

RESOLUTION NO. 2024-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING A
RENEWED AGREEMENT WITH TAYGETA SCIENTIFIC, INC. FOR CONSULTING
SERVICES IN CONNECTION WITH CYBER SECURITY SERVICES, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON
BEHALF OF THE CITY, AND AUTHORIZING FINANCE DIRECTOR TO MAKE THE
NECESSARY BUDGETARY AND ACCOUNTING ENTRIES

WHEREAS, cyber security is a critical function to the protection of the City's finances, communication functions, records and other software and network infrastructure that is required for operations and services of the City; and,

WHEREAS, in 2017, the City entered an agreement with Taygeta Scientific, Inc for consulting services regarding the performance of cyber security functions necessary to prevent cyber threats to the City's software, records, network and infrastructure; and,

WHEREAS, Taygeta Scientific, Inc. has provided a high level of services to the City throughout its initial and subsequent contract periods in fulfillment of its obligations; and,

WHEREAS, the current contract with Taygeta Scientific, Inc. providing cyber security services is set to expire; and,

WHEREAS, Taygeta Scientific, Inc. has provided an updated proposal (**EXHIBIT A to the attached Agreement**) for cyber security services, which includes the continued Intrusion Detection System (IDS), Vulnerability Scanning, Host-based intrusion detection system (HIDS), Unified threat management (UTM) platform, Threat detection, Incident Response, Asset Discovery, and Security information and event management (SIEM); and,

WHEREAS, the attached Agreement for Cyber Security Services, includes an initial term ending June 30, 2025, and two one-year extension periods ending June 30, 2027; and,

WHEREAS, the base rate for the initial is \$49,500, the base rate for option year 1 (July 1, 2025-June 30, 2026) is \$34,000 and the base rate for option year 2 (July 1, 2026-June 30, 2027) is \$35,000. Special projects, subject to a separate written approval, will be billed at an hourly rate of \$125 during the initial term of the agreement, \$130 per hour for option year 1 and \$140 per hour for option year 2; and,

WHEREAS, the City of Marina determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA)(CCR, Title 14, Chapter 3 ("CEQA Guidelines), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve a renewed agreement with Taygeta Scientific, Inc. for consulting services in connection with cyber security services; and,
2. Authorize the City Manager to execute the renewed agreement on behalf of the City; and
3. Authorize the Finance Director to make the necessary budgetary and accounting entries and appropriate payments to Taygeta Scientific, Inc.

PASSED AND ADOPTED by the City of Marina City Council at a regular meeting duly held on the 17th day of January 2024, by the following vote:

AYES: COUNCIL MEMBERS: McCarthy, Biala, Medina Dirksen, Visscher

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: Delgado

ABSTAIN: COUNCIL MEMBERS: None

Liesbeth Visscher, Mayor Pro Tem

ATTEST:

Anita Sharp, Deputy City Clerk

**AGREEMENT WITH TAYGETA SCIENTIFIC, INC.
FOR CONSULTING SERVICES
IN CONNECTION WITH CYBER SECURITY SERVICES**

THIS AGREEMENT is made and entered into on January ____, 2024, between the City of Marina, a California charter city, hereinafter referred to as "City," and Taygeta Scientific, Inc., a California corporation, hereinafter referred to as "Consultant," as follows:

Recitals

1. City wishes to contract for consulting services to perform cyber security functions consisting of: Intrusion Detection System (IDS), Vulnerability Scanning, Host-based intrusion detection system (HIDS), Unified Threat Management (UTM) platform, Threat detection, Incident Response, Asset Discovery, and Security Information and Event Management (SIEM).

2. Consultant represents and warrants that Consultant has the qualifications, experience, equipment and facilities necessary to properly perform services under this Agreement.

3. City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

Terms and Conditions

In consideration of the valuable consideration and mutual provisions contained herein, City and Consultant agree to the following terms and conditions:

1. Scope of Services. Consultant agrees to assist the City, as directed by the City Manager or his designee, with cyber security functions consisting of: Intrusion Detection System (IDS), Vulnerability Scanning, Host-based Intrusion Detection System (HIDS), Unified Threat Management (UTM) platform, Threat detection, Incident Response, Asset Discovery, and Security Information and Event Management (SIEM). The City hereby authorizes Consultant to administrative access to all devices within the domain of this contract, and agrees to provide a network tap point for monitoring all ingress/egress traffic. The Consultant's scope of services herein is more particularly described in **Exhibit A** hereto, and by this reference made a part hereof, entitled "Statement of Work." The City shall cooperate with Consultant and will furnish all information, data, records and reports as are existing and available to City to enable Consultant to carry out the work as outlined in **Exhibit A**.

