or deliverables.
- Deliverables will be reviewed by City of Fresno, CA and returned with comments within five business days of delivery. Acceptance of the deliverable will be assumed, if no comments are received from City of Fresno, CA during that time.

Terms

All work will be performed subject to the terms and conditions listed at http://www.accuvant.com/sow_ts_and_cs.pdf in the Master Services Agreement between Accuvant and City of Fresno, CA.

Project Information

Project Logistics

Consultant Location: ☒ Onsite ☐ Remote

Comments:

Onsite Address(es): 2600 Fresno St Room 1059
Fresno, CA 93721

Special Directions:

City of Fresno, CA Contacts

Project Lead: Bryon Horn

Phone Number: 559-621-7119

Email: Bryon.Horn@fresno.gov

Billing Address: 2600 Fresno St Room 1059
Fresno, CA 93721

Accuvant Contacts

Account Manager: Leslie Ross

Phone Number: 408-398-6534

Email: lross@accuvant.com

Solutions Engineer: Bill Ward

Phone Number: 312-593-2455

Email: bward@accuvant.com

Project Fees, Expenses, Payment Schedule

Fees

Description of Services	Service Code	Fee
Security Strategy and Threat Development (Two separate threat mappings)	ACVT-CSO-STRATEGY	\$25,000
Plus Travel Expenses (Transportation and Hotel)		

Payment Schedule

Payment is based on the following schedule:

- Accuvant will invoice City of Fresno, CA for services performed on a fixed fee basis, at the completion of the project.
- Each invoice is due and payable within 30 days of invoice date.
- In the event City of Fresno, CA delays or puts the project on hold, Accuvant reserves the right to bill for the portion of work performed up to that point.

Travel & Expenses

Travel and expenses are not included in the estimate and will be billed monthly as incurred. Accuvant will make every attempt to incur reasonable expenses associated with the implementation of the project and will handle the processing of those approved expenses in accordance with the Travel Policy terms from the Master Services Agreement. Travel costs include: airfare, hotel, mileage (if a personal car is used) and automobile rental. If international travel is required, additional expenses may be incurred. Accuvant assumes that any required travel will be booked a minimum of two weeks in advance of any onsite portion of the engagement.

Authorization

By the signatures of their duly authorized representatives below, City of Fresno, CA and Accuvant, intending to be legally bound, agree to all of the provisions of this Statement of Work as of the Effective Date set forth below.

Executed by City of Fresno, CA and Accuvant	
Authorized Signature – City of Fresno, CA	Authorized Signature – Accuvant
Name Printed	Name Printed
Title	Title
Date	Date

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About Accuvant

Accuvant is the only research-driven information security partner delivering alignment between IT security and business objectives, clarity to complex security challenges, and confidence in complex security decisions.

Based on our clients' unique requirements, Accuvant assesses, architects and implements the policies, procedures and technologies that most efficiently and effectively protect valuable data assets.

Since 2002, more than 4,500 organizations, including half of the Fortune 100 and 800 federal, state and local entities, have trusted Accuvant with their security challenges. Headquartered in Denver, Accuvant has offices across the United States and Canada. For more information, please visit www.accuvant.com, follow us on Twitter: @Accuvant, or keep in touch via Facebook: <http://tiny.cc/facebook553>.

1125 17th Street Suite 1700, Denver, CO 80202 | 800.574.0896 | www.accuvant.com

Exhibit B
INSURANCE REQUIREMENTS
Project Number: OP-119444

Exhibit B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno ("CITY")
and [Consultant Name] ("CONSULTANT")

[Project Title]
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,

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- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and

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related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years

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after completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

{Remainder left intentionally blank}

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INSURANCE REQUIREMENTS
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 09/08/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:															
INSURED Account Holdings Corporation Attn: Patrick Farrelly 1125 17th Street, Suite 1700 Denver, CO 80202		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Beazley Insurance Company, Inc.</td> <td>37540</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Beazley Insurance Company, Inc.	37540	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** SEA-002494343-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL. INSURER (INSR) (W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		3580-12-89	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		7499-24-95	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		7984-44-30	08/01/2014	08/01/2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUSIONS (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Information and Network Technology		V16353140101	08/01/2014	08/01/2015	Limit 5,000,000 SIR 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 MarkWest Hydrocarbon, Inc. is included as additional insured where required by written contract with respect to general and auto liability. Waiver of Subrogation applies where required by written contract with respect to general and auto liability.