2. Commencement of Services. Consultant shall commence work on the services to be provided hereunder on or after January 18, 2024.

3. Term. This Agreement shall commence on January 18, 2024, and end June 30, 2025, unless terminated earlier as provided herein. The term of this Agreement may be extended for two additional option years, upon a writing executed by the parties.

4. Compensation.

(a) For the services to be performed under this Agreement through June 30, 2025, compensation paid by the City to Consultant shall be not-to-exceed (\$49,500) forty-nine thousand five hundred dollars through June 30, 2025. Should the City wish to extend the Agreement for up to two additional option years, the amounts shall be in accordance with the Option Years section of Exhibit "A". The not to exceed amount for service rendered through June 30, 2025 shall not apply to out-of-pocket expenses. Compensation shall be invoiced on a monthly basis and payment is due within 30 days of receipt of Consultant's invoice. City shall make no deductions for payroll taxes or Social Security from amounts due Consultant for services provided under this Agreement. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

(b) Reimbursement for expenses may be made by the City for expenses incurred by Consultant in performance of this Agreement which have been previously approved in advance and in writing by the City Manager or his or her designee.

5. Performance of Services. Consultant shall perform all services hereunder, unless otherwise agreed to by the City. Work shall be coordinated with the City Manager or his or her designee. Consultant shall provide the City Manager with bi-weekly progress reports for work performed hereunder. Consultant's assigned staff shall be equipped with cellular phones to communicate with City staff and cellular phone numbers shall be provided to the City.

6. Status of Consultant. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the city to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Neither Consultant nor any employees or agents of Consultant shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant shall have no authority to bind the City in any manner, nor to incur any obligation, debt or liability of any kind on behalf or against the City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the City. Consultant shall be free to contract for similar services to be performed for other employers while under contract with the City. City reserves the right to employ other Consultants in connection with the services contemplated herein.

7. Conflicts of Interest.

(a) Consultant covenants that he/she has not or shall not acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this

Agreement. Consultant shall represent the interest of the City in any discussion or negotiation with prospective vendors, and as such, may not accept compensation, commission or payment of any type from any prospective vendor or such party's agent.

(b) City understands and acknowledges that Consultant may be, as of the date of commencement of services under this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of the City relative to such projects. Any future position of the City on such projects may be considered a conflict of interest for purposes of this section.

8. Disclosure. Consultant may be subject to the appropriate disclosure requirements of the California Fair Political Practices Act, as determined by the City Manager.

9. Proprietary information. In performing services under this Agreement Consultant may receive, review or author confidential documents, information or materials which are and shall remain the exclusive property of the City. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the City Manager.

10. Non-Discrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

(a) During the performance of this Agreement the Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (including cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

(b) Contractor shall include the nondiscrimination and compliance provisions of this Section in all subcontracts.

11. Third-Party Hardware or Software Failures: Taygeta Scientific, Inc. shall not be held liable for any hardware or software failures caused by manufacturers or vendors of third-party products utilized within the provided services. The client acknowledges and agrees that any warranties, responsibilities, or liabilities related to such third-party hardware or software shall be solely governed by the terms and conditions provided by the respective manufacturers or vendors.

12. Disclaimer for Backup-Related Failures: Taygeta Scientific, Inc. does not assume responsibility for any hardware or software failures pertaining to backup systems utilized as part of the services rendered. It is expressly understood and agreed that the client retains the sole responsibility for verifying the adequacy, reliability, and security of their backup systems.

13. Ransomware Incident Clause: Except as provided in Paragraph 15, Indemnification, of this agreement, Taygeta Scientific shall not be held liable for any damages,

losses, or expenses arising from a ransomware incident affecting the client's network or data. The client acknowledges and accepts that despite reasonable security measures implemented by Taygeta Scientific, the risk of cybersecurity threats, including ransomware, exists. Taygeta shall not be responsible for the prevention, mitigation, or recovery from such incidents. The client agrees to implement and maintain appropriate cybersecurity measures and backups to safeguard their data. In the event of a ransomware incident, the client assumes full responsibility for any costs, including ransom payments or remediation services, and absolves Taygeta Scientific from any claims, liabilities, or demands related to such incidents.

15. Indemnification & Hold Harmless.

(a) City and its respective elected and appointed Council, boards, Commissions officials, officers, agents, employees and volunteers (individually and collectively "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect, and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suites, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "claims*"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this Agreement.

(b) Consultant acknowledges that City would not enter into this agreement in the absence of this commitment from Consultant to indemnify, defend and protect City as set forth herein. Accordingly, the provisions of this paragraph are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. To the fullest extent permitted by law, Consultant shall (1) immediately defend and (2) indemnify the City, and its council members, officers, employees and agents from and against all liability, injury, damage, claims, suits, actions, arbitration or mediation proceedings, administrative proceedings, regulatory proceedings, litigation costs, losses, penalties, fines, judgments, associated investigation and administrative expenses, other expenses or defense costs of any kind (collectively "Liability*"), whether actual, alleged or threatened, actual attorney fees incurred by the City, court costs, interest, defense costs including expert witness costs, costs of alternate dispute resolution, fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation, to, as a consequence of or arising out of or in connection with or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Consultant's performance of this Agreement.

(c) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from the City, shall defend Indemnitees at Consultant's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 14 of this Agreement shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(d) The provisions of this section do not apply to claims occurring as a result of the City's sole negligence or willful acts or omissions.

16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit B** "Insurance" which is attached hereto and made a part hereof. All insurance policies shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Consultant agrees to provide the City with copies or required policies upon request.

17. Assignment. The expertise and experience of Consultant is a material consideration for this Agreement. The City has an interest in the qualifications of and capability of the Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or the performance of any of Consultant's duties or obligations under this Agreement, without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void and shall constitute a material breach of this Agreement, entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement may, with the prior approval of the City Manager, utilize other persons. Consultant, unless otherwise provided in a prior writing signed by the City Manager, will be responsible for compensation such persons.

18. Compliance with Laws. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain and maintain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither the City, nor any of its elected or appointed boards, officials, officers, employees or agents shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

19. Termination of Agreement.

(a) If either Consultant or City fail to perform any material obligation under this Agreement, then in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(b) City may terminate this Agreement, with or without cause, at any time by giving ten (10) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately any work in progress.

(c) Consultant may terminate this Agreement at any time upon ten (10) days' written notice to City.

(d) Upon termination of this Agreement by either Consultant or the City, all property belonging exclusively to the City which is in Consultant's possession shall be returned to the City. Consultant shall furnish to the City a final invoice.

20. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by overnight courier or certified mail, postage prepaid with return receipt requested, address as follows:

To City: City of Marina
 City Hall
 Attn: City Manager
 211 Hillcrest Avenue
 Marina, California 93933
 Tel: (831) 884-1224

To Consultant : Taygeta Scientific, Inc.
 Attn: Shana Kropp, CFO
 607 Charles Avenue., Ste. C
 Seaside, CA 93955
 Tel: 831-641-0647

Notice shall be deemed effective on the date personally delivered or, if by overnight courier on the next business day with confirmation of delivery, or if mailed, three (3) days after deposit of same in the custody of the U.S. postal Service.

21. Modification. No amendment to or modification of this Agreement shall be valid unless made in a writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void. In order to exercise the options set forth in the Statement of Work attached as Exhibit A, this agreement shall also be amended,

22. Waiver. Waiver by any party to this Agreement of any term or condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement.

23. Dispute Resolution. If any dispute arises between the parties as to proper interpretation or application of this Agreement, the parties shall first meet and confer in a good faith attempt to resolve the matter between themselves. If the dispute is not resolved by meeting and conferring, the matter may be submitted for formal mediation. The expenses of such mediation shall be shared equally between the parties. If the dispute is not or cannot be resolved by mediation, the parties may mutually agree (but only as to those issues of the matter not resolved by mediation) to submit their dispute to arbitration. Before commencement of the arbitration, the parties may elect to have the arbitration proceed on an informal basis; however, if the parties are unable so to agree, then the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be binding, unless within thirty (30) days after issuance of the arbitrator's written decision, any party files an action in court.

24. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Monterey. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Jose.

25. Attorney's Fees. In the event of any litigation, controversy, claim, dispute or other proceeding relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief to which it may be entitled, reasonable expenses, attorney's fees and costs.

26. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters address therein and supersedes all other agreements or understanding, whether oral or written, or entered into between Consultant and the City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party, which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives. In the event of any inconsistencies between the terms of this Agreement and the SOW in Exhibit A, the terms of the body of this Agreement shall prevail.

27. Severability. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the City and Taygeta Scientific, Inc. have executed this Agreement on the dates written below.

CITY OF MARINA

Taygeta Scientific, Inc.

Layne Long
City Manager

Shana Kropp, CFO

DATE: _____ 2024

DATE: _____ 2024

ATTEST: (Pursuant to Resol. No. 2024-06)

Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - SCOPE OF SERVICES
FULLY DESCRIBED IN THE ATTACHED TAYGETA SCOPE OF WORK DATED
DECEMBER 8, 2023.

A. Taygeta will provide the appropriate physical hardware required to perform the following functions: Intrusion Detection System (IDS), Vulnerability Scanning, Host-based intrusion detection system (HIDS), Unified threat management (UTM) platform, Threat detection, Incident Response, Asset Discovery, and Security information and event management (SIEM). At the terminus of this contract, all Taygeta resources shall be returned to the Contractor.

Client will provide: Administrative access to all devices within the domain of this contract. A network tap point for monitoring all ingress/egress traffic..

B. Taygeta shall provide the Deliverable(s) as follows:

1. Monthly report of Client threat activity and mitigation efforts
2. Weekly Vulnerability Scan results
3. Asset identification
4. Incident Response Reporting
5. All critical detections occurring after hours will be sent to all invested parties. Taygeta will provide after-hours support on Critical alerts up to 4 hours per month. Any work exceeding this will be billed hourly at the written request of the Client.
6. Incident Mitigation including intrusion, virus and malware events
7. Antivirus Management
8. Cyber Security Training up to 4 times annually as requested by Client
9. Firewall Management
10. Bi-Monthly IT meetings between Client IT and Taygeta to discuss planning, projects and roadblocks.
11. Monthly Reporting meeting with Client IT Committee to discuss the prior month's cybersecurity activity and plan future projects.

C. Taygeta will be responsible for the following in the Client's network:

1. Provide ongoing Asset Identification
2. Provide Network Intrusion Detection Monitoring between the hours of 8 am and 5 pm Monday through Friday. All overnight and weekend events will be managed on the next business day. All Events will be addressed within 2 hours. Critical Events will be addressed in 1 hour.
3. Provide Host Based Intrusion Detection Monitoring for all Windows, UNIX, and Linux hosts between the hours of 8 am and 5 pm Monday through Friday. All overnight and weekend events will be managed on the next business day. All events will be addressed within 2 hours. Critical events will be addressed in 1 hour.
4. Provide Vulnerability Scanning and weekly results with remediation instructions.

5. Provide Security Information and Event Management (SIEM) for the Client networks.
6. Provide Behavior Monitoring.
7. In the event an intrusion occurs, Taygeta will manage the incident including: Containment, Mitigation, and Reporting.
8. Provide continuous threat intelligence updates and reputation monitoring.
9. Assist in identifying compliance issues and provide instructions for achieving legal requirements.
10. Manage all Cybersecurity Hardware. (e.g. Firewall)
11. Taygeta will provide support for changes to host-based firewalls to ensure tight security controls without reduction in job capability.
12. Taygeta will provide policy advice relevant to the Cyber Security posture of the Client.
13. Taygeta will manage the centralized Antivirus product that is owned by the Client.

D. The services will also include any other tasks or Special projects which the Parties shall agree on in writing and in advance. Special projects or tasks that are requested by the City which are above and beyond the List of Services will be discussed and agreed upon before starting. These tasks and projects will be at the contracted hourly rate as stated in 4 (a) Compensation of this contract.