CERTIFICATE HOLDER MarkWest Carbon Contracts Administration Department 1515 Arapahoe Street Tower 1, Suite 1600 Denver, CO 80202-2137	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Kathleen M. Parsloe
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ACORD 25 (2010/05)

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AGENCY CUSTOMER ID: 67927
LOC #: Denver



ADDITIONAL REMARKS SCHEDULE

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AGENCY MARSH USA INC.		NAMED INSURED Account Holdings Corporation Attn: Patrick Farrelly 1125 17th Street, Suite 1700 Denver, CO 80202
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability, Including Crime Coverage
Policy Number: 04-842-68-46
Effective Date: 04/22/2014
Expiration Date: 04/30/2015
Crime Coverage Limit: \$5,000,000
Deductible: \$50,000

ACORD 161 (2008/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/14

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<p>PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057</p>	<p>CONTACT NAME: PHONE (A/C No. Ext.): 888-828-8365 FAX (A/C, No.): E-MAIL ADDRESS:</p>																					
<p>INSURED Inspectly, Inc. 19801 Crescent Springs Drive Kingwood, TX 77339 *SEE BELOW</p>	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC</th> </tr> <tr> <td>INSURER-A:</td> <td>Indemnity Insurance Co. of North America</td> <td>42676</td> </tr> <tr> <td>INSURER-B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER-C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER-D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER-E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER-F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC	INSURER-A:	Indemnity Insurance Co. of North America	42676	INSURER-B:			INSURER-C:			INSURER-D:			INSURER-E:			INSURER-F:		
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INSURER-F:																						

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
TYPE OF INSURANCE	INSURER	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<p>GENERAL LIABILITY</p> <p>COMMERCIAL GENERAL LIABILITY</p> <p>CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/></p> <p>GENERAL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/></p>					<p>EACH OCCURRENCE \$</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</p> <p>MED EXP (Any one person) \$</p> <p>PERSONAL & ADV INJURY \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS - COMPOF AGG \$</p> <p>PROFESSIONAL LIABILITY \$</p> <p>COMBINED SINGLE LIMIT (Ea accident) \$</p> <p>BODILY INJURY (Per Person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p>
<p>AUTOMOBILE LIABILITY</p> <p>ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/></p> <p>UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/></p>					<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/SELF-EMPLOYEE Y/N <input type="checkbox"/></p> <p>OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (MANDATORY IN NH)</p> <p>If yes, describe under</p> <p>DESCRIPTION OF OPERATIONS below</p>	WA	CA76S0147	10/01/2013	10/01/2014	<p>E.L. EACH ACCIDENT \$ 1,000,000</p> <p>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</p> <p>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</p>
<p>DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p>ACCUVANT, INC. (ISSUED) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT.</p>					

<p>CERTIFICATE HOLDER</p> <p>ACCUVANT, INC. 1125 17TH ST STE 1700 DENVER, CO 80202-2632</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Dr. Kelly</i></p>
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ACORD 25 (2010/05)
 Acct# 1171851

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Exhibit C
DISCLOSURE OF CONFLICT OF INTEREST
Project Number: OP-119444

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents.		X
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?		X
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	X	
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?		X
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?		X
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?		X
* If the answer to any question is yes, please explain in full below.			

Explanation: This in response to Question 3.

Accuvant, Inc. is the authority in the technical
security advisory practice and provides services
to several commercial business that may or
may not do business with the City. Due to
of confidentiality with these third parties, Accuvant,
Inc. cannot reveal the identity of these businesses;
however, these businesses are well-known and are
leaders in their industry that include providing
products and services to public sector clients like the
City.

☐ Additional page(s) attached. *Not applicable*

Accuvant, Inc.

By: 
Alex Ross, Its Director, Legal Affairs

October 24, 2014

Date

Alex Ross Director, Legal Affairs
(name) (title)

Accuvant, Inc.
(Company)

1125 17th Street, Suite 1700
(address)

Denver, CO 80202
(city state zip)