Taygeta Scientific, Inc

607 Charles Avenue., Ste. C
Seaside, CA 93955



SOW 2023MA1027 for Agreement to Perform Cyber Security Services to City of Marina

Date	Services Performed By:	Services Performed For:
December 8, 2023	Taygeta Scientific, Inc 607 Charles Avenue., Ste. C Seaside, CA 93955	City of Marina 211 Hillcrest Ave. Marina, CA 93933

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between City of Marina ("Client") and Taygeta Scientific, Inc ("Contractor"), effective January 1, 2024 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # 2023MA1027 (hereinafter called the "SOW"), effective as of December 8, 2023, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below as well as the Terms of **AGREEMENT WITH TAYGETA SCIENTIFIC, INC. FOR CONSULTING SERVICES IN CONNECTION WITH CYBER SECURITY SERVICES**. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on January 1, 2024, and shall continue through June 30, 2024

Engagement Resources

Taygeta will provide the appropriate physical hardware required to perform the following functions: Intrusion Detection System (IDS), Vulnerability Scanning, Host-based intrusion detection system (HIDS), Unified threat management (UTM) platform, Threat detection, Incident Response, Asset Discovery, and Security information and event management (SIEM). At the terminus of this contract, all Taygeta resources shall be returned to the Contractor.

Client will provide: Administrative access to all devices within the domain of this contract. A network tap point for monitoring all ingress/egress traffic.

Scope of Work

Contractor shall provide the Deliverable(s) as follows:

- 1) Monthly report of Client threat activity and mitigation efforts
- 2) Weekly Vulnerability Scan results
- 3) Asset identification
- 4) Incident Response Reporting
- 5) All critical detections occurring after hours will be sent to all invested parties. Taygeta will provide after-hours support on Critical alerts up to 4 hours per month. Any work exceeding this will be billed hourly at the written request of the Client.
- 6) Incident Mitigation including intrusion, virus and malware events
- 7) Antivirus Management
- 8) Cyber Security Training up to 4 times annually as requested by Client
- 9) Firewall Management
- 10) Bi-Monthly IT meetings between Client IT and Taygeta to discuss planning, projects and roadblocks.
- 11) Monthly Reporting meeting with Client IT Committee to discuss the prior month's cybersecurity activity and plan future projects.

Deliverable Materials

There are no formal deliverables or work products defined in association with these services.

Contractor Responsibilities

Contractor will be responsible for the following in the Client's network:

- 1) Provide ongoing Asset Identification

- 2) Provide Network Intrusion Detection Monitoring between the hours of 8 am and 5 pm Monday through Friday. All overnight and weekend events will be managed on the next business day. All Events will be addressed within 2 hours. Critical Events will be addressed in 1 hour.
- 3) Provide Host Based Intrusion Detection Monitoring for all Windows, UNIX, and Linux hosts between the hours of 8 am and 5 pm Monday through Friday. All overnight and weekend events will be managed on the next business day. All events will be addressed within 2 hours. Critical events will be addressed in 1 hour.
- 4) Provide Vulnerability Scanning and weekly results with remediation instructions.
- 5) Provide Security Information and Event Management (SIEM) for the Client networks.
- 6) Provide Behavior Monitoring.
- 7) In the event an intrusion occurs, Taygeta will manage the incident including: Containment, Mitigation, and Reporting.
- 8) Provide continuous threat intelligence updates and reputation monitoring.
- 9) Assist in identifying compliance issues and provide instructions for achieving legal requirements.
- 10) Manage all Cybersecurity Hardware. (e.g. Firewall)
- 11) Taygeta will provide support for changes to host-based firewalls to ensure tight security controls without reduction in job capability.
- 12) Taygeta will provide policy advice relevant to the Cyber Security posture of the Client.
- 13) Taygeta will manage the centralized Antivirus product that is owned by the Client.

Client Responsibilities

Client shall be responsible for the following:

- 1) Client shall consider the management and maintenance of Server/Workstation infrastructure out of scope of this contract. While Taygeta will provide Cybersecurity related system changes, it is the responsibility of the Client to provide the labor and resources required to manage the devices and services on this network.
 - a. Client shall implement Policy requirements on the network – (e.g. password length)
 - b. Client shall manage all software including installations, upgrades and maintenance.
 - c. Client shall be responsible for the deployment of all hardware
 - d. Client shall manage network gear including switches, printers, access points and routers.
 - e. Client shall manage configuration and maintenance of all servers and workstations.

- 2) Client shall be responsible for patch management with the exception of the firewall and virus definitions.
- 3) Client shall assist Taygeta in the valuation of known assets. Client may value in any way it deems appropriate (i.e. dollar value, data value, system criticality).

Fee Schedule

This engagement will be conducted on a one and one-half year basis with two additional option years. The total value for the Services pursuant to this SOW shall not exceed \$49,500 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

Special Projects

All work commissioned outside of the scope of this SoW shall be formalized through the below project change control procedure and billed at a rate of \$125.00 per hour unless otherwise agreed by both parties.

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of months at the then-current annual rate for those resources identified.

Bill To Address	Client Project Manager	Client Cost Center
211 Hillcrest Ave. Marina, CA 93933		City Finance Office

Out-of-Pocket Expenses / Invoice Procedures

Client will be invoiced monthly for the consulting services and T&L expenses. Standard Contractor invoicing is assumed to be acceptable. Invoices are due thirty days after receipt.

Client will be invoiced all costs associated with out-of-pocket expenses listed on the invoice as a separate line item. Reimbursement for out-of-pocket expenses in connection with performance of this SOW, when authorized and up to the limits set forth in this SOW, shall be in accordance with Client's then-current published policies governing travel and associated business expenses, which information shall be provided by the Client Project Manager. The limit of reimbursable expenses pursuant to this SOW is estimated to be 15% of the fees unless otherwise authorized in writing and agreed to by both parties via the project change control

procedure outlined within. There will be no out-of-pocket expenses related to meals, lodging or local transportation.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with [20] business days advance written notice to the other party.

Assumptions

Client will provide IT infrastructure support as required. Client will adopt the Service Desk system that Taygeta employs for the explicit purpose of Incident and Contract Management.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.

- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

Option Years

The City of Marina is hereby extended 2 option periods under the same terms as stated above to be exercised at the City's discretion according to the following annual pricing table:

Option Year 1 Jul 1, 2025 – Jun 30, 2026	Option Year 2 Jul 1, 2026 – Jun 30, 2027
Base Fee \$34,000	Base Fee \$35,000
No additional Term Changes	No additional Term Changes
Special Project Rate: \$130/hr.	Special project Rate: \$135.00/hr.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

City of Marina

Taygeta Scientific, Inc

X

Shana Kropp
CFO

By: _____
Name: _____
Title: _____

Shana Kropp
CFO

EXHIBIT B

INSURANCE

(a) Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant. Insurance is to be placed with insurers with a current A.M. Best's rating acceptable to the City. Consultant shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(I) Insurance Services Office form - Commercial General Liability coverage (Occurrence Form CG 0001).

(ii) Insurance Services Office form number CA 0001 (ed.1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(iii) Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

2. Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(I) General Liability: \$1,000,000 each occurrence for bodily injury, personal injury and property damage, \$2,000,000 general aggregate.

(ii) Products/completed operations in the amount of \$1,000,000 general aggregate.

(iii) Advertising Injury in the amount of \$1,000,000 general aggregate

(iv) Errors and Omissions or professional liability coverage appropriate to Contractor's profession, in a form and amount approved by the City Attorney and Risk Manager, that covers the services to be performed in connection with this Agreement in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period not less than three years after completion of the services required by this Agreement.

(v) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(vi) If Consultant has any employees, Worker's Compensation: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per

accident or disease.

- (b) Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Section shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits, except after 30 days prior written notice has been given to the City by certified mail, return receipt requested.

2. General Liability and Automobile Liability Coverages.

- i. City, and its respective elected and appointed Council, commissions, boards, officials, officers and employees, agents and volunteers are to be named and covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; advertising injury; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City and its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers.
- ii. Consultant's insurance coverage shall be primary insurance with respect to the City, and its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, and its respective elected and appointed Council, commissions, boards, officials, officers, agents, employees and volunteers shall apply in excess of, and not contribute with, Consultant's insurance.
- iii. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.
- iv. Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provide to the City and it respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers.

3. Workers' Compensation and Employers' Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against the City, and its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers and agents for losses arising from work performed by Consultant.

- (c) Other Requirements. Consultant agrees to deposit with the City certificates of insurance necessary to satisfy the City that the insurance provisions of this Agreement have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Agreement. The certificates and endorsements are to be signed by

a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Consultant shall furnish certificates and endorsements from each subcontractor or subconsultant, if any, identical to those Consultant provides.

2. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respect the City or its respective elected and appointed Council, commissions, boards, officials, officers, employees, agents and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies or insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

January 11, 2024

Item No: **10g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 17, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
APPROVING A RENEWED AGREEMENT WITH TAYGETA SCIENTIFIC,
INC. FOR CONSULTING SERVICES IN CONNECTION WITH CYBER
SECURITY SERVICES AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND
AUTHORIZING FINANCE DIRECTOR TO MAKE THE NECESSARY
BUDGETARY AND ACCOUNTING ENTRIES.**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2024-, approving a renewed agreement with Taygeta Scientific, Inc. for consulting services in connection with cyber security services; and,
2. Authorizing the City Manager to execute the renewed agreement on behalf of the City; and,
3. Authorizing the Finance Director to make the necessary budgetary and accounting entries.

BACKGROUND:

In 2017, the City entered an agreement with Taygeta Scientific, Inc for consulting services regarding the performance of cyber security functions. The scope of work consisted of: Intrusion Detection System (IDS), Vulnerability Scanning, Host-based intrusion detection system (HIDS), Unified threat management (UTM) platform, Threat detection, Incident Response, Asset Discovery, and Security information and event management (SIEM). Taygeta has provided a high level of services to the City throughout the initial and subsequent contract periods in fulfillment of its obligations. The current contract will need to be renewed to continue the cyber security services that are necessary to prevent cyber threats to the City's network and infrastructure.

ANALYSIS:

Staff requested an updated proposal from Taygeta for the performance of cyber security functions over the City's computer network and infrastructure. Cyber security is a critical function to the protection of the City's finances, communication functions, records and other software and network infrastructure that is required the City to operate today.

Taygeta's proposal (**EXHIBIT A to the attached Agreement**) includes the continued Intrusion Detection System (IDS), Vulnerability Scanning, Host-based intrusion detection system (HIDS), Unified threat management (UTM) platform, Threat detection, Incident Response, Asset Discovery, and Security information and event management (SIEM). The responsibilities that Taygeta will oversee on the City network include:

1. Provide ongoing Asset Identification
2. Provide Network Intrusion Detection Monitoring.
3. Provide Host Based Intrusion Detection Monitoring for all Windows, UNIX, and Linux hosts.
4. Provide Vulnerability Scanning and weekly results with remediation instructions.
5. Provide Security Information and Event Management (SIEM) for the Client networks.
6. Provide Behavior Monitoring.
7. In the event an intrusion occurs, Taygeta will manage the incident including: Containment,

Mitigation, and Reporting.

8. Provide continuous threat intelligence updates and reputation monitoring.
9. Assist in identifying compliance issues and provide instructions for achieving legal requirements.
10. Manage all Cybersecurity Hardware. (e.g. Firewall)
11. Taygeta will provide support for changes to host-based firewalls to ensure tight security controls without reduction in job capability.
12. Taygeta will provide policy advice relevant to the Cyber Security posture of the Client.
13. Taygeta will manage the centralized Antivirus product that is owned by the Client.

The City's responsibilities under the terms of the agreement include the maintenance and management of the City's servers and workstations. These services are provided to the City under separate agreement with TechRx.

The term of the renewed agreement includes an initial period ending June 30, 2025. The agreement can be extended up to two additional one-year periods until June 30, 2027.

CEQA DETERMINATION:

Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or any reasonably foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

FISCAL IMPACT:

The base rate for the initial contract period (18-months) of January 18, 2024, through June 30, 2025, is \$49,500. This equates to \$33,000 annually. The current rate is \$25,000 annually, which was established through the 2016 Agreement. The Information Technology Services line item in the budget currently has an annual allocation of \$130,000, which funds both the associated TechRx agreement and the Taygeta Agreements. In addition, the full Information Technology budget totals \$330,927 per year. There are projected to be adequate funds through the budget cycle to meet the Information Technology Services agreements.

CONCLUSION:

Staff recommends that the City Council consider approving the requested action.

Respectfully submitted,

Matt Mogensen
Assistant City Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